

# COLLECTIVE AGREEMENT

-between-

**CARESSANT CARE NURSING and RETIREMENT HOMES  
LIMITED O/A Arthur Nursing Home**  
(hereinafter called the "Employer")



*Caressant Care Nursing  
and Retirement  
Homes Limited*

-and-

**CANADIAN UNION OF PUBLIC EMPLOYEES  
and its LOCAL 2037.00**  
(hereinafter called the "Union")

**CUPE·SCFP** | Canadian Union of Public Employees  
Syndicat canadien de la fonction publique

**Expiring: March 31, 2025**

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## **ARTICLE 1 – PURPOSE OF AGREEMENT**

It is the purpose of both parties to this Agreement:

- 1) To improve relations between the Employer and the Union and provide settled and just conditions of employment.
  - 2) To promote the mutual value of joint discussions and negotiations in all matters pertaining to working conditions, employment, service, etc.
  - 3) To encourage efficiency in operations to ensure the best possible nursing and health care for the residents of the facility.
  - 4) To promote the morale, well-being and security of all employees in the bargaining unit of the Union, and
- 1.01 It is now desirable that methods of bargaining and all matters pertaining to the working conditions of the employee be drawn up in a Collective Agreement.

## **ARTICLE 2 – MANAGEMENT RIGHTS**

- 2.01 The Union recognizes that it is the right of the Employer to exercise the regular and customary function of management and to direct the work forces.
- 2.02 Management rights as set out in this Agreement must be exercised fairly without discrimination and in accordance with the Collective Agreement. Nor shall these rights be used in a manner which would deprive any employee of their employment except through just cause.
- 2.03 It is understood the constitution and by-laws of the Union are not part of this agreement and the Employer is not bound by these documents.

## **ARTICLE 3 – RECOGNITION AND NEGOTIATIONS**

- 3.01 The Employer hereby recognizes the Union as the sole and exclusive Bargaining Agent for all employees of Caressant Care Nursing and Retirement Homes Limited operating as Caressant Care Retirement Home, Arthur, Ontario, save and except supervisors, persons above the rank of supervisor, professional medical staff, registered and graduate nurses, undergraduate nurses, graduate pharmacists, graduate dietitians, office and clerical staff.
- 3.02 No Other Agreement  
No employee in the bargaining unit shall be required or permitted to make a written or verbal agreement with the Employer or their representatives which may conflict with the terms of the Collective Agreement.
- 3.03 Employees  
a) This Collective Agreement is fully applicable to all full-time, part-time, and temporary employees unless otherwise specified.

b) Work of the Bargaining Unit

Persons whose jobs are outside the bargaining unit shall not perform work normally performed by employees in the bargaining unit, unless there is an emergency or unless such work is necessary for the purpose of training, job instruction or the implementation of new procedures or equipment.

- 3.04 For the purpose of representation with the Employer, the Union shall function and be recognized as follows:
- a) The Union has the right to appoint Stewards. The Stewards are representatives of the employees in certain matters including the processing of grievances. When dealing with grievances, the Union shall be limited to a maximum of one (1) Steward in the processing of such grievances. The Union shall inform the Employer of the names of its Stewards in writing.  
  
C.U.P.E. Representatives are representatives of the employees in all matters pertaining to this Agreement, particularly for the purpose of processing grievances, negotiating amendments to or renewals of this Agreement, and of enforcing bargaining rights of the employees under this Collective Agreement or under the law of Ontario.
  - b) C.U.P.E. Representatives are defined as the Local Executive Officers, Stewards, Committee Members and the National Representative.
- 3.05 C.U.P.E., through its representatives, is recognized by the Employer as having the collective bargaining rights to represent employees in the bargaining unit for the employees in the bargaining unit covered by this Collective Agreement.
- 3.06 One (1) Steward at a time shall be granted time off without loss of wages to assist an employee in the presentation of a grievance where such grievance must reasonably be dealt with during working hours and where the consent of their Supervisor has first been obtained. Such consent shall not be unreasonably withheld. Only such time as is reasonably necessary to assist the employee in the presentation of the grievance shall be granted.
- 3.07 The Union shall appoint a total of four (4) Stewards with at least one (1) representative from the Nursing Home and one (1) representative from the Retirement Homes)
- 3.08 When an employee is called in to discuss a disciplinary matter, they shall be advised of their right to be accompanied by a Steward. If requested, the Steward shall promptly attend without loss of wages, provided they are working. If a Steward is not available on the shift, the disciplinary meeting will be scheduled, as soon as possible, at a time mutually agreed to between the parties. The Employer agrees that whenever a meeting is held with an employee for the purpose of investigation, the employee may request either a steward or co-worker to be present as a witness only.
- 3.09 Employees who are appointed by the Union to the bargaining committee (maximum of four (4) from the Nursing and Retirement Home bargaining unit) for the renewal of the Collective Agreement and who are in attendance at negotiating sessions, shall be paid their hourly rate for all time spent at negotiations up to and including

the first conciliation meeting. Those employees scheduled to work nights will not be scheduled to work the night before or the night after days scheduled in the aforementioned negotiation related matters, subject to operational requirements.

- 3.10 The parties hereby agree to appoint a joint Labour/Management Committee of three (3) employees appointed by the Union and three (3) members appointed by the employer plus the CUPE National Representative and one (1) person from the Employer's Head Office or their designate who shall meet to discuss and if possible provide understanding of points of mutual interest between the parties; it being understood that such Committee shall have no right to usurp the power of the negotiation or grievance committee. The committee shall meet from time to time as agreed between the parties and all matters for discussion shall be submitted to the Administrator of the Home previous to each meeting to be placed on the agenda. The parties agree to supply a list of agenda items at least three (3) working days in advance of the meeting. By mutual agreement of the parties, the number of representatives on the Labour/Management Committee may be increased. Employees shall not suffer any loss of pay for time spent with this Committee.

Labour/Management meetings will consist of a Union committee comprised of President, Vice-President, and Recording Secretary or their designates but not more than three (3) Executive Officers. However, if necessary, an elected member or person with knowledge of a certain issue may be invited to address a specific agenda item only and with prior knowledge of the management committee.

The Grievance Committee will consist of one (1) executive officer and the steward who initiated the grievance plus grievor as per Article 3.06

## **ARTICLE 4 – NO DISCRIMINATION**

### **4.01 a) Employer and the Union Shall Not Discriminate**

The Employer and the Union agrees that there shall be no discrimination, interference, restriction or coercion exercised or practised with respect to any employee in the matter of hiring, wage rates, training, upgrading, promotion, transfer, layoff, recall, discipline, classification, discharge or otherwise by reason of age, race, creed, colour, national origin, political or religious affiliation, sex or marital status, family relationship, place of residence, nor by reason of his **their** membership or activity in the Union or any other reason.

### **b) Complaint and Investigation Procedure**

If an employee believes that they have been harassed and/or discriminated against on the basis of a prohibited ground of discrimination, the employee may:

- i. Tell the person involved as soon as possible how they feel and request that they stop the conduct they find offensive.
- ii. If you feel uncomfortable approaching the person, or if the harassment continues, bring the incident forming the basis of the complaint to the attention of the supervisor and/or Union representative.
- iii. The Employer maintains a Human rights and Anti-Harassment Policy. A copy of the Policy and any amendments will be provided to the Union. The

Employer will meet with the Union in advance to discuss any changes to the Policy.

**c) Violence**

The parties agree that violence shall be defined as any incident in which an employee is abused, threatened or assaulted while performing their work. The parties agree it includes the application of force, threats with or without weapons and severe verbal abuse. The parties agree that such incidents will not be condoned. Any employee who believes they have been subjected to such incident shall report this to a supervisor who will make every reasonable effort to rectify the situation.

The Employer maintains a policy and procedures with respect to workplace violence. The policy addresses the prevention of violence and the management of violent situations and support to employees who have faced workplace violence. The policy and procedures are accessible to current employees online and shall be communicated to new employees.

The parties further agree that suitable subjects for discussion at the Joint Labour/Management Committee will include aggressive residents.

The Employer will review with the Joint Occupational Health and Safety Committee written policies to address the management of violent behaviour. Such policies will include but not be limited to:

- i. designing safe procedures for employees;
- ii. providing training appropriate to these policies;
- iii. reporting all incidents of workplace violence.

**4.02 Human Rights Code**

Any claim by an employee, the Employer or the Union pertaining to a violation of the Constitution of Canada, the Human Rights Code, or the Employment Standards Act, or any other labour relations legislation may be the subject of a grievance which shall be processed in accordance with the Grievance Procedure.

**ARTICLE 5 – UNION MEMBERSHIP REQUIREMENT**

**5.01 All Employees to be Members**

All employees of the Employer shall, as a condition of employment, become and remain members in good standing of the Union, according to the constitution and bylaws of the Union. As a condition of employment, all new employees shall become and remain members in good standing of the Union within thirty (30) days of employment.

It is understood the constitution and bylaws of the Union are not part of this collective agreement and the Employer is not bound by these documents.

**5.02** The Union agrees that it will make membership in the Union available to all employees covered by this Agreement on the same terms and conditions as are applicable to other members of the Union.

5.03 **Check-Off Payments**

The Employer shall deduct from every employee any dues, or assessments levied in accordance with the Union Constitution and Bylaws.

5.04 As a condition of employment each employee shall authorize the Employer to deduct each month an amount equal to Union dues from the employee's pay. Such authorization shall not be cancelled.

5.05 The Employer shall deduct from the employee's regular straight time hours only, the Union dues and/or assessments as set out by the Union to the Employer from time to time by Registered Letter.

The amount checked off and any authorized assessments owing will be turned over to the Secretary-Treasurer of the National Union by cheque dated not later than the 20th of the following month, together with an itemized list of the employees for whom the deductions are made and the amount checked off for each.

5.06 **Dues Receipt**

At the same time that Income Tax (T-4) slips are made available, the Employer shall indicate the amount of Union dues paid by each union member in the previous year.

5.07 **Interviewing Opportunity**

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

## **ARTICLE 6 – CORRESPONDENCE**

6.01 **Correspondence**

All correspondence between the parties arising out of this Agreement or incidental thereto, shall pass to and from the Administrator and the Secretary of the Local Union, with copies to the Vice President-Human Resources of the Employer and National Representative of the Union.

6.02 **Representation**

- a) No individual employee or group of employees shall undertake to represent the Union at meetings with the Employer without proper written authorization from the Union. In order that this may be carried out, the Union will supply the Employer with the names of its officers. Similarly, the Employer shall supply

the Union with a list of its supervisory or other personnel with whom the Union may be required to transact business.

## **ARTICLE 7 – NO STRIKES, NO LOCKOUTS**

- 7.01 There shall be no strike or lockout as long as this Agreement continues to operate. The words "strike" and "lockout" shall be defined as per the Ontario Labour Relations Act.
- 7.02 Should the Employer allege that the Union has engaged in a strike, as defined under the Ontario Labour Relations Act, or should the Union allege that the Employer has engaged in a lockout, as defined under the Ontario Labour Relations Act, either party may take the matter up at Step 2 of the grievance procedure.

