

Collective Agreement

Avalon Retirement Centre

And

The Canadian Union of Public Employees
And its Local 4314

CUPE / *Canadian Union
of Public Employees*

January 1, 2023 – December 31, 2024

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COLLECTIVE AGREEMENT

AVALON RETIREMENT CENTRE
(hereafter called the “Employer”)

AND

THE CANADIAN UNION OF PUBLIC EMPLOYEES, and its Local #4314
(hereafter called the “Union”)

WHEREAS IT IS THE DESIRE OF BOTH PARTIES TO THIS AGREEMENT:

- a) to maintain and improve the relationship between them and to settle the conditions of employment on behalf of the Employer’s employees;
- b) to recognize the mutual value of joint discussions and negotiations in all matters pertaining to working conditions, employment, services, etc.;
- c) to encourage efficiency in the Employer’s operation;
- d) to promote the morale, well-being and security of the employees in the bargaining unit;
- e) to secure best possible care and health protection for the residents.

AND WHEREAS it is now desirable that methods of bargaining and all matters pertaining to the working conditions of the employees be drawn up in an agreement;

NOW THEREFORE, the Employer and the Union agree as follows:

ARTICLE 1 – PURPOSE

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

ARTICLE 2 – RECOGNITION

2.01 Scope of the Bargaining Unit

Avalon Retirement Centre recognizes the Union as sole collective bargaining agent for all employees of Avalon Retirement Centre in the Town of Orangeville, save and except Registered Nurses, Registered Practical Nurses employed at the Retirement Lodge, administration office staff, supervisors, persons above the rank of supervisor and students employed during the school vacation period.

2.02 Union Activity on Premises

The Union will not be permitted to hold union meetings on the premises of the Employer except as provided for in this Agreement or with the permission of the Administrator.

2.03 Work of the Bargaining Unit

Persons excluded from the bargaining unit shall not perform duties normally performed by employees in the bargaining unit which shall directly cause or result in the layoff or reduction in hours of work of an employee in the bargaining unit.

2.04 Contracting Out

The Employer shall not contract out any work usually performed by members of the bargaining unit if, as a result of such contracting out, a lay-off of any employees 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 with similar terms and conditions of employment is not a breach of this agreement.

The contracting out of the Dietary, Housekeeping, Laundry and Maintenance Departments is as governed by the Letter of Understanding.

2.05 No Other Agreements

No employee shall be required or permitted by the Employer to enter into a verbal or written agreement which conflicts with the terms of this collective agreement.

2.06 Correspondence

All correspondence pertaining to the express provisions of this Agreement shall pass to and from the Administrator or their designate and the President of the Local Union.

2.07 No Discrimination

- a) The Employer and the Union agree that there shall be no discrimination or harassment contrary to the Ontario Human Rights Code of any employee by the Employer or the Union by reason of race, ancestry, place of origin, colour, ethnic origin, citizenship, creed, age, sex, marital status, or family status.
- b) The Employer and the Union agree to abide by the Ontario Human Rights Code.
- c) The Employer and the Union agree that they will not condone workplace violence or workplace harassment as defined in the Occupational Health and Safety Act.
- d) The parties further agree that neither the Employer nor the Union will discriminate, intimidate, interfere, restrict or coerce an employee because of the employee's membership or non-membership in the Union or because of the employee's activity or lack of activity in the Union.

ARTICLE 3 – DEFINITIONS

3.01 Full-Time Employee

A full-time employee is defined as an employee who is regularly scheduled to work more than forty-eight (48) hours bi-weekly, exclusive of unpaid meal periods.

3.02 Part-Time Employee

A part-time employee is defined as an employee who is regularly scheduled to work forty-eight (48) hours or less bi-weekly, exclusive of unpaid meal periods.

3.03 Casual Employee

A casual employee is a part-time employee who is provided with hours of work on an "as needs" basis.

In order to maintain employment status, a casual employee must accept and work at least two (2) shifts in each calendar month in which shifts are offered to the employee, and one (1) of those shifts must be a weekend shift if offered. Where extenuating circumstances exist, the Employer may temporarily waive this condition of employment.

Shifts will be offered to casual employees on an equitable basis.

ARTICLE 4 – STRIKES AND LOCKOUTS

- 4.01 During the term of this Agreement, the Employer agrees that it will not lock out employees and the Union agrees that there shall be no strike at Avalon Retirement Centre.
- 4.02 The terms "Strike" and "Lockout" shall be defined in accordance with the definition set out in the Labour Relations Act of the Province of Ontario.

ARTICLE 5 – MANAGEMENT RIGHTS

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

To maintain order, discipline and efficiency and to make, alter and enforce reasonable rules and regulations to be observed by the employees;

- a) To hire, lay-off, direct, promote, transfer, classify, assign duties, discipline, suspend or otherwise discharge employees, provided that a claim that an employee who has completed the probationary period has been discharged without just cause may be the subject of a grievance and dealt with as hereinafter provided;
- b) Generally to plan, manage, and control the work of the employees and the operations of the facility, and without restricting the generality of the foregoing: to determine the services to be rendered; to determine the kinds and locations of machines, tools, instruments and equipment and to introduce new and improved methods, facilities, equipment; to control the extension, limitation, curtailment or cessation of operations including the planning or splitting up of departments, work schedules and the increase or reduction in personnel in a particular area or overall; to determine the subcontracting of work; to select and control the use of all materials required in the operation of the facility, to schedule the work and services to be provided and performed; to control the amount of supervision necessary; to determine the qualifications needed by employees; to make, write and enforce reasonable regulations governing the use of materials, equipment and services; subject to the terms of this Agreement.
- c) The Employer shall not exercise its rights in an arbitrary or discriminatory manner.

ARTICLE 6 – UNION SECURITY CHECK-OFF

- 6.01
- a) As a condition of employment, all employees will pay union dues as provided for in this Article.
 - b) Union dues deductions shall be made from the payroll bi-weekly and shall be forwarded to the National Secretary Treasurer of the Union not later than the 15th day of the month following accompanied by one (1) list of all the names of all employees from whose wages, deductions have been made.

This list will also include the names and addresses of the employees terminated during that month.

6.02 The Employer will provide the Union with the addresses and phone numbers of the employees on file at the facility at least once per year in January.

6.03 The Employer shall notify the Union monthly of all promotions, demotions, hirings, lay-offs, transfers, recalls, terminations, resignations and retirements within the bargaining unit.

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

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

6.06 New Employees

- a) The Employer agrees to acquaint new employees with the fact that a Union Agreement is in effect and with the conditions of employment set out in the Articles dealing with dues Check-Off.
- b) The Employer agrees that a Local Union representative will be given the opportunity to interview each newly hired employee, once, within the employee's first thirty (30) days of employment, for the purpose of advising such employee of the existence of the Union and of his rights and obligations under the terms of this Agreement. Such interview may take place on the Employer's premises at a time and location designated by the Employer for such interview and shall not exceed fifteen (15) minutes duration. Where there is more than one (1) employee hired in the same time frame, the Employer may arrange for a group interview. The Employer will advise the Union of the time and location of the opportunity to interview for new employees a minimum of 48 hours prior to such an opportunity.

ARTICLE 7 – UNION COMMITTEES & REPRESENTATION

7.01 Authorized Representatives

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

7.02 Representatives of CUPE

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

7.03 Bargaining Committee

A Union negotiating committee shall be constituted of four (4) employees elected or appointed from amongst employees in the bargaining unit (along with a National Representative of the Union), one of which will, if possible, be from the retirement home.

The Union will advise the Employer in writing of the names of the members of the union negotiating committee.

Employees on the negotiating committee will be paid their straight time regular rate of pay for regularly scheduled hours lost due to attendance at negotiations with representatives of the Employer up to and including conciliation.

Employee members of the Union negotiating committee who are scheduled to work on the night, day or evening shift of the day of negotiations will be scheduled off and will receive their regular pay for all their scheduled hours lost on that shift provided that they attend the negotiating meeting.

The parties shall cooperate in scheduling negotiating meetings to minimize the impact on staffing levels at the Facility.

7.04 Grievance Committee

The Union shall have the right to a Grievance Committee of five (5) members from the bargaining unit to deal with complaints or grievances as set out in the collective agreement.

Employees on the Grievance Committee will receive their regular pay for all regularly scheduled working hours lost due to attendance at grievance meetings with the Employer, as set out in this agreement up to but not including arbitration.

7.05 Permission to Leave Work

The Union understands that each Steward is employed to perform their regular work duties for the Employer.

No Steward shall leave their work without obtaining the permission of their supervisor or designate which shall not be unreasonably withheld. The Employer reserves the right to limit the Steward's absence from their work if the time taken is considered excessive or if the Steward does not perform their duties under this Agreement in a prompt manner. In return, the Employer will pay Stewards for any regular hours of work missed under this provision.

7.06 Labour Management Relations Committee

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

7.07 Occupational Health and Safety Committee

- a) The Employer and the Union agree that they mutually desire to maintain standards of safety and health in the facility in order to prevent injury and illness.
- b) A joint Health and Safety Committee shall be constituted with representation of at least half by employees from the various bargaining units and of employees who are not

represented by unions and who do not exercise managerial functions, which Committee shall identify potential dangers, recommend means of improving the health and safety programs and obtain information from the Employer or other persons respecting the identification of hazards and standards elsewhere. Two (2) members of this bargaining unit shall be designated by the Union to sit on the Committee. The Committee shall normally meet quarterly. Time spent in meetings is to be considered time worked and will be paid at regular or premium rates as may be proper. Minutes shall be taken of all meetings and copies shall be sent to the Employer and the Union.