## **ARTICLE 8 – GRIEVANCE COMMITTEE**

- 8.01 The Employer acknowledges the right of the Union to appoint or otherwise select a grievance committee which shall be composed of the President, Secretary plus the Steward directly involved with the grievance. The name and area of each of the stewards and the names of the grievance committee, from time to time selected, shall be given to the Employer in writing and the Employer shall not be required to recognize any such steward or chairman until it has been so notified.
- 8.02 **Cooperation of the Employer**  
The Employer undertakes to instruct all members of its administrative supervisor staff to cooperate with the stewards in the carrying out of the terms and requirements of this Agreement.
- 8.03 **Cooperation of the Union**  
The Union undertakes to secure from its officers, stewards and members their cooperation with the Employer and with all persons representing the Employer in an administrative supervisor capacity in carrying out the terms and requirements of this Agreement.
- 8.04 **Permission to Leave Work**  
The Employer agrees that a Steward(s) or Executive Officer(s) shall not be hindered, coerced, restrained or interfered with in any way in the performance of their duties, while investigating disputes and presenting adjustments as provided in this Article. The Union recognizes that each Steward is employed by the Employer and that they will not leave their work during working hours except to perform their duties under this Agreement. Therefore, no Steward shall leave their work without obtaining the permission of their immediate supervisor whose permission shall not be unreasonably withheld.
- 8.05 **Representative of the Canadian Union of Public Employees**  
The Union shall have the right at any time to have the assistance of Representatives of the Canadian Union of Public Employees when dealing with the Employer. Such Representatives shall have reasonable access to the Employer's premises after

notice has been given to the Employer for the access in order to investigate and assist in the settlement of a grievance when requested.

## **ARTICLE 9 – GRIEVANCE PROCEDURE**

It is the mutual desire of the parties hereto that complaints of employees shall be adjusted as quickly as possible, and it is understood that an employee has no grievance until they have given their supervisor an opportunity to adjust the complaint. No grievance shall be considered where the event giving rise to it occurred or originated more than ten (10) days before the filing of the grievance.

Within the terms of this Agreement, a grievance shall be defined as a difference between the parties arising from the interpretation, application, administration, or alleged violation of this Agreement, and shall be settled in the manner outlined in this Article.

### **9.01 Step #1:**

If an employee has an unsettled complaint affecting themselves regarding the interpretation, application, administration or alleged violation of this Agreement, the employee may take the matter up as a grievance within five (5) days after receiving an unsatisfactory reply to the complaint.

### **9.02 Step #2:**

Failing settlement at Step #1, the Union representative may, within ten (10) days of receipt of the Administrator's reply, request a meeting between the parties. The Vice President, Human Resources or designate shall reply in writing within five (5) days of the date of the meeting set out herein. Failing settlement at Step #2 the grievance may be submitted to arbitration as hereinafter provided if the request is made in writing to the other party within fourteen (14) days after the decision has been given at Step #2. If the grievance is not forwarded to arbitration within those fourteen (14) days, the grievance will be deemed to have been settled or abandoned, unless extended by mutual agreement of both parties.

9.03 The reference to days means all calendar days except Saturdays, Sundays and public holidays. Any and all-time limits may at any time be extended by written agreement between the Employer and the Union.

9.04 Within the terms of this Agreement, a Union or Employer "Policy Grievance" shall commence at Step 2 and shall be defined as any difference between the Employer and the Union concerning the interpretation, application, administration or alleged violation of any of the provisions of this Agreement, including a question of whether or not a matter is arbitrable. Such grievance shall be submitted in writing to the Administrator of the Nursing Home or to the President of the Union, whichever is applicable, who shall convene a meeting of the parties within fourteen (14) calendar days of receipt of the grievance, at a mutually agreed to time. The Vice President, Human Resources, designate or the President or the Local Union whichever is applicable, shall reply in writing within five (5) days of the date of the meeting set out herein. Failing settlement, the grievance may be submitted to arbitration if the request is made in writing to the other party within fourteen (14) days after the reply is given. If the grievance is not forwarded to arbitration within those fourteen (14) days, the grievance will be deemed to be settled or abandoned. The time

limits set forth in this Article may be extended by mutual agreement between the parties. No Union Policy grievance shall be processed in the above manner which an employee could normally process as an individual employee grievance unless the employee has refused to file a grievance within the prescribed time limits after being so requested by the Union, and the alleged grievance directly affects the interest of the other employees.

9.05 A "Group Grievance" is defined as single grievance, signed by a steward or a C.U.P.E. Representative on behalf of a group of employees who have the same complaint. Such a grievance must be dealt with at successive stages of the grievance procedure, commencing with Step #1. The grievors shall be listed on the grievance form.

Should such a grievance be referred to arbitration, the matter shall be adjudicated as a group grievance.

9.06 If either party fails to answer at any stage of the grievance procedure, the other party shall have the right to proceed to the next step of the procedure.

9.07 The Employer may institute a grievance alleging a general misinterpretation or violation by the Union or any employee by filing a written grievance with the Local President, with a copy to the National Representative within ten (10) days after the circumstances have occurred. Such grievance shall commence at Step 2 of the Grievance Procedure.

## **ARTICLE 10 – ARBITRATION**

10.01 When either party requests that a grievance be submitted to a Board of Arbitration as provided under this Collective Agreement, it shall make such request in writing addressed to the other party and at the same time name its nominee.

Within five (5) days of the request being received, the other party shall name its nominee in writing. Should the two nominees be unable to select an arbitrator within seven (7) days then either party may request the Minister of Labour of the Province of Ontario to nominate a person to act as a Chairperson at any time thereafter.

10.02 No person may be appointed as a nominee who has been involved in the negotiations/settlement of this collective agreement or in an attempt to negotiate or settle the grievance.

10.03 Each of the parties hereto shall bear the expenses of the representative appointed on its behalf and the parties hereto shall jointly bear the expense of the chairperson of the Board of Arbitration.

10.04 The decision of the majority of the Arbitration Board shall be the decision of the Board and shall be final and binding upon the Employer, the Union and the employee or employees affected; provided, however, that in no event shall the Board of Arbitration have the power to change this Agreement or to alter, modify or amend any of its provisions nor to make any decision in conflict with the provisions of this Agreement. In the event there is no majority decision, the decision of the chairperson shall govern.

- 10.05 Unless the Collective Agreement provides a specific penalty, in determining a discharge case, the Board of Arbitration shall have the authority to:
- a) affirm the Employer's action and dismiss the grievance;
  - b) set aside the penalty imposed by the Employer and restore the grievor to their former position with or without compensation; or
  - c) vary or alter the penalty imposed by the Employer or make such other determination as the Board in its discretion may deem just and reasonable.
  - d) have access to the Employer's premises to view working conditions or operations that may be relevant to the resolution of the grievance.
- 10.06 Notwithstanding the arbitration procedure outlined above, a grievance after the second step in grievance procedure may be referred to the Ontario Labour Relations Board for arbitration under the provisions of the Labour Relations Act for appointment of a single arbitrator.
- 10.07 The parties may agree that there are circumstances where the services of a grievance mediator may allow for an objective, independent review of the issue(s) in dispute and assist the parties in resolving grievances.
- By mutual agreement the parties may extend the time limits and utilize the services of a mediator. The cost of the mediator will be shared equally between the parties.

## **ARTICLE 11 – DISCHARGE AND SUSPENSIONS**

- 11.01 Designation of Supervisor - every employee shall be notified of the name of their immediate designated supervisor.
- 11.02 An employee who is the subject of a workplace investigation must be so advised within five (5) scheduled work days, of the incident giving rise to the investigation or when the Home became aware of the incident which gave rise to the complaint or issue under investigation. Where notification within this timeframe is not possible, an extension may be requested and will not be unreasonably denied.
- 11.03 A claim by an employee who has completed the probationary period that they have been discharged or suspended without just cause, shall be treated as a grievance if a written statement of such grievance is lodged with the Administrator at Step #2 of the grievance procedure within five (5) days after the employee is made aware of the suspension or discharge. Such special grievances may be resolved by:
- a) confirming the Employer's action;
  - b) reinstating the employee with full compensation for time lost;
  - c) any other arrangement which is just and equitable in the opinion of the conferring parties or through arbitration.
- 11.04 An employee who has been dismissed during their shift shall be granted a reasonable period of time to meet with a steward before leaving the premises. The steward will obtain permission from their immediate supervisor and indicate the

probable duration of their absence from their duties. Such permission will not be unreasonably withheld.

- 11.05 When an employee has completed any twelve (12) continuous month period without any disciplinary action being placed against their record, their record prior to the twelve (12) month period shall not be used as a basis for any subsequent disciplinary action taken against the employee, except in the case of incidents involving resident abuse, where the record will remain on the employee's file for a period of thirty-six (36) months. After twelve (12) months the disciplinary warning will be removed from the employees work record provided the employee requests the removal in writing, except in the case of incidents involving resident abuse, where the record will remain on the employee's file for a period of thirty-six (36) months.
- 11.06 In cases of discharge and discipline, the burden of proof of just cause shall rest with the Employer.
- 11.07 Provided an employee submits a request in writing, an employee shall be granted the opportunity to view their personnel file. Within eight (8) working days of receipt of their request, the Administrator will establish a time for the employee to view the file. Information to be viewed will be limited to:
- 1) application form
  - 2) written warnings and evaluations (3) incident reports
  - 3) medical reports
- Copies of any of the above-mentioned documents will be supplied upon request.
- 11.08 Coaching and counselling letters, although not disciplinary, will be subject to Article 11.05

## **ARTICLE 12 – SENIORITY**

- 12.01 Seniority as referred to in this Agreement shall mean the length of continuous service with the Employer and shall be on a bargaining wide basis.
- 12.02 (a) A newly hired full-time employee shall be on probation for 45 working days from the last date of hiring.
- Newly hired Food Service Supervisor and Activity Co-ordinator shall be on probation for six (6) months from date of hire.
- (b) A newly hired part-time employee shall be on probation for 315 hours worked or four (4) months, whichever occurs first, from the last date of hiring.
- Students who bid for and are successful for a non-student job shall serve a probation period of 315 hours or four (4) months, whichever occurs first, from the date of hire into the non-student position.
- (c) During the probationary period an employee may be terminated for just cause at the sole discretion of the Employer.

- (d) During the probationary period an employee shall not receive any premium in lieu of benefits or any other benefits except for those allowed under the Employment Standards Act.
- (e) Probationary employees shall remain in the Department they are hired for until the end of their probation. Should a vacancy occur outside their department under Article 15 they may apply and may be awarded the new position, but they will not move to the new classification until after completing their probation.

12.03 An employee's seniority and all benefits and all seniority rights shall cease, and the employee be deemed to be terminated if an employee:

- a) Voluntarily quits.
- b) Is discharged and such discharge is not reversed through the grievance and/or arbitration procedure.
- c) Is absent for more than three (3) working days for full-time employees and three (3) calendar days for part-time employees without providing a satisfactory reason for the absence and without notifying the Employer unless such notification was not reasonably possible.
- d) Fails to return to work within seven (7) calendar days following notice of recall from layoff after being notified by registered mail to do so.
- e) If laid off for a continuous period of more than twenty-four (24) months (or length of service if less than twenty-four (24) months).
- f) Is absent due to non-work-related illness or disability for a period in excess of twenty-four (24) months.
- g) Is absent due to work related illness or disability for a period in excess of twenty-four (24) months in accordance with the Workers' Compensation Act as amended from time to time.
- h) Uses a leave of absence to work elsewhere without permission.

12.04 A seniority list will be revised annually. A copy of the seniority list will be posted, and a copy will be given to the Union. The seniority list for all employees will be in order of last date of hire. If two or more employees commence work on the same day, their position on the seniority list shall be in order of first (1st) shift worked; i.e. days, evenings, nights.

12.05 (a) An employee who, immediately prior to being covered by this Collective Agreement, was employed at Arthur, by Caressant Care Nursing Home shall be given credit for their seniority accrued in the former position.

- (b) The credit an employee coming directly from part-time to full-time position or vice versa shall be determined as follows:
  - i. A part-time employee shall be given seniority based upon date of hire.
  - ii. A full-time employee shall be given seniority based upon hours worked.

Once an employee's seniority has been established, they will be placed on the appropriate seniority list.

12.06 The Employer agrees to keep the Union advised, upon their request, of special changes in status with regard to new employees who are to have union dues deducted; employees who are laid off or recalled; or employees who have been discharged.

## **ARTICLE 13 - FULL-TIME AND PART-TIME EMPLOYEES DEFINED**

13.01 (a) A full-time employee is one who is regularly scheduled forty (40) hours per week, inclusive of thirty (30) minute unpaid lunch period each day.

(b) Part-time employees who work more than twenty-four (24) hours in a week by mutual agreement between the parties due to employees' absences, vacations, maternity leaves, illness, paid holidays, W.S.I.B., or short shifts shall be deemed to be part-time employees.

(c)

i. A student shall be defined as those employees who are enrolled in full-time attendance at a community college, high school or other similar educational institution or home schooling. Employees classified as students at the end of the school year, shall remain students until the start of the next school year. Should the student at the start of the school year decide not to return to school Article 13.01 (2), (last sentence) and (3), shall apply. The Employer may require proof of enrollment in school.

ii. Students shall be paid at the rates set out in Schedule "A" as long as they are students as defined above. When the condition set out above is no longer met by such employee, they shall be laid off no later than the second (2nd) Friday in September.

iii. A student, who has been laid off out of the student classification, may apply for any regular full-time or part-time position that the Home may have available. The student's employment record, skill, ability and availability to perform the required tasks will be used as a basis for determining their suitability for employment in regular full-time or part-time positions. This should not be construed as a guarantee of employment or an offer of employment. Students hired for regular full-time or part-time positions will serve the probationary period as set out in this Collective Agreement.

iv. Students shall not be eligible for the payment in lieu of benefits and pension.

(d) Both parties agree that students and employees who are regularly employed for not more than twenty-four (24) hours per week shall have first preference over any person outside the bargaining unit in accordance with their seniority and qualifications when filling full-time and part-time positions.

## **ARTICLE 14 – LAYOFFS AND RECALLS**

14.01 When circumstances require a reduction in staff, all probationary employees will be laid off first and, if further reductions are required, employees will be laid off in the inverse order of their seniority provided the remaining staff have the ability and qualifications to perform the work.

No full-time employee within the bargaining unit shall be laid off by reason of **their** duties being assigned to one or more part-time employees.

In the event of a reduction of hours, four (4) weeks notice inclusive of the two (2) weeks referred to in the first sentence of Article 16.03(c), will be provided to the employees affected.

- i) The union shall receive thirty (30) days advance notice of any layoff expected to last greater than six (6) weeks.
- ii) The employer and union shall meet during the thirty (30) days to discuss methods to mitigate the layoffs and/or reduce the impact.

### **Layoff Procedure**

In the event of layoff, the Employer shall layoff employees in reverse order of seniority within their classification, provided that there remain on the job employees who are able and qualified to meet the normal requirements of the job.

An employee who is subject to layoff shall have the right to either:

- a) Accept the layoff; or
- b) Displace an employee who has
  - i. Less bargaining unit seniority in a lower or identical paying classification; and
  - ii. Who has scheduled hours less than or equal to the employee being laid off; and
  - iii. If the employee originally subject to layoff is qualified for and can perform the duties without training other than orientation.
- c) An employee who wishes to exercise **their** right to displace another employee with less seniority shall advise the Employer within seven (7) days of the date of the notice of layoff issued by the Employer.
- d) For the purpose of the operation of clause b), laid off part-time employees shall not have the right to displace full-time employees.
- e) In the event that an employee is laid off from the full-time bargaining unit and provided that no other full-time bargaining unit positions are available for which the employee is qualified and able to perform, the full-time bargaining unit employee shall then be allowed to displace a part-time bargaining unit employee with less seniority provided that the employee is qualified and able to do the work available.

Clarification Note: The parties agree that full-time employees will not have their hours reduced from 75 hours in a bi-weekly period.

- 14.02 When employees are recalled to work, they will be recalled in order of their seniority provided they have the ability and qualifications to perform the work.
- 14.03 No new employees shall be hired until those laid off have been given an opportunity of recall and have failed to return to work.

14.04

- a) Unless legislation is more favourable to the employees, the Employer shall notify, in writing, full-time employees who are to be laid off sixty (60) days prior to the effective date of layoff unless prevented from doing so by fortuitous or unforeseeable events or circumstances. If such employee has not had the opportunity to work the days as provided in this Article, they shall be paid for the days for which work was not made available.
- b) In the case of part-time employees and in accordance with paragraph "a" above, 60 days notice, in writing, will be given or pay for the scheduled hours during the 60-day period.
- c) Employees hired to replace current employees who go on maternity leave, illness, injury and W.S.I.B., will be subject to layoff in accordance with the Employment Standards Act of Ontario.

14.05 Grievances concerning layoffs and recalls shall be initiated at Step #2 of the grievance procedure.

14.06 The job bid provisions shall not apply when a vacancy can be filled via the recall procedure.

## **ARTICLE 15 – JOB POSTINGS AND VACANCIES**

15.01

- a) In this Article a vacancy means a position of employment within the bargaining unit which is not filled but does not include any such position which is expected to be of four weeks or less duration.
- b) Temporary full-time vacancies of more than four (4) weeks duration shall be posted if the hours cannot/will not be distributed due to CMI/occupancy rates as per (c) below. Such position shall be filled from applications received on the basis of seniority, provided the senior employee is qualified to perform the normal requirements of the job.

Should the temporary position to replace an employee absent due to illness, injury or maternity/ parental leave continue beyond six (6) months An employee will have the choice to move back to their previous position in six (6) month intervals of a temporary position. The employee will notify the manager one (1) month prior notice, in effort to repost the temporary line.

A part-time employee who takes a temporary full-time position shall remain part-time and continue to receive in lieu benefits.

- c) In the event of long-term vacancies in part-time positions, the hours may be divided evenly amongst the classification and department or filled on a temporary basis.

15.02 When a vacancy occurs the Employer shall post a notice of such vacancy on the bulletin board, the posting will indicate full-time or part-time, the classification and the required shift/shifts and the hourly rate of pay, the name of the hiring manager as well as the minimum qualifications required.

15.03 When filling any vacancy, the Employer shall give preference to an applicant employee in the bargaining unit with the most seniority provided such employee has the ability and qualifications to perform the required work.

15.04

- a) A vacancy shall be posted for seven (7) calendar days (or less by mutual agreement between the Employer and the Union and with written confirmation) and be awarded within seven (7) calendar days. Applicants shall apply to the hiring manager in writing within that time to be eligible. Except in cases when the normal operation of services might be affected, the successful applicant will be scheduled to the new position within seven (7) calendar days of the closing date of the posting but not later than the beginning of the next set of posted schedules.
- b) Notifications to the Union for extensions and/or early filling of job postings due to operational requirements will be communicated to the Union for agreement in these cases.

15.05

- a) The successful applicant shall be placed on trial in a new job classification for a period of one (1) month. Such job classification shall become permanent after the trial period unless the Employer feels that the employee is not suitable for the job classification, and it is required that they return to their former job classification. If the employee involved feels that they are not suitable for the job classification, they may exercise their right to return to their former job classification at any time within the one (1) month trial period.
- b) In the event an employee returns, or is returned, to their former position, the employee will return without any loss of seniority or salary.
- c) Upon completion of the trial period the position shall become permanent, and the successful candidate shall lose all claim to their former position.
- d) The successful candidate shall be placed on the wage grid of the position they bid for in accordance with their seniority/hours of work.

15.06 Employees, who are on vacation, may indicate in advance their desire to apply for a posting if such a posting should occur during their vacation. In such a case the Employer shall fill the vacancy temporarily from within the bargaining unit.

15.07 Any vacancy created by a posting which is not filled from within the same classification will be posted. The vacancy created by a posting within the same classification will be available, on the request of an employee, within 14 calendar days of the vacancy, on the basis of seniority.

At its discretion and where operationally feasible, the employer agrees to consider combining hours of vacant part-time positions to create full-time positions.

15.08 Until the vacancy is filled via the above manner, the Employer may fill the position as it deems appropriate from within the bargaining unit. In the event there are no successful applicants from within the bargaining unit, the Employer may hire from outside the facility.