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

ARTICLE 8 – COMPLAINTS AND GRIEVANCES

8.01 Definition of Grievance

For the purpose of this agreement, a grievance is defined as a difference that arises between the parties arising from the interpretation, application, administration or alleged violation of this agreement including any question as to whether a matter is arbitrable.

8.02 Step 1

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

Step 2

Should the employee feel that their grievance has not been settled satisfactorily, the grievor may within ten (10) working days of the date that the Step 1 response was given file a written grievance to the Administrator or designate. The written grievance will indicate the nature of the dispute, and the redress sought. Then a Committee comprised of the grievor and two (2) members of the Grievance Committee shall meet with the Administrator and Department Head or designate within ten (10) working days of the reference of the written grievance to the Administrator. It is further agreed that a representative of the Canadian Union of Public Employees may be present at the meeting and that the Administrator may have such counsel and assistance as they may desire at such meeting.

8.03 Policy Grievance

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

8.04 Group Grievance

When a group of employees have identical grievances as set out in (8.02) above, they may present a group grievance identifying each employee who is grieving within ten (10) working days of the alleged grievance. The grievance shall then be treated as being initiated at Step No. 2

8.05 If arbitration of any grievance is to be invoked, the request shall be made in writing by either party within twenty (20) working days after the date of the reply at Step 2.

8.06 All agreements reached under the grievance and arbitration procedure between the representative of the Employer and the representatives of the Union will be final and binding upon the Employer and the Union and the employees.

8.07 Saturdays and Sundays and paid holidays shall not be considered working days within the scope of the grievance and arbitration process.

ARTICLE 9 – ARBITRATION

9.01 It is agreed by the parties hereto that any difference of opinion relating to the interpretation, application or administration of this Agreement which cannot be settled after exhausting the Grievance Procedure shall be settled by arbitration. A Notice of Intent to Arbitrate shall be forwarded to the Administrator within the time limits set out in Article 8.05 and such notice shall contain the name of the grievor's appointee to the Arbitration Board. Within ten (10) working days from the receipt of the Notice of Intent to Arbitrate, the other party must in turn name their appointee. A third person to act as Chairman shall be appointed by the respective appointees. Should either party fail to name their appointee within ten (10) working days or should the appointees fail to appoint a Chairman within ten (10) working days from the date of their appointment, either party or their appointee shall request the Office of Arbitration, Ontario Ministry of Labour, to make the appropriate appointment.

9.02 Each of the parties hereto shall bear the expense of the nominee appointed by it, and the parties hereto shall jointly bear equally the expense of the Chairperson, and any cost of the place of hearing of such arbitration, if any when the necessity arises. The Employer and the Union agree that by mutual written agreement of the parties, a Sole Arbitrator may be substituted for a Board of Arbitration and the other provisions referring to arbitration board shall appropriately apply.

9.03 It is agreed and understood that the Arbitration Board shall have no authority to alter, modify, or annul any part of this Agreement or to make any decision inconsistent with the provisions of this Agreement.

9.04 The Arbitration Board shall hear and determine the matter and shall issue a decision which shall be in writing and contain the reasons for the decision. The decision of the majority shall be the decision of the Arbitration Board, but if there is no majority decision, the decision of the Chairperson will govern. The decision will be final and binding upon the parties hereto and the Employer or employees concerned.

- 9.05 The time limits set out in the grievance and arbitration procedures are mandatory subject to section 48 (16) of the Labour Relations Act. Such time limits may be extended by mutual written agreement by the parties.
- 9.06 No person may be appointed as arbitrator who has been involved in an attempt to negotiate to settle the grievance, except were agreed by the parties.

ARTICLE 10 – DISCIPLINE, DISCHARGE, DISCIPLINARY & PERSONNEL FILES

10.01 Special Grievances

A claim by an employee who has completed the probationary period that they have been unjustly discharged or a claim by an employee that they have been unjustly suspended from their employment will be treated as a special grievance commencing at Step 2 of the Grievance Procedure, provided such claim is filed with the Employer within ten (10) working days after the discharge or suspension occurs.

10.02 Discharge, Suspension Grievances

Grievances relating to discharge or suspension may be settled by confirming the action taken by the Employer or by reinstating the employee with full compensation or by any other arrangement which is just and equitable to the parties or a Board of Arbitration.

10.03 Right to Union Representation

At the time that formal discipline is imposed, an employee shall have upon their request the right to the presence of a Union Steward. The Employer shall advise the employee in advance of their right to make such a request.

10.04 Copies of Disciplinary Notations

A copy of any formal disciplinary notation will be provided to the President of the Union and to the employee involved.

10.05 Access to Personnel File

Once per calendar year, an employee may request, with reasonable notice to the Employer, to view the contents of their personnel files, including any evaluation forms and shall have the right to respond in writing to any document contained therein. Such reply shall become part of the permanent record. The employee shall have the right to have a Steward present and viewing of the personnel file shall be in the presence of the Administrator or designate. An employee shall be provided with a copy of items from the personnel file upon request at a reasonable cost.

10.06 Clearance of Disciplinary Record

Any disciplinary letter of reprimand, suspension or other disciplinary sanction shall be removed from the record after a period of eighteen (18) months, provided that there has been no subsequent discipline during the eighteen (18) month period. Notwithstanding the

foregoing, all disciplinary action in regard to resident abuse will remain on the record for a period of thirty-six (36) months and will be removed after a period of thirty-six (36) months, provided that there has been no subsequent discipline during the thirty-six (36) month period.

Leaves of absence in excess of thirty (30) continuous calendar days will not count toward the eighteen (18) month period.

ARTICLE 11 – SENIORITY

11.01 Seniority is defined as the length of continuous service in the bargaining unit since the last date of hire.

Seniority and service shall accumulate as follows, except as expressly provided otherwise in this agreement: for full-time employees, from date of last hire. For part-time employees eighteen hundred (1800) hours paid within the bargaining unit equals one (1) year of seniority.

An employee whose status is changed from part-time to full-time shall receive credit for their full seniority and service on the basis of one (1) year of seniority for each eighteen hundred (1800) hours paid within the bargaining unit and vice-versa. Any time worked in excess of an equivalent shall be pro-rated at the time of the transfer from part-time to full-time status. No employee shall accumulate more than one (1) year of seniority in any given year of employment.

CLARITY NOTE: The seniority and service method of accumulation in 11.01 became effective on December 3, 2001. Employees employed as of December 3, 2001, were credited with their prior seniority and service in accordance with the formula set out in the first collective agreement.

11.02 Newly hired employees in the bargaining unit must complete a probationary period of four hundred and fifty (450) hours actively worked from date of hire.

With the written consent of the Employer, the probationary employee, and the Union, such probationary period may be extended. Any extension agreed to will be in writing and will specify the length of the extension.

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

The discharge of a probationary employee shall not be the subject of a grievance or arbitration.

11.03 A seniority list for all employees shall be drawn and posted on the bulletin board. The list shall be revised on January 1 and July 1 of each year and forwarded to the Union by the end of the month. Employees' names and classifications shall appear on the seniority list in order of their seniority. The seniority list will be open for correction upon proof of error for thirty (30) days after posting. After thirty (30) days of posting, the list, as corrected if proof of error was received within the thirty (30) days, will be deemed to be correct and final."

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

- a) quits their employment, or retires;
- b) is discharged and not reinstated; through the grievance and arbitration procedures;
- c) is laid off for thirty-six (36) consecutive months or time equal to the employee's length of service, whichever is lesser;
- d) is absent for three (3) consecutive scheduled shifts without sufficient cause and without notifying the Employer unless such notice was not reasonably possible;
- e) utilizes a leave of absence for purposes other than those for which the leave may be granted;
- f) fails to return to work after the completion of a leave of absence granted by the Employer unless through sickness or sufficient cause;
- g) is absent for more than twenty-four (24) months because of sickness or physical disability or both, or by reason of absence while on WSIB. Prior to the automatic termination of employees working under this clause the Employer agrees to ensure that any action taken by the Employer complies with the Ontario Human Rights Code.
- h) Fails upon being notified of a recall to signify their intention to return within five (5) calendar days after they have received the notice of recall mailed by registered mail to the last known address according to the records of the Employer and fails to report for work within ten (10) calendar days after they have received the notice of recall or such further period of time as may be agreed upon by the parties. The parties agree that where an employee is not able to return to work within the ten (10) calendar daytime-frame due to illness or disability, the employee will not be terminated but will be placed at the bottom of the recall list.
- i) Engages in gainful employment during a leave of absence without the written permission of the Employer

11.05 Effect of Absence

Whenever they are used in the Collective Agreement, the terms seniority and service shall be defined as per Article 11.01 subject to the following conditions:

- a) It is understood that during an approved absence not paid by the Employer not exceeding thirty (30) continuous calendar days or any approved absence paid by the Employer, both seniority and service will accrue.
- b) During an absence not paid by the Employer exceeding thirty (30) continuous calendar days other than an absence under the pregnancy and parental provisions, credit for service for purposes of salary increment, vacation, sick leave, or any other benefits under any provisions of the Collective Agreement elsewhere, shall be suspended; the benefits concerned appropriately reduced on a pro-rata basis and the employee's anniversary date adjusted accordingly. In addition, the employee will become responsible for full payment of subsidized employee benefits in which they are participating for the period of the absence exceeding thirty (30) continuous calendar days.