- 15.09 No employee shall be transferred to a non-bargaining unit position without their consent. If any employee is transferred, they shall retain their seniority and their right to return to the bargaining unit for a period of one month. If an employee return to the bargaining unit, they shall be placed in a job comparable to their former position. Such return shall not result in the layoff or bumping of another employee.
- 15.10 If management exercises any rights referred to above in an inconsistent manner, recourse shall be handled through the grievance procedure.
- 15.11 The Employer shall give notification to the employee and the Union within seven (7) calendar days of the date of appointment to a vacant position and the name of the successful applicant shall be posted on the bulletin board. Until a vacancy is filled by the above procedure the Employer may fill the vacancy as it deems appropriate from within the bargaining unit.
- 15.12 The Employer agrees to post any course data or seminar notifications which may be of interest to the employees for the purpose of upgrading their skill levels relevant to their job classification. Any employee may make application for any course that is posted through the Employer if a leave of absence is required. If more than one qualified employee applies for such leave, seniority will prevail. It is understood that there will be no loss of seniority to any employee on a leave of absence for this purpose.
- 15.13 It shall be the duty of each employee to notify the Employer, the Pension Plan and the Union promptly of any change of address. Notice required by the Employer shall be deemed to be given, if forwarded to the employee at the last address of which the Employer had notice.
- 15.14 Employees' work performance may be evaluated by the employee's supervisor or their designate. An employee will be given an opportunity to review the written evaluation and any other documentation pertaining to the evaluation and to correct any factual error(s). Prior to the evaluation document being filed, an employee may add their comments to the documents or on a separate page which will be considered part of the evaluation. The employee is to sign the evaluation document not for the purpose of indicating agreement, but for the purpose of indicating that they have read and understood the contents. Evaluation meetings will take place during the employees' working hours.
- 15.15 In the event that the Employer creates a new classification in the bargaining unit, the parties shall negotiate wage rates for such new classification(s). If they fail to reach an agreement, the Union may submit the dispute to arbitration, as provided for in this Agreement. If the parties have commenced negotiations prior to the creation of the new classification, the parties agree to establish a wage rate through negotiation or interest arbitration.
- 15.16 The Employer will contact any employee who is on an approved leave of absence by their preferred contact method, advising of a permanent vacancy in their classification. Once internal job vacancy postings are available on the Internet, the Employer's obligation to contact employees will cease.

## ARTICLE 16 – HOURS OF WORK

- 16.01 The following is intended to define the normal hours of work for full-time employees but shall not be interpreted as a guarantee of hours of work per day or per week or days of work per week. The normal hours for full-time employees are seven and one-half (7½) per day plus an unpaid thirty (30) minute meal period and seventy-five (75) hours in a two (2) week period. Should the employee not be able to take the one-half (½) hour lunch break during their shift, it shall be paid as time worked.
- 16.02 No employee shall work more than six (6) consecutive days except by agreement between the parties. This requirement shall not apply between December 15th and January 2nd each year.
- 16.03 a) Full-time employees may be scheduled to work weekends to cover part-time employee shifts during vacations, illness, W.S.I.B., maternity, in the event no part-time staff are available to fill shifts and to ensure appropriate levels of staffing are met.
- The above clause shall not apply to any full-time employees who wish to work weekends.
- The granting of every weekend off will only go into effect if this arrangement requires the Home to hire no additional staff.
- b) Part-time employees will be scheduled for at least every third (3rd) weekend off on average. The Employer will endeavour to arrange schedules so as to provide for every other weekend off. This shall not be construed as requiring the Employer to hire additional staff. This clause shall not apply to any employee who wishes to work more than the number of weekends herein provided.
- c) The Employer shall post work schedules on a four (4) week basis at least two (2) weeks prior to the effective date of the schedule. No change shall be made in the schedule once it is posted, unless by mutual agreement between the Home and the employee(s), or due to the return of an employee who has been off work due to illness, WSIB, maternity leave, LTD, with work restrictions pursuant to Article 15.12 (b), or as a result of a grievance settlement or arbitration award or due to obvious error and with written notification to the Union. The Home will endeavour to schedule employees to work the same shift for at least a two (2) week period. The scheduling of short shifts are exempt from this provision.
- Request for time off in an upcoming schedule must be received no later than forty-eight (48) hours prior to the posting of the schedule.
- 16.04 If an employee wishes to reduce their availability, they shall apply to do so in writing to the department manager. Request shall be considered on a case by case basis. a) There shall be two (2) fifteen (15) minute breaks with pay for all employees during each shift of more than six (6) hours at times designated by the Employer.

- b) Short shifts of more than four (4) hours but less than six (6) hours shall receive one (1) fifteen (15) minute break with pay during the middle portion of such shift at a time designated by the Employer.
- c) The immediate supervisor will be notified if an employee is required to perform duties during their meal break. If unable to take the missed time prior to the end of their shift, the employee will be paid for the meal break at the rate payable for the shift.

16.05 The Employer shall maintain a call-in list. All employees will be included on the list unless they notify the Employer in writing that they do not wish to be called or do not wish to be called for specific days or shifts. Call-ins will be shared as fair and equitably as possible based on the most senior employee with the least number of total shifts being called first. Call-ins will be by shift, not by number of hours (Exception: call-ins for Consistent Scheduling (Article 16.07) will be by number of hours). Each call-in will be indicated on the time schedule as "scheduled", "no answer" or "refused".

The Employer shall bypass an employee on the list who would be eligible for overtime premium if called in to work until such time as all employees who are available would be eligible for overtime pay.

Part-time staff have regularly scheduled shifts, and their first commitment is to those shifts.

Shifts in the above Article include both long and short shifts.

The parties agree to review the process and form at the joint meeting under the Letter of Understanding.

16.06 The Employer will pay each employee's regular hourly rate as set out in Schedule "A" as applicable, for the actual hours worked by such employee on the nights when Daylight Savings Time and Eastern Standard Time are implemented. For greater clarification, an employee working the changeover to Daylight Savings Time in the Spring of any year will receive six and one-half (6 ½) hours wages and an employee working the changeover to Eastern Standard Time in the Fall of any given year will receive eight and one-half (8 ½) hours wages at their applicable straight time hourly rate.

#### 16.07 Consistent Scheduling

- a) It is understood that consistent scheduling applies only to full-time positions in the Nursing and Retirement Homes.
- b) All extra hours that become available in addition to the scheduled ones (i.e. vacation, sick time, LOA's, etc.) when the anticipated absence will be less than four (4) weeks will be offered as per Article 16.05 or by mutual agreement between the parties. It is understood that the Employer's obligation is for non-overtime hours. Part-time employees who take extra shifts due to sick time, LOA's, etc., shall remain part-time employees.
- c) Restorative Care shifts not covered will be distributed by seniority on a call-in basis one (1) scheduled shift at a time to PSW's/HCA's.

- d) Vacations – the Home intends to continue to hire summer vacation relief for peak vacation periods. These vacancies will be posted.
- e) For those employees on consistent schedule, the schedule will not be altered due to paid holidays(s) (Article 19).
- f) The Parties understand that the Home retains the right to add or reduce hours/lines based upon CMI/occupancy. The reduction of hours/lines will follow the terms and conditions of the collective agreement.

## **ARTICLE 17 – OVERTIME AND PREMIUMS**

### **17.01 Overtime Defined**

Employees shall receive wages at the rate of one and one-half (1½) times their regular rate for all time in excess of eight (8) hours per shift or for all time in excess of eighty (80) hours in a bi-weekly pay period. For the purpose of this Article, the lunch period referred to in Article 16.01 shall be counted. Overtime shall not apply if it is the result of a voluntary switch of time at the request of the employee. ALL OVERTIME MUST BE APPROVED BY THE EMPLOYER OR THE EMPLOYER'S DESIGNATE PRIOR TO ANY OVERTIME BEING WORKED.

### **17.02 Call-Back Pay**

A full-time employee who has been called back to work outside their regular working hours shall be paid for a minimum of three (3) hours at overtime rates.

### **17.03 Compensation for Work on 7th Day Not Regularly Scheduled**

No employee shall work more than six (6) consecutive days or more than twenty (20) days in any four (4) week scheduling period, except by agreement between the parties or except in the case of emergency or the employee agrees to work as a result of a call-in to replace an absent employee. All work performed in excess of the above shall be paid for at a rate of time and one-half, unless an agreement has been made.

### **17.04 Turn Around Time**

Except by agreement between the parties or except in the case of emergency, or an employee agrees to work as a result of a call-in to replace an absent employee, an employee shall have a break of at least twelve (12) hours between shifts. An employee who is required to start a new shift within twelve (12) hours of completing their previous shift including overtime shall be paid at the rate of time and one-half for all hours which fall within the twelve hour turn around time.

### **17.05 Reporting Pay**

If an employee who is scheduled to work a four or more-hour shift reports for work and is notified that no work is available, they shall be paid a minimum of three (3) hours pay at **their** regular rate whether required to remain at the Home or to leave immediately.

**17.06 Shift Premium**

All employees (excluding students) shall receive a shift premium of fifty (\$0.50) cents for each hour worked on an afternoon or night shift when a majority of the shift hours occur between 2:30 p.m. and 6:30 a.m.

Shift premium will not be paid for any hour in which an employee receives overtime premium, and shift premium will not form part of the employee's straight time hourly rate.

**Weekend Premium**

Employees shall be paid a weekend premium of forty-five cents (\$0.45) per hour effective upon ratification, for hours worked between Friday at 11:00pm and Sunday at 11:00pm.

17.07 A Registered Practical Nurse (RPN) who is designated to be In-Charge of the building on any shift, shall receive one dollar (\$1.00) per hour for every hour designated In-Charge, to a maximum of \$7.50 per shift in addition to their regular salary or any other applicable premiums.

17.08 In the event employees (of their own accord) for their own personal convenience, wish to exchange shifts with appropriately qualified employees presently in the employ of the Employer, they must first submit such request (forty-eight (48) hours in advance of the proposed change), in writing, to their immediate supervisor, for written approval or denial. The Employer shall not be responsible or liable for overtime claims, and non-compliance with the above provisions that might arise or accrue as a result of the exchange of shifts.

Permission will not be unreasonably withheld. However, it is understood by all parties that an employee cannot give away or exchange all scheduled hours on a continuous basis in order to work only one (1) shift or to avoid working a particular shift.

Those employees working Consistent Schedule (Article 16.07) will be restricted to two (2) shift exchanges/give-aways in a bi-weekly pay period.

Consistent Scheduling shall not be construed as shift preference.

The Employer may approve additional shift changes for special circumstances. The employee must have approval prior to any additional shift changes taking place.

17.09 There shall be no pyramiding of any premium throughout this agreement. For example, employees will not receive overtime on shift premium, weekend premium, responsibility, in lieu, or overtime premiums.

**ARTICLE 18 – VACATIONS**

18.01 For purposes of the vacation schedule, credits will be determined as of December 31st of the calendar year preceding the year in which vacations are taken. All vacations must be taken within the calendar year and cannot be accumulated from one year to the next.

18.02 Employees will be requested to record their vacation scheduled preference on a sheet to be posted from February 15 to March 15 of each year. A semi-approved schedule will be posted by April 1, giving more senior employees an opportunity to bump by April 10 if denied. A final approved schedule will be posted by April 15.

Employees requesting vacation between January 2<sup>nd</sup> and April 15<sup>th</sup> shall be on a first come first served basis.

Employees who fail to schedule their vacation during February 15 to March 15 will be considered for vacation periods not previously committed on a first come, first served basis, after the final schedule is posted

18.03 The Employer shall determine the times when vacations may be taken and will give preference to the more senior employees who have requested specific time periods in compliance with the vacation posting notice. The Employer shall endeavour to schedule vacation so that the vacation will commence immediately following an employee's regularly scheduled days off.