- c) It is further understood that such leave of absence not paid by the Employer, credit for seniority for purposes of promotion, demotion, transfer or lay-off shall be suspended and not accrue during the period of absence. Notwithstanding this provision seniority shall accrue for a period of twenty-four (24) months if an employee's absence is due to a disability resulting in WSIB benefits.

Benefits: WSIB, Sick Leave, Paid Leave

The employer shall continue to pay its share of premiums for benefit plans for employees who are on paid leave of absence or WSIB if the employee continues their contribution towards said benefits. It is understood that the obligation of the Employer to pay the aforesaid benefits while on WSIB shall continue for up to twenty-four (24) months following the date of the injury. It is further understood that in the case of sick leave, the Employer will continue to pay its share of premiums for up to sixty (60) calendar days.

Pregnancy/Parental Leave

Notwithstanding this Article, seniority and service will accrue during a pregnancy or parental leave in accordance with Article 14.03. The Employer will continue its share of the benefit premiums during a pregnancy or parental leave in accordance with Article 14.03.

11.06 Transfer out of Bargaining Unit

No employee shall transfer to a position outside of the bargaining unit without the employee's consent. If an employee is transferred to a position outside of the bargaining unit, they shall retain their seniority accumulated to the date leaving the unit but will not accumulate any further seniority. After one (1) year the employee transferring outside the bargaining unit will lose seniority rights within the bargaining unit. The Union shall be notified by the Employer in writing prior to the employee's commencement of the new position.

ARTICLE 12 – LAYOFFS AND RECALLS

12.01 Lay-Off Notice

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

In the event of a layoff of a permanent or long-term nature, the Employer will provide affected employees who have completed the probationary period with no less than once months' notice or such longer notice as may be required in accordance with the Employment Standards Act. However, the Employment Standards Act will be amended to provide notice to the affected employee as follows:

- If their service is greater than 9 years – 9 weeks' notice
- If their service is greater than 10 years – 10 weeks' notice
- If their service is greater than 11 years – 11 weeks' notice
- If their service is greater than 12 years – 12 weeks' notice

12.02 Lay-Off Procedure

Both parties recognize that job security should increase in proportion to length and quality of service. Therefore:

- a) In the event of a lay-off, the employer shall lay-off employees in reverse order of their seniority within their classification, provided that there remain on the job employees who have the ability and qualifications as required by law to perform the work.
- b) An employee who is subject to lay-off shall have the right to either:
 - i) Accept the lay-off; or
 - ii) Displace an employee who has lesser bargaining unit seniority in a lower or identical paying classification in the bargaining unit if the employee originally subject to lay-off is qualified for and can perform duties of the lower or identical paying classification without training other than orientation. Such employee so displaced shall be laid-off.
 - iii) It is understood that the displaced employee has the options as per (ii) above.
 - iv) The decision of the employee to choose (i) or (ii) above shall be given in writing to the Administrator within three calendar days following notification of lay-off. Employees failing to do so will be deemed to have accepted the lay-off.
 - v) Effective December 21, 2012 – In the event that an employee employed in the Retirement Lodge in the Personal Support Worker/Health Care Aide or Life Enrichment Aide/Resident Attendant classifications is subject to layoff and there are no employees within the Retirement Lodge with lesser seniority in an identical or lower paying classification, then the employee may displace an employee employed in the Personal Support Worker/Health Care Aide, Restorative Care Aide or Life Enrichment Aide classifications in the Nursing Home provided that the employee has the required qualifications and is qualified for and can perform the duties without training other than orientation. The decision of the employee to choose this option must be given in writing to the Administrator within the timeframes in iv) above

12.03 Recall Rights

- a) An employee shall have opportunity of recall from lay-off to an available opening, in order of seniority, provided they have the ability and qualifications, as required by law, to perform the work before such opening is filled on a regular basis under a job posting procedure. The posting procedure in the Collective Agreement shall not apply until the recall process has been completed.

In determining the ability and qualifications to perform the work for the purposes of the paragraph above, the Employer shall not act in an arbitrary manner.

- b) No new employees shall be hired until all those laid off have been given an opportunity to return to work and have failed to do so, in accordance with the loss of seniority provisions, or have been found unable to perform the work available.

- c) It is the sole responsibility of the employee who has been laid off to notify the employer of their intention to return to work within five (5) calendar days (exclusive of Saturdays, Sundays and Paid Holidays) after being notified to do so by registered mail, addressed to the last address on record with the Employer (which notification shall be deemed to have been received after the second day following the date of mailing) and return to work within ten (10) calendar days after being notified. The notification shall state the job to which the employee is eligible to be recalled and the date, time and location at which the employee shall report for work. The employee is solely responsible for his proper address being on record with the Employer.

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

- 12.04 Grievances concerning layoffs and recalls shall be initiated at Step 2 of the Grievance Procedure.

ARTICLE 13 – PROMOTIONS, JOB VACANCIES, TRANSFERS

- 13.01 Where a permanent vacancy occurs or a new position is created in the bargaining unit which the Employer requires to be filled or a temporary vacancy of more than six weeks is anticipated or expected, which the Employer requires to be filled, the Employer will post notice of such permanent vacancy, new position or temporary vacancy on the main bulletin board for seven (7) calendar days, in order that any interested Employee may apply. Subsequent vacancies created as a result of the operation of this provision need only be posted for three (3) calendar days. Where the Employer does not post notice of vacancy it will notify the Union of its reasons.
- 13.02 Postings shall contain the following information: classification, qualifications, rate of pay and department concerned, hours of work and shift rotation, if any. A copy of the posting shall be forwarded to the President of the Union.
- 13.03 The Employer shall have the right to fill any permanent vacancy, new position, or temporary vacancy on a temporary basis until the posting procedure provided herein has been complied with and arrangements have been made to permit the successful applicant selected to fill the new vacancy, new position or temporary vacancy to be assigned to do the job.
- 13.04 No outside advertising shall be made until employees have had an opportunity to apply as provided in 13.01. However, if no applications from qualified employees are received by the end of the seventh calendar day of posting, the Employer may start proceedings to secure applications from outside the bargaining unit.
- 13.05 The Employer retains the right to fill the vacancy from other sources if employee(s) do not possess the qualifications needed for the job or if no employee applications are received.
- 13.06 Seniority shall be used for preference or priority for promotions, transfers, or when making staff changes when the employee concerned has the required ability, experience and qualifications for the job.

- 13.07 A probationary employee will only be considered for a posted vacancy where the Employer has determined that no full-time or part-time applicant with seniority is qualified for the position.
- 13.08 A notice shall be posted on the appropriate bulletin boards advising of the successful applicant(s) with a copy forwarded to the President of the Union.
- 13.09 The successful applicant to a job posting will be placed on a trial period. The trial period for employees shall be one hundred and fifty (150) hours paid. Conditional on satisfactory service such trial promotion shall become permanent upon completion of the trial period. In the event that the successful applicant proves unsatisfactory in the position during the aforementioned trial period, or if the employee wishes to return to their former position, they shall be returned to their former position and salary without loss of seniority. Any other employee promoted or transferred because of the rearrangement of positions shall also be returned to their former position and salary without loss of seniority.
- 13.10 Temporary Vacancies
- Temporary vacancies anticipated to be less than six (6) weeks duration shall not be posted unless otherwise agreed between the Employer and the Union.
- A vacancy which is reasonably expected to last more than six (6) weeks will be posted stating that the position is limited and shall indicate the estimated duration of the limited job. Upon termination of a limited job, the employee filling the vacancy shall be returned to the classification and job location in which they last worked. In the event that a part-time employee is the successful applicant, the said employee shall retain their part-time status during the limited full-time period. An employee filling a temporary vacancy of six (6) weeks or longer duration shall not bid on any other temporary posting that has an effective date that occurs during the duration of the temporary vacancy. It is understood that a full-time employee may not apply or be considered as an applicant for a temporary part-time vacancy.
- Where an employee is the successful applicant to a temporary vacancy of indefinite duration and the vacancy extends to one (1) year and is reasonably anticipated to last for more than an additional six (6) weeks then the employee may elect to resign from the temporary vacancy and return to their former position and all other employees who were promoted or transferred as a result of the original filling of the temporary vacancy shall be returned to their former positions.
- 13.11 When an employee is promoted to a higher rated job classification, they shall receive the next higher rate within the new classification above the rate they were receiving at the time of placement in the new job classification.
- 13.12 In the event that the successful applicant declines the posting or accepts and subsequently declines prior to the effective date for filling the vacancy, the vacancy will not be re-posted but the Employer will offer the vacancy to the next highest ranked qualified applicant in accordance with the selection criteria in 13.06 and so on until the vacancy is filled. Notwithstanding the foregoing, if the employee withdraws acceptance and thirty (30) calendar days or more have elapsed since the employee had accepted the position and the employee has not yet commenced filling the vacancy, then the Employer will re-post the vacancy.

13.13 Assignment of Temporary Hours

- a) Where the Employer decides to add temporary hours to an existing permanent master line rotation, the Employer exercising its management rights will determine the unit, shift and times within the shift for which the hours will be added as well as the duties to be performed during the additional hours. The Employer's decision will be based upon its assessment of the operational and resident needs. Where there are two or more employees in the classification working within the applicable unit, working the identical shifts and performing the same duties as to where the Employer decides to add the temporary hours, the Employer will add the temporary additional hours to the most senior of these employees' master line rotation.
- b) In the event that the Employer subsequently determines to make the temporary hours permanent the line to which the temporary hours were added will be awarded the permanent hours and the line will not be posted under Article 13.