Vacation requests for the period between December 20<sup>th</sup> and January 2<sup>nd</sup> will not be approved.

18.04 Vacation pay shall be paid to employees on the normal pay day during their vacation (if applicable), unless the employee gives the Employer sufficient notice in writing that they wish their vacation pay on the pay immediately prior to the commencement of their vacation.

Vacation pay may be included on the same cheque as the regular pay cheque for the pay immediately prior to the vacation period. The amount of vacation pay shall be for the amount of vacation time taken, if applicable, and the cheque shall be treated in a similar manner to a regular pay for tax purposes as the pay for the total period.

Students shall receive their vacation pay added to each pay cheque.

Employees with outstanding vacation credits as of November 1st will be advised. Any employee entitled to vacation pay who has not received vacation pay by December 1st of that year, shall be paid vacation pay no later than December 31<sup>st</sup> of that year.

18.05 Employees shall be granted vacation with pay according to the following Schedule:

<b>Service as of Dec 31</b>	<b>Vacation</b>
Under one year	4% of gross earnings for the period worked; time off at the rate of one (1) day per month, to a maximum of ten (10) working days
one year, but less than three years	Two weeks
three years, but less than eight years	Three weeks
eight years, but less than fifteen years	Four weeks
fifteen years, but less than twenty years	Five weeks
Twenty years; but less than twenty-nine	Six weeks
Twenty-nine years or more	7 weeks

Vacation pay shall be granted on 2% of gross earnings for each week of vacation during the twelve (12) months immediately preceding December 31st in each year for each week of entitled vacation.

18.06 Part-time employees shall be granted vacations according to the following schedule:

<b>Service as of Dec 31</b>	<b>Vacation</b>
Under one year	4% of gross earnings for the period worked; time off at the rate of one (1) day per 170 hours worked
One year, but less than 4800 hours	Two weeks
4,801 hours, but less than 12, 800 hours	Three weeks
12,801 hours, but less than 24,000 hours	Four weeks
24,001 hours, but less than 32,000 hours	Five weeks
32,001 hours, but less than 46,400 hours	Six weeks
More than 46,400 hours	Seven weeks

Vacation pay shall be based on 2% of gross earnings for each week of vacation during the twelve months immediately preceding December 31st in each year for each week of entitled vacation.

A part-time employee accepting a full-time position shall receive vacation based upon date of hire.

A full-time employee accepting a part-time position shall receive vacation based upon hours worked.

## **ARTICLE 19 – PAID HOLIDAYS - Full-Time Only**

19.01 Holidays

For employees who have completed their probationary period, the Employer shall recognize the following as paid holidays:

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

- 19.02 If another Federal, Provincial or Municipal Holiday should be proclaimed during the term of this Agreement, such additional proclaimed holiday will replace one of the paid holidays specified above which is not yet a statutory holiday and which has not yet been observed in the year in question. The intent is that there will be no more than the number of paid holidays per calendar year set out in this Agreement for the duration of this Agreement.
- 19.03 In order to qualify for holiday pay a full-time employee must work their shift with the Employment Standards Act.
- 19.04 Employees eligible for holiday pay shall be credited with pay computed at straight time for the holidays referred to above.
- 19.05 An employee who qualifies for holiday pay and who works on the holiday will receive pay at the rate of time and one-half (1½) the employee's regular rate for the work performed on such holiday in addition to the employee's holiday pay.
- 19.06 An employee who is not eligible or who is not qualified and who is required to work on any of the named holidays will receive pay at the rate of time and one-half (1½) the employee's regular rate of pay for each hour worked.
- 19.07 If one of the above-named holidays occurs on an employee's regular day off or during their vacation period, the employee shall receive an additional day off in lieu thereof within thirty (30) days prior or ninety (90) days after the holiday unless otherwise arranged between the employee and the supervisor, or a day's pay.
- 19.08 **Paid Holidays - Part-Time**  
A part-time employee who works on a paid holiday shall be paid time and one-half (1 ½) their straight time hourly rate for all hours worked on the holiday.

## **ARTICLE 20 – PAYMENT OF WAGES AND ALLOWANCES**

### **20.01 Pay Days**

- a) Wages, in accordance with Schedule "A" attached hereto and forming part of this Collective Agreement, shall be paid on Thursdays on a bi-weekly basis, with all employees being on direct deposit.
- b) If an employee is underpaid, as a result of the employee's mistake, the error will be corrected on the pay period following the date on which the underpayment first comes to the Employer's attention. If the employee is underpaid by one (1) shift or more, as a result of the Employer's mistake, the Employer will provide payment of the shortfall within 48 hours, excluding Saturday, Sunday and statutory holidays from the date it is notified of the error or by mutual agreement between the Employer and the employee. Pay and payroll will be based upon the employee's sign-in sheet, provided the sign-in sheet is available during the shift(s) the employee works. It is each employee's responsibility to ensure that their hours of work are accurately recorded on the sign-in sheet.

**20.02 Pay on Transfer to Lower Rated Position**

When an employee is temporarily assigned to a position paying a lower rate, their rate shall not be reduced. When an employee is temporarily assigned to a position a higher paying rate, their rate will be the higher rate.

**20.03 Uniform Allowance- Full Time Only**

A uniform allowance of twelve dollars (\$12.00) per each month worked shall be paid to employees. Effective date of December 6, 2021.

The uniform allowance will be added to the regular pay cheque and paid on the first pay of each month.

**ARTICLE 21 – SICK LEAVE - Full-Time Only**

21.01 In addition to the weekly indemnity plan referred to herein, employees will be entitled to a sick leave plan based on the following:

- a) Sick leave shall be for the sole purpose of protecting employees in the event of illness.
- b) On completion of their probationary period, an employee shall be granted one (1) day of sick leave credits for each full month remaining in the calendar year.
- c) On January 1st of each year, each seniority employee then employed shall be credited with twelve (12) days of sick leave credits.
- d) An employee shall be entitled to have those days absent due to sickness from their scheduled shift paid for at their normal rate for the hours they thus missed, so long as they have sick leave credits. The amount of sick leave credits shall be reduced by one (1) for each day for which the employee claims such payment.
- e) In February of each year, each employee shall receive a fifty percent (50%) payout of those sick leave credits unused during the previous year at **their** then existing rate of pay.

**21.02 Influenza Vaccine**

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

- a) Employers recognize that employees have a right to refuse any required vaccination.
- b) If an employee refuses to take the vaccine required under this provision, they will be reassigned during the outbreak period, unless reassignment is not possible, in which case they will be placed on unpaid leave. If an employee is placed on unpaid leave, they can use banked lieu time or vacation credits to keep their pay whole.
- c) If an employee gets sick as a result of the vaccination, and applies for WSIB, the Employer will not oppose the claim.

- d) If the full cost of such medication is not covered by some other source, the Employer will pay the full or incremental cost for the vaccine and will endeavour to offer vaccinations during the employee's working hours. In addition, employees will be provided with information, including risks and side effects, regarding the vaccine.
- e) This clause shall be interpreted in a manner consistent with the Ontario Human Rights Code.

## **ARTICLE 22 – LEAVE OF ABSENCE**

### **22.01 Union Leave**

- a) The Union will be entitled to an aggregate of fifty (50) union leave days per calendar year for the purpose of conducting union business and/or training. The Union will provide notice, in writing, of the request for leave at least two (2) weeks prior to the posting of the schedule in which the leave is to occur. The Employer will replace any shifts approved for leave. If the request for leave, in writing, is submitted within the above two (2) week period, the employee may be required to find their own replacement. If the request for leave, in writing, is submitted after the schedule, in which the leave is to occur, has been posted, the employee will be required to find their own replacement. In these circumstances, the Employer will waive the two (2) switch per pay period provisions.
- b) An employee promoted to a position with the National Union shall be granted a leave of absence up to one (1) year. Such leave may be renewed annually upon request of the employee.

### **22.02 Parental/Pregnancy Leave**

- a) Parental/pregnancy leave will be granted in accordance with the provisions of the Employment Standards Act (ESA) as amended from time to time.
  - 1) An employee shall give at least two (2) weeks notice of their intention to return to work, however, their leave shall not end before the expiration of six (6) weeks unless other arrangements are made with the Employer and approved by their physician. An employee returning early from their parental/pregnancy leave shall give four (4) weeks notice.
  - 2) The Employer may require on medical grounds, that the leave of absence must begin on a date earlier than that requested by the employee, if at such time the duties of their position cannot be reasonably performed by a pregnant woman, or the performance of the employee's work is materially affected by the pregnancy, and the employee must, if requested by the Employer, furnish medical proof of their fitness to resume their employment following their leave of absence.
- b) Effective February 1, 2011, an employee on pregnancy leave shall be entitled to a SUB top-up of seventy-five percent (75%) for a period of fifteen weeks.

### **22.03 Bereavement Leave**

An employee shall be granted five (5) days without loss of pay in case of the death of a mother, father, sister, brother, spouse (including same sex spouse), child or

grandchild and for any other person the employee is legally responsible. Such leave shall end the day following the day of the funeral.

An employee shall be granted up to three (3) days leave of absence without loss of pay to attend the funeral of a grandparent, mother-in-law, father-in-law, sister-in-law, brother-in-law son-in-law and daughter-in-law. Such leave shall end the day following the day of the funeral.

An employee shall be granted up to one (1) day leave of absence without loss of pay to attend the funeral of an employee's aunt, uncle, niece or nephew.

In this Article "day" shall include all calendar days.

If excessive travel is required, an employee may be granted a leave of absence without pay and without loss of seniority. Such request will not be unreasonably denied.

In all cases pay shall be only for scheduled days missed.

In the case where a memorial service/internment is held at a later date, the employee may set aside one (1) day from their entitlement.

Where a bereavement occurs while the employee is on vacation, such days that would otherwise be considered to be bereavement leave may be taken as such, and the vacation lost shall be rescheduled at a mutually agreeable time.

#### **22.04 Jury Duty**

When an employee is required to serve on a jury, they shall be relieved of their duties for such time as it may require, and they shall be paid the difference between their fee as a juror and their earnings for the time lost. It is the employee's responsibility to come to work on any day that would otherwise be a scheduled working day that they are not actually required for jury duty, or to be present in court. The employee shall make a claim for jury duty pay, in writing, to their supervisor and they shall present proof of service, and the amount of payment received.

It is understood that an employee will only be paid the difference, if they had been scheduled on the day(s) they were required to serve on a jury.

#### **22.05 Education Leave**

An employee shall be entitled to leave of absence without pay and without loss of seniority and benefits to write examinations to upgrade their employment qualifications providing the Employer is able to adequately staff the Home without violating scheduling requirements or causing an employee to work overtime.

#### **22.06 General Leave**

The Employer may grant leave of absence without pay to any employee for legitimate personal reasons. The employee, to be considered for such leave of absence, must make their request known to the Employer, in writing, as soon as possible as the need for such leave becomes known to the employee. Such consent shall not be unreasonably withheld, having regard to the reason for the requested leave and the staffing requirements of the Home.