ARTICLE 14 – LEAVES OF ABSENCE

14.01 Personal Leave of Absence

The Administrator may grant a request for leave of absence for legitimate personal reasons provided that they received at least one (1) months' notice in writing and further provided that such leave may be arranged without undue inconvenience to the normal operations of the facility. In the case of an emergency, the one month's notice may be waived. Leave shall not be unreasonably withheld.

All accumulated paid holidays and vacation leave must be taken before a personal leave of absence will be granted. It is understood that personal leaves of absence will not be granted during the prime summer vacation period of June 15th – September 15th and during the period of December 15th to January 15th.

Employees when applying for such leave shall indicate the proposed date of departure and return and the reason for the leave.

14.02 Union Leave

A leave of absence without pay shall be granted to employees to attend convention, schools and seminars conducted by the Union, provided the Union gives the Employer at least two (2) weeks' notice in advance of the requirement of the employee to absent themselves and provided that in the judgement of the Employer, the efficiency of the operations shall not be affected by such leave. In any event, there shall be no more than four (4) employees on any such leave at any one time. Leave of absence granted under this article shall not exceed forty-five (45) days during a calendar year.

14.03 Pregnancy and Parental Leave

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

I. Pregnancy Leave

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

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

- ii) The employee must have started employment with the Employer at least thirteen (13) weeks prior to the expected date of birth.
- iii) The employee shall give at least two (2) weeks' notice of their intention to return to work. The employee may, with the consent of the Employer, shorten the duration of the leave of absence requested under this Article upon giving the Employer two (2) weeks' notice of their intention to do so, and furnishing the Employer with a certificate of a legally qualified medical practitioner stating that they are able to resume their work.

Additional leave of absence may be taken under 14.03 II Parental Leave.

- b) An employee who does not apply for leave of absence under 14.03 (a) i) and who is otherwise entitled to pregnancy leave, shall be entitled to and shall be granted leave of absence in accordance with 14.03 (a) i) upon providing the Employer, before the expiry of two (2) weeks after they ceased to work, with a certificate of a legally qualified medical practitioner stating that they were not able to perform the duties of their employment because of a medical condition arising from their pregnancy, and giving the estimated day upon which, in their opinion, delivery will occur or the actual date of their delivery.
- c) An employee who intends to resume their employment on the expiration of the leave of absence granted to them under this Article shall so advise the Employer when they request the leave of absence. If a full-time employee returns to work at the expiry of the normal pregnancy or parental leave, and the employee's former permanent position still exists, the employee will be returned to their former job and former shift if their shift is designated.

All employees who fill vacancies as a result of the above absences shall likewise be returned to their former permanent positions.

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

absence began and in the absence of such a system or practice shall reinstate the employee in accordance with the provisions of 14.03 c).

- e) Such absence is not an illness under the interpretation of this Agreement, and sick leave credits cannot be used.
- f) Credits for service for the purpose of salary increments, vacations, or any other benefit included and prescribed under the Employment Standards Act shall continue and seniority shall accumulate during the leave. For a part-time employee, service and seniority credits will accumulate on the basis of the part-time employee's average hours of work, as averaged over the twenty-six (26) week period prior to the commencement of the leave.
- g) During the period of leave, the Employer shall continue to pay the Employer's portion of hospital, medical, dental, group life, pension and other benefits included and prescribed by the Employment Standards Act provided that the employee make an election at least two (2) weeks in advance of commencement of the leave to continue the employee's share of the benefit contributions.

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

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

- h) Upon expiry of seventeen (17) weeks pregnancy leave, an employee may immediately commence parental leave, as provided under the Parental Leave provisions of this Agreement. The employee shall give the Employer at least two (2) weeks' notice, in writing, that they intend to take parental leave.

II. Parental Leave

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

up to sixty-one (61) weeks in duration if the employee also took pregnancy leave and sixty-three (63) weeks in duration if they did not.

- d) An employee not on pregnancy leave requesting parental leave, shall give the Employer four (4) weeks written notice of the date the leave is to begin.

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

- e) For the purposes of Parental Leave, the provisions under 14.03 l a), c), d), e), f), g) and h) shall also apply.

14.04 The Employer shall grant leave of absence without loss of seniority and benefits to an employee who serves as juror or subpoenaed witness in any court in which the Crown is a party or is required by subpoena to attend a court of law or coroner's inquest in connection with a case arising from the employee's duties at the facility. The Employer shall pay such an employee at their regular rate of pay for all scheduled hours missed due to such attendance provided that:

- a) the employee turns over to the Employer the amount received as compensation, excluding paying for travelling, meals or other expenses; and
- b) the employee notifies the Administrator as soon as possible upon receipt by the employee of notification that they will be required to attend; and
- c) the employee presents proof of service and the amount of pay received; and
- d) the employee reports for work when not required at court or the inquest.