Employees may request up to ten (10) unpaid emergency days leave of absence as set out in the Employment Standards Act.

## **ARTICLE 23 – EMPLOYEE BENEFITS**

### 23.01

a) The following benefits apply to full-time employees only:

- 1) The Employer shall pay 100% of the premium cost for a \$10 - \$20 deductible per calendar year supplementary health insurance plan which includes drugs and a vision care rider of four hundred (\$400.00) including one (1) eye examination each twenty-four (24) months and hearing aids three hundred (\$300.00) dollars every five (5) years. The benefits described in Article 23.01 (a) 1) are available to the applicable employee and their dependents. Eligible dependents are the employee's spouse and unmarried children up to age 21 if;
  - a. living at home and attending school full-time; or,
  - b. living at home, out of school, but not employed full-time; or,
  - c. unmarried children up to age 25 if a full-time student at college or university.
- 2) The Employer shall provide a Drug Card. Generic substitution for drugs will be supplied unless other is prescribed by the employee's physician.
- 3) The Employer shall pay 100% of the premium cost for twenty-five 25,000.00 term life insurance policy. Effective April 23, 2019,
- 4) The Employer shall pay 100% of the premium costs for a basic and restorative dental plan based on the current O.D.A. schedule as amended from time to time.
- 5) The Employer shall pay 100% of the billed rate of a weekly indemnity plan which will be integrated with the U.I.C. standards and will provide a weekly benefit of two-thirds ( $\frac{2}{3}$ ) earnings to a maximum of U.I.C. with a maximum benefit period of seventeen (17) weeks payable on the first day of accident and on the eight day of illness. The specific entitlement referred to above is subject to the details contained in the plan. This improved benefit is accepted by the Union in satisfaction of any employee's share of the unemployment insurance premium rebates which will then become payable to the company.
- 6) Mental health services provided by a psychologist, psychiatrist or a social worker will be covered to a maximum of five hundred (\$500.00) per year.

### **7) SEMI-PRIVATE COVERAGE:**

SPECIALIZED HOSPITAL BENEFIT: 100% cost of semi-private room exceeding ward rate per day.

If you or your eligible dependent require confinement in an approved hospital for treatment of alcoholism or other substance or drug abuse as an in-patient then the daily charges exceeding the hospital's daily ward rate, to the maximum of the semi-private rate, are eligible.

An Approved Hospital is:

- any private institution legally constituted as a Hospital in Ontario which is licensed by law and approved by the Province.
- having its services and ward rates insured by the Province's Health Insurance Plan.

#### **LIMITATIONS AND EXCLUSIONS**

- any costs incurred for rental of a telephone or television, or other costs for conveniences in connection with a hospital stay, are not eligible expenses.
- b) Notwithstanding any other provisions of the Collective Agreement, the Employer is not obliged to make any premium payments in respect of any employee who is on layoff, or leave of absence (including union leave, etc.) in excess of sixty (60) calendar days. Employees whose illness continues beyond the coverage therein provided, shall be permitted to continue coverage at their own expense for a period of up to twelve (12) months provided the premiums are paid to the Administrator on a monthly basis.

If timely payment is not made, coverage will cease until the employee is eligible to be covered after they return to work.

- c) Should the Employer change carriers for any benefits as outlined in 23.01 a) the Employer agrees to maintain the same benefit levels.

23.02 A part-time employee, not including students, who has completed their probationary period, shall receive in lieu of all fringe benefits (being those benefits to an employee in whole or in part as part of direct compensation or otherwise, save and except salary, vacation pay, reporting pay, jury and witness duty and bereavement pay) an amount of twelve percent (12%) at their regular straight time hourly rate for all straight time hours paid effective on the beginning of the pay period following settlement.

#### **23.03 The Nursing Homes and Related Industries Pension Plan**

Effective the first pay period immediately following ratification, the following Article shall apply.

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

- a) "Plan" is defined as the Nursing Homes and Related Industries Pension plan, being a multi-employer plan.

"Applicable Wages" is defined as 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 and similar payments are excluded.

"Eligible Employee" is defined as full-time and part-time Employees in the bargaining unit who have completed nine hundred and seventy-five (975) hours of

service and who are not prohibited from contributing to the Plan by legislation or the Plan rules because of their age or because they are in receipt of a pension from the Plan.

- b) Each Eligible Employee covered by this Collective Agreement shall contribute for each pay period an amount equal to four percent (4%) of their applicable wages to the Plan. The Employer shall contribute on behalf of each eligible employee for each pay period an amount equal to four percent (4%) of applicable wages to the Plan.

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

The Employer shall contribute on behalf of all employees who would be Eligible Employees but for their age or their receipt of a pension from the Plan four percent (4%) of Applicable Wages to a fund of the employee's choice.

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

- c) The Employee and the Employer contributions shall be remitted by the Employer 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.
- d) The Union acknowledges and agrees that other than making its contributions to the Plan as set out in this Article, the Employer shall not be obligated to contribute toward the cost of benefits provided by the Plan or be responsible for providing any such benefits.

The Union and the 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 that is 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 exceed that which the Employer would have if the Plan were a defined contribution plan.

- e) The Employer agrees to provide the Plan Administrator on a timely basis with all information required pursuant to the Pensions Benefits Act, R.S.O. 1990, Ch. P-8, as amended, which the Administrator may reasonably require in order to properly record and process pension contributions and pension benefits.

The following information shall be provided to the Administrator of the Plan in electronic format.

For further specificity, the items required for each eligible employee by Article 23 of the agreement are:

- i. To be provided once only at Plan commencement:

Date of hire  
Date of birth  
Date of first contribution  
Seniority List to include hours from date of hire to Employers' fund entry date (for the purpose of calculating past service credit)

ii. To be provided with each remittance:

Name  
Social Insurance Number  
Monthly remittance  
Pensionable earnings  
Year to Date pension contributions  
Employer portion of arrears owing due to error or late enrolment by the Employer

iii. To be provided once, and if status changes:

Full address as provided to the Employer by the employee  
Termination date when applicable (MMDDYY)  
Gender  
Marital status

iv. To be provided annually but no later than December 1<sup>st</sup>

Current complete address listing

Details of all absences of members from the workplace due to an injury for which the member received Workplace Safety and Insurance Board benefits.

Any additional information requests, beyond that noted above may be provided, if possible, by the Employer at the expense of the Plan, unless the Employer is obligated by law to provide the information.

- f) The Employer agrees to be bound by the terms of the Agreement and Declaration of Trust and the rules and regulations of the Plan adopted by the Trustees, both as may be amended from time to time.

## **ARTICLE 24 – HEALTH AND SAFETY**

### **24.01**

- a) It is a mutual interest of the parties to promote health and safety in workplaces and to prevent and reduce the occurrence of workplace injuries and occupational diseases. The parties agree that health and safety is of the utmost importance and agree to promote health and safety and wellness throughout the organization. The Employer shall provide orientation and training in health and safety to new and current employees on an ongoing basis, and employees shall attend required health and safety training sessions.

The Home and all employees shall comply with all applicable federal, provincial and municipal health and safety legislation, regulations and policies. All standards established under such legislation, regulations and policies shall constitute

acceptable practice which may be improved upon by agreement of the Joint Occupational Health and Safety Committee or in negotiations with the Employer.

Accordingly, the parties fully endorse the responsibilities of employer and employee under the *Occupational Health and Safety Act*, making particular reference to the following:

- The employer shall take every precaution reasonable in the circumstances for the protection of a worker
- When the employer receives written recommendations from a health and safety representative, that employer shall respond in writing within twenty-one days.
- The employer's response shall contain a timetable for implementing the recommendations the employer agrees with and give reasons why the employer disagrees with any of the recommendations that the employer does not accept.
- The employer shall ensure that the equipment, materials and protective devices as prescribed are provided.
- Duties of Workers

**A worker shall:**

- a. work in compliance with the provisions of this Act and the regulations;
- b. use or wear the equipment, protective devices or clothing that the worker's employer requires to be used or worn;
- c. report to their employer or supervisor the absence of or defect in any equipment or protective device of which the worker is aware and which may endanger themselves or another worker; and
- d. report to their employer or supervisor any contravention of this Act or the regulations or the existence of any hazard of which they know.

**No worker shall:**

- a. remove or make ineffective any protective device required by the regulations or by their employer, without providing an adequate temporary protective device and when the need for removing or making ineffective the protective device has ceased, the protective device shall be replaced immediately;
- b. use or operate any equipment, machine, device or thing or work in a manner that may endanger themselves or any other worker; or
- c. engage in any prank, contest, feat of strength, unnecessary running or rough and boisterous conduct.

The Union agrees to endeavour to obtain the full cooperation of its membership in the observation of all safety rules and practices.

**b) Joint Health and Safety Committee**

- i. Recognizing its responsibilities under the applicable legislation, the Employer agrees to accept as a member of its Joint Occupational Health and Safety Committee ("JOHSC"), one (1) representative selected or appointed by the Union from amongst bargaining unit employees. At least one of the employees representing workers under the *Occupational Health and Safety Act*, who are

trained to be certified workers as defined under the *Act*. The Employer agrees that the Union may opt to train and certify alternate workers at their own expense.

A member of the JOHSC shall be deemed to be at work while the member is fulfilling the requirements for becoming certified by the Workplace Health and Safety Agency, and the member's employer shall pay the member for the time spent at the member's regular or premium rate as may be proper. [*Occupational Health and Safety Act, Sec.9(36)*]. This provision does not apply with respect to workers who are paid by the Agency for the time spent fulfilling the requirements for becoming certified. [*Occupational Health and Safety Act, Sec. 9(37)*]

- ii. The JOHSC shall identify potential dangers and hazards, including infectious and communicable diseases, monitor health and safety conditions and practices, institute means of improving health and safety programs and develop and implement plans to protect employees and improve conditions related to safety and health.

The JOHSC shall conduct monthly inspections of the workplace.

- iii. The Employer shall provide the JOHSC written information which identifies biological agents, compounds, substances, by-products and physical hazards known to be associated with the work environment. Where applicable, this information shall include, but not be restricted to, the chemical breakdown of trade name descriptions, information on known and suspected potential hazards, the maximum concentration exposure levels, precautions to be taken, symptoms, medical treatment and antidotes.

The Employer shall provide the members of the Joint Occupational Health and Safety Committee with the details of every accident, incident, or occurrence of an occupational disease that occurred at the worksite in the previous month(s). In addition, the employer shall provide members of the committee with any other health and safety records in the possession of the employer, including records, reports and data provided to and by the Workplace Safety and Insurance Board and other government departments and agencies.

- iv. The JOHSC may determine appropriate solutions to promote health and safety in workplaces, including, but not limited to:
  - Violence in the Workplace (include Verbal Abuse)
  - Musculoskeletal Injury Prevention
  - Infectious and Communicable Diseases
  - Needle Stick Injury Prevention
  - Employees who regularly work alone or who are isolated in the workplace
  - Proposed changes to procedures, machines, materials and equipment that will impact the health and safety of employees
  - The nature, content and duration of health and safety training programs for employees
  - The use of personal protective equipment by employees

- v. It is understood that communication on issues of mutual concern should occur between the Joint Health and Safety Committee, Infection Control, Risk Management and Emergency Planning.
- vi. Meetings shall be held every third month or more frequently at the call of the co-Chairs, if required. The JOHSC shall maintain minutes of all meetings and make the same available for review.
- vii. Any representative appointed or selected in accordance with b) i) hereof, shall serve for a term of at least one (1) calendar year from the date of appointment. Time off for representatives to perform these duties shall be granted.

**A member of a committee is entitled to,**

- A. one hour or such longer period of time as the committee determines is necessary to prepare for each committee meeting;
- B. such time as is necessary to attend meetings of the committee;
- C. such time as is necessary to carry out inspections and investigations under subsection 9(26), and 9(31) of the *Act*. [*Occupational Health and Safety Act, Sect 9(34)*];
- D. where an investigation is required under the *Occupational Health and Safety Act*, the JOHSC shall determine the appropriate member or members who will participate in the investigation, recognizing the interests of a CUPE representative to be involved in an investigation involving CUPE members if available;
- E. in all cases of lost time work related injuries, the Employer and the safety representative along with the injured employee will conduct an accident investigation. Through the investigation the cause[s] of the accident shall be determined and the recommendations developed to minimize the risk of reoccurrence.

- viii. It is understood that there is one (1) JOHSC for both the nursing and retirement facilities in Arthur.

c) Right to Refuse

- i. The Union recognizes that resident care is a priority and can override personal safety (i.e., a resident falling), etc. However, a worker may refuse to work or do particular work where they have reason to believe that,
  - A. any equipment, machine, device or thing the worker is to use or operate is likely to endanger, themselves another worker or resident;
  - B. the physical condition of the workplace or the part thereof in which they work or is to work is likely to endanger themselves;
  - C. any equipment, machine, device or thing they are to use or operate or the physical condition of the workplace or the part thereof in which they work or is to work is in contravention of this *Act* or the regulations and such contravention is likely to endanger themselves or another worker; or [*Occupational Health and Safety Act, Sec. 43 (3)*]

- D. the information, protective equipment, protective clothing and devices are inadequate to allow the employee to safely perform their duties.
- ii. A refusal to work or do particular work as outlined above shall not be considered a contravention of the collective agreement.
- iii. A refusal to work following an investigation or any steps taken to deal with the circumstances that caused the worker to refuse to work or do particular work, the worker has reasonable grounds to believe that:
  - A. the equipment, machine, device or thing that was the cause of the refusal to work or do particular work continues to be likely to endanger themselves, or another worker;
  - B. the physical condition of the workplace or the part thereof in which they work continues to be likely to endanger themselves; or
  - C. any equipment machine, device or thing they are to use or operate or the physical condition of the workplace or the part thereof in which they work or is to work is in contravention of this Act or the regulations and such contravention continues to be likely to endanger themselves, or another worker, the worker may refuse to work or do the particular work and the employer or the worker or a person on behalf of the employer or worker shall cause an inspector to be notified thereof.

#### 24.02 **Worker's Compensation**

For an employee who is absent due to illness or injury that is compensable under the Workplace Safety & Insurance Act, the following shall apply:

- a) The Employer shall continue to pay all health and welfare benefits in accordance with Article 23.01(b).
- b) An employee will be ineligible for paid holiday, sick leave or any other benefits mentioned in this Agreement during any absence covered under the Workers' Compensation Act except where specified otherwise.
- c) if the anticipated length of an absence due to a compensable accident is one (1) month or more, the Employer will post notice of the vacancy in accordance with the job posting procedure. An injured employee shall have a period of twenty-four (24) months within which they shall retain seniority and shall have the right to return to their former classification provided they are physically able to perform the full job duties.
- d) In accordance with Section (c) above, the returning employee shall displace the employee with the least seniority in the classification to which the former is returning.
- e) If, in the opinion of their doctor, the employee who returns to work within a twenty-four (24) month period is qualified and capable of performing the full duties of a job classification other than their previous classification which they are unable to perform, and provided such work is available, they may exercise their seniority and displace another employee with less seniority in the classification.

#### 24.03 **Return to Work**

The Employer and the Union are committed to a consistent, fair approach to meeting the needs of disabled workers, to restoring them to work which is meaningful for them and valuable to the Employer, and to meeting the parties' responsibilities under the law.

To that end, the Employer and the Union agree to cooperate in facilitating the return to work of all WSIB related and non-WSIB related disabled employees. The Employer and the Union agree that ongoing and timely communication by all participants in this process is essential to the success of the process.

Employees returning to work after an injury or illness and who require accommodation and/or have restrictions will meet with the Employer and a representative from the Union, if available.

A disabled employee who has obtained medical clearance from their treating physician to return to work will provide the employer with this verification of their ability to return to work including information regarding any restrictions, including an FAF, if applicable.

In creating a return-to-work plan, the Employer and the Union will examine the disabled employee's abilities and accommodation needs to determine if the employee can return to their:

- i. Original position
- ii. Original department
- iii. Original department/position with modifications to the work area and/or equipment and/or the work arrangement.
- iv. Alternate positions outside the original unit.

An employee in need of permanent accommodation shall be temporarily accommodated, if necessary, until a permanent arrangement is established. The parties may agree to a written agreement for temporary accommodations of extended duration.

The Employer will advise the Union of offers of permanent accommodation. If a vacancy is identified as suitable for accommodation purposes, the Employer may recommend holding the posting in consultation with the Committee to determine:

- a) Whether the posting of the position under the collective agreement between the parties may be waived;
- b) Whether a position outside the bargaining unit may be an appropriate position for accommodating an employee;
- c) When the parties agree to a permanent accommodation whether or not a job posting is waived, and whether or not the position is inside the bargaining unit, the parties will sign an agreement containing the details of the accommodation.

In the event the accommodation placement is unsuccessful, the parties will meet to determine next steps.

The Employer position of an employee requiring permanent accommodation may be posted under the following circumstances:

- a) The employee is permanently accommodated in another position or arrangement;
- b) The weight of the medical evidence establishes that there is no reasonable prospect of a return to their original position in the foreseeable future;
- c) Where an employee is accommodated to a position outside the bargaining unit, they shall, subject to the articles of the collective agreement, retain their seniority.
- d) In the event the parties are not able to agree on any aspect of the implementation of the return-to-work protocol described above, or the resultant plan, it is the parties understanding that each party is entitled to exercise their rights under the grievance procedure.

#### 24.04 **Employment of Disabled Workers**

The Union and the Employer acknowledge their obligation to accommodate certain individuals under the Human Rights Code of Ontario and agree that this Collective Agreement will be interpreted in such a way as to permit those obligations to be discharged.

A disabled employee who has obtained medical clearance from their treating physician to return to work will provide the Employer with this verification of their ability to return to work including information regarding any restrictions. The employee will advise their manager that they wish to return to work. The Employer will advise the manager when they are cleared to return to work.

When a returning employee is in need of modified work or a permanent accommodation the Employer will notify the Union representative and will provide to them the information obtained above provided the employee agrees.

As soon as practicable, the parties will meet with the affected employee and the manager to create and recommend a return-to-work plan.

#### **Modified Work Provision**

- a) An employee who is unable through work related injury or disability to perform their normal duties shall be given any available light work or accommodated as necessary provided that they are capable and qualified to perform at the rate of pay for that work. Such employee shall not displace an employee with greater seniority.
- b) In the event an employee is returning from a W.S.I.B. claim or a sick leave claim and has not provided the Employer with SEVEN (7) CALENDAR DAYS NOTICE of their return to work they shall be placed on the "on call" list until such time that the Employer posts a new schedule, at which time the employee shall resume their regular schedule.
- c) The Employer will be financially responsible for any costs of medical progress reports, asked for specifically by the Employer under the modified work provision, should the attending physician charge for the completion of this information.

## **ARTICLE 25 – NO CONTRACTING OUT**

The Employer agrees that during the term of this Collective Agreement there shall not be any contracting out of any work currently being performed by members of the bargaining units, if as a result of such contracting out a layoff of any employee, other than casual part-time employees, results from such contracting out. Contracting out to an Employer who is organized and who will employ the employees of the bargaining unit who would otherwise be laid off at the same or better rate of pay, is not a breach of this Agreement.

## **ARTICLE 26 – GENERAL**

- 26.01 The Employer agrees to provide a bulletin board for the Union to use for the purpose of posting information concerning union business. It is further agreed that copies of such notices be given to the Employer prior to posting for the purpose of information only.
- 26.02 Whenever the singular, masculine or feminine is used in this Agreement, it shall be considered as if the plural, feminine or masculine has been used where the context of the party or parties hereto so requires.
- 26.03 The Union and the Employer desire every employee to be familiar with the provisions of this Agreement and **their** rights and duties under it. For this reason, the Employer shall arrange, within sixty (60) days of ratification/award, for the printing of sufficient copies of the agreement, in booklet form, with the cost of such printing to be borne equally by the Employer and the Union.
- 26.04 It shall be the duty of each employee to promptly notify the Employer, Union, and the Pension plan of any change of address. Where notification is required by the Employer, it shall be deemed to have been given if sent to the last address given to the Employer by the employee.
- 26.05 For each one (1) year or eighteen hundred hours (1800 hours) of recent and related experience, prior to employment with Caressant Care Arthur a Registered Practical Nurse (RPN) shall advance up to the maximum on the wage grid (Schedule "A"). It is necessary, in all cases, for the employee to provide proof of recent and related experience in writing on letterhead. The change in rate of pay will go into effect the first full pay period after proof is provided.
- 26.06 All Registered Staff (RPN's) will provide proof of renewal of their Provincial Licence by the end of February each year, unless delayed by circumstances beyond the control of the Registered Staff. The Employer will not be obligated to schedule, past mid March, any Registered Practical Nurse who has not provided proof of Licence renewal.
- 26.07 The Employer will advise employees, by way of posted notice, of in-service training sessions for which attendance is mandatory. Such sessions will be held during regular working hours and employees will be compensated at regular rates of pay for time spent in attendance.

26.08 An employee may be required to obtain a doctor's note prior to returning to work from illness or injury. Doctors' notes required by the employer and not covered by WSIB shall be paid for in accordance with current legislation.

## ARTICLE 27 – TERM OF AGREEMENT

### 27.01 Duration

- a) This Agreement shall continue in effect until March 31, 2025, and shall continue automatically thereafter during annual periods of one (1) year each, unless either party notifies the other in writing within ninety (90) days prior to the expiration date that it desires to amend or terminate this Agreement.
- b) In the event of such notification being given as to amendment of the Agreement, negotiations between the parties shall begin within fifteen (15) days following such notification.
- c) If, pursuant to such negotiations, an agreement on the renewal or amendment of this Agreement is not reached prior to the current expiration date, this Agreement shall be automatically extended until consummation of a new Agreement or completion of the proceeding prescribed under the Labour Relations Act, 1980, of the Province of Ontario and the Hospital Labour Disputes Arbitration Act, 1980, as amended, whichever should first occur.

### 27.02 Retroactivity

- a) Retroactivity will be paid for all hours paid by the Employer to all employees on the payroll as of April 1, 2022, and to all new employees hired since that date on the basis of the rates indicated in Schedule "A". Retroactivity shall be paid by separate cheque within sixty (60) days of the date of ratification.
- b) If an employee shall have completed their probationary period and terminated their employment since April 1, 2022 and is entitled to a minimum of \$25.00, the Employer shall advise the former employee in writing by Registered Mail to the last known address on the records of the Employer and the former employee shall have thirty (30) days from the posting in which to claim by Registered Mail any payment due to their and failing claim for payment, the Employer shall not be further obligated for payment to such former employee.
- c) All other provisions of this Collective Agreement shall become effective as of the date of ratification unless otherwise specified in this Collective Agreement.

Signed at Arthur, Ontario on December 16, 2024.

CARESSANT CARE NURSING AND  
RETIREMENT HOMES LTD., Arthur,  
Ontario

THE CANADIAN UNION OF PUBLIC  
EMPLOYEES and its LOCAL 2037

*WM Sanginesi*

*Michelle Leies*  
michelle leies (Dec 14, 2024 15:31 EST)

*Patty Eckenswiler*  
Patty Eckenswiler (Dec 14, 2024 20:18 EST)

*Jason DeFraga*  
Jason DeFraga (Dec 16, 2024 17:09 EST)

**SCHEDULE A – Wages for Caressant Care Nursing Home, Arthur**

<b>Classification</b>	<b>Steps Hours</b>	<b>23-Apr-2021</b>	<b>3.5% 1-Apr-2022</b>	<b>3.5% 1-Apr-2023</b>	<b>RPN Change only Feb,15/2024</b>	<b>3.5% 7-Dec-2024</b>
<b>Aides: Housekeeping, Dietary, Laundry Activity, Nurse Clerk</b>	Start	19.33	<b>20.01</b>	<b>20.71</b>		<b>21.43</b>
	End of Probation	20.14	<b>20.85</b>	<b>21.58</b>		<b>22.33</b>
	1 Year	20.99	<b>21.73</b>	<b>22.49</b>		<b>23.27</b>
	2 Years	21.82	<b>22.58</b>	<b>23.37</b>		<b>24.19</b>
<b>Nurse Aide/Cook</b>	Start	20.14	<b>20.85</b>	<b>21.58</b>		<b>22.33</b>
	End of Probation	20.99	<b>21.73</b>	<b>22.49</b>		<b>23.27</b>
	1 Year	21.84	<b>22.60</b>	<b>23.40</b>		<b>24.21</b>
	2 Years	22.33	<b>23.11</b>	<b>23.92</b>		<b>24.76</b>
<b>Health Care Aide Personal Support Worker</b>	Start	23.50	<b>24.22</b>	<b>25.07</b>		<b>25.94</b>
	End of Probation	24.34	<b>25.09</b>	<b>25.96</b>		<b>26.87</b>
	1 Year	25.15	<b>25.93</b>	<b>26.84</b>		<b>27.77</b>
	2 Years	25.60	<b>26.39</b>	<b>27.31</b>		<b>28.27</b>
<b>Food Service Supervisor</b>	Start	21.95	<b>22.72</b>	<b>23.52</b>		<b>24.34</b>
	End of Probation	22.82	<b>23.62</b>	<b>24.45</b>		<b>25.30</b>
	1 Year	23.68	<b>24.51</b>	<b>25.37</b>		<b>26.26</b>
	2 Years	23.94	<b>24.78</b>	<b>25.64</b>		<b>26.54</b>
<b>RPN</b>	Start	26.04	<b>26.95</b>	<b>27.89</b>	<b>30.42</b>	<b>28.87</b>
	End of Probation	26.41	<b>27.33</b>	<b>28.29</b>	<b>30.83</b>	<b>29.28</b>
	1 Year	26.47	<b>27.40</b>	<b>28.36</b>	<b>30.90</b>	<b>29.35</b>
	2 Years	26.77	<b>27.71</b>	<b>28.68</b>	<b>31.24</b>	<b>29.68</b>
<b>Activity Coordinator</b>	Start	20.35	<b>21.06</b>	<b>21.79</b>		<b>22.56</b>
	End of Probation	21.41	<b>22.15</b>	<b>22.93</b>		<b>23.73</b>
	1 Year	22.02	<b>22.79</b>	<b>23.59</b>		<b>24.41</b>
	2 Years	22.50	<b>23.29</b>	<b>24.11</b>		<b>24.94</b>

**Caressant Care Nursing and Retirement Homes Ltd., Arthur Nursing Home  
Collective Agreement Expiring: March 31, 2025**

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<b>RSA</b>	Start	<b>17.00</b>	<b>17.60</b>	<b>18.21</b>		<b>18.85</b>
	End of Probation	<b>17.58</b>	<b>18.20</b>	<b>18.83</b>		<b>19.49</b>
	1 Year	<b>18.58</b>	<b>19.23</b>	<b>19.90</b>		<b>20.60</b>
	2 Years	<b>19.11</b>	<b>19.78</b>	<b>20.47</b>		<b>21.19</b>
<b>Students 18 &amp; over</b>	Start	<b>16.55</b>	<b>17.13</b>	<b>17.73</b>		<b>18.35</b>
<b>Student under 18</b>	Start	15.60	<b>16.15</b>	<b>16.71</b>		<b>17.30</b>

Employees who have successfully completed the Health Care Aide/Personal Support Worker at a Community College and Registered Nursing assistants, Graduate Nurses and Graduate Registered Nursing Assistants working as Nurse Aides shall receive the Health Care Aide/Personal Support Worker rate of pay.

## LETTER OF UNDERSTANDING

Between

CARESSANT CARE ARTHUR NURSING AND RETIREMENT HOME

And

CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 2037

### **Re: Twelve Hour Shifts (Extended Tours)**

For nurses working extended tours, a regular tour shall be comprised of 11.25 paid hours, which shall include forty-five (45) minutes of paid break time, and forty-five (45) minutes of unpaid break time.

#### Scheduling

The following scheduling provisions shall apply to all nurses working extended tours as follows:

- a) The normal daily extended tour shall be eleven point two five (11.25) hours in any twenty-four (24) hour period, exclusive of a total of forty-five (45) minutes of unpaid mealtime.
- b) No more than three (3) consecutive extended tours shall be scheduled.
- c) At least 11.25 hours time off will be scheduled between shifts.
- d) A weekend is defined as a minimum of five (5) consecutive extended tours off, which shall commence no later than 1900 hours Friday. It is understood that nurses will not be required to report back to work from a regularly scheduled weekend off prior to 0700 hours Monday.
- e) Shift and weekend premiums as per Article 17.06 and In Charge as per Article 17.07 will be paid for the same hours applied to seven and one-half (7 ½) hour shifts, the intention being that the total amount of shift and/or weekend premium will not change because of the move to extended tours.
- f) The Home will not schedule split shifts. The parties agree to recognize the need for a short shift.  
A nurse may not be required to change tours of duty more than once during a week.  
The Home will not change a posted schedule with less than forty-eight (48) hours notice, unless by mutual agreement.
- g) At least forty-eight (48) consecutive hours off shall be scheduled off following the turnaround shift. A shorter period of time between changes may be agreed upon by mutual consent.
- h) The Home will provide at least two (2) weekends off in four (4).

- i) If the nurse is required to work on a third (3<sup>rd</sup>) consecutive and subsequent weekend, they will receive premium payment as defined in the collective agreement, for all hours worked on that weekend and subsequent weekends, until a weekend is scheduled off, save and except where:
  - ii) Such weekend has been worked by the nurse to satisfy specific days off requested by such nurse;
  - iii) Such nurse has requested weekend work; or
  - iv) Such weekend is worked as a result of an exchange with another nurse.
- j) Payment for bereavement leave, jury and witness duty, full-time sick pay and full-time paid holidays is based upon eleven point two five (11.25) hours. The sick bank is deducted and/or paid as per the shift missed.
- k) Shift exchanges will be in accordance with Article 17.08.
- l) Overtime premium as set out in Article 17.01 shall be paid for all hours paid in excess of eleven point two five (11.25) on a scheduled extended tour or seventy-eight point seven five (78.75) hours bi-weekly.
- m) Two (2) weeks' notice will be given when staffing levels allow for the return to a schedule of eight (8) hours per shift.

Signed at Arthur, Ontario on \_\_\_\_\_.

CARESSANT CARE NURSING AND  
RETIREMENT HOMES LTD., Arthur, ON

THE CANADIAN UNION OF PUBLIC  
EMPLOYEES and its LOCAL 2037

*WM Sanginesi*

*Michelle Leies*  
michelle leies (Dec 14, 2024 15:31 EST)

*Patty Eckenswiller*  
Patty Eckenswiller (Dec 14, 2024 20:18 EST)

*Jason DeFraga*  
Jason DeFraga (Dec 16, 2024 12:09 EST)

**LETTER OF UNDERSTANDING**

Between

CARESSANT CARE ARTHUR NURSING AND RETIREMENT HOME

And

CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 2037

**RE: Consistent Scheduling**

It is understood that consistent scheduling applies to all full-time employees, with the exception of the Activities Department.

To the extent that it is operationally feasible, the home will maintain shift preferences (day, afternoon, night) for part-time employees. Any changes that will impact shift preference or consistent schedule will be made in reverse seniority. A Part-Time employee will normally be scheduled not more than eight (8) shifts bi-weekly, unless mutually agreed.

This process will trial for six (6) calendar months, starting January 1, 2022, and revisited by the parties before May 1<sup>st</sup>, 2022, to discuss. July 2022, either party may request to extend, amend, or delete this process and rely on the Collective Agreement language at 16.07 a). Upon mutual agreement this process will continue until December 2022.

The Union membership will hold meetings November 2022 and a vote on the LOU process and implementing or deleting it moving forward.

Signed at Arthur, Ontario on December 16, 2024.

CARESSANT CARE NURSING AND  
RETIREMENT HOMES LTD., Arthur, ON

THE CANADIAN UNION OF PUBLIC  
EMPLOYEES and its LOCAL 2037

*WM Sanginesi*

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Jason DeFraga (Dec 16, 2024 17:09 L51)