14.05 Bereavement Leave

Upon the death of an employee's spouse, child or stepchild, an employee shall be granted leave up to a maximum of five (5) days without loss of pay for any scheduled hours, ending with the day following the day of the funeral.

Upon the death of an employee's mother, father, step-parents, mother-in-law, father-in-law, brother, sister, brother-in-law, sister-in-law, legal guardian, grandparent, grandchild, son-in-law or daughter-in-law, the employee shall be granted leave up to a maximum of three (3) days without loss of pay for any scheduled hours, ending with the day following the day of the funeral.

It is agreed that this leave is to apply only where the employee is in attendance at the funeral. If the funeral is not attended, the paid leave shall be limited to two (2) days ending not later than the day of the funeral and limited to any scheduled hours missed.

An employee shall be granted one (1) day bereavement leave without loss of pay for any scheduled hours to attend the funeral of their aunt, uncle, niece or nephew.

The employee may save one (1) of the paid bereavement leave days to which the employee would otherwise be entitled under this Article to take at a later date for the purpose of attending a later interment or a later funeral or equivalent memorial service for the deceased. The

employee must notify the Employer at the time of the death whether they are electing to save one (1) of their bereavement leave days under this section and must also provide as much notice as possible to the Employer of the date of the later interment, funeral or equivalent memorial service.

If an employee is on sick leave or vacation leave and qualifies for paid bereavement leave, the bereavement leave will not be charged against their sick or vacation bank.

14.06 Education Leave

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

The Administrator may grant a request for unpaid leave of absence to upgrade employment qualifications, provided they receive at least one (1) months' notice in writing unless impossible and provided that such a leave may be arranged without undue inconvenience to the normal operations of the nursing home. Applicants, when applying, must indicate the date of departure and specific date of return.

Note: This clause shall not apply to pre-employment conditions for employment.

14.07 In-Service Sessions

The employer agrees to pay employees who are required to attend in service sessions/meetings at their straight time regular hourly rate of pay for all hours in attendance at such sessions/meetings.

ARTICLE 15 – HOURS OF WORK, OVERTIME AND SHIFT SCHEDULES

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

15.02 The normal daily hours of work for a full-time employee shall be seven and one-half (7½) hours, exclusive of a thirty-minute unpaid meal period. The normal biweekly hours of work for a full-time employee shall be seventy-five (75) hours, exclusive of unpaid meal periods.

The parties agree that this provision is subject to the terms of the Letter of Understanding Re: Full-Time Scheduling.

15.03 All employees shall be permitted a paid rest period of fifteen (15) consecutive minutes in respect of seven and one-half (7½) hour shift both in the first half and second half of that shift.

15.04 Shift schedules will be posted at least two (2) weeks in advance to cover a four (4) week period. Employees will be notified as far in advance as practical of any change in their schedules.

15.05 A work week commences on Sunday and ends on Saturday.

- 15.06 The Employer will schedule full-time employees off two out of four weekends, except with the consent of the employee. Wherever possible, the Employer will schedule regular part-time employees (excluding casual part-time employees) off one out of three weekends but will assure scheduling at least one (1) weekend off out of four (4) weekends, except with the consent of the employee.
- It is understood that this scheduling provision does not apply where employees mutually agree to exchange shifts or when an employee accepts or requests a shift at their own discretion.
- 15.07 The Employer will not schedule employees to work split shifts without the consent of the employee.
- The Employer will not schedule employees to work more than six (6) consecutive shifts without the consent of the employee.
- 15.08 Employees may request to exchange days off or shifts of work with another employee in their own classification and must submit their request in writing to their Department Head, co-signed by the employee who is willing to exchange their days off or shift of work. Employees must submit their completed written shift exchange request at least five (5) days in advance of the first affected shift except in those extenuating circumstances where it is not possible to provide such advance notice, in which case the employee will provide as much advance notice as is possible. If the shift exchange is denied the employee(s) will be notified within forty-eight (48) hours of the request. Such exchange will be subject to the discretion of the Department Head or designate and will not be unreasonably denied. It is understood that such a trade initiated by the employee and approved by the Employer shall not result in overtime rates of pay or any claims of non-compliance with any scheduling provisions of this Agreement.
- 15.09 The regular straight time hourly rate of pay is that hourly rate prescribed in the wage schedule of the collective agreement.
- 15.10 Overtime at the rate of one and one-half (1½) times an employee's straight time hourly rate will be paid for all time worked in excess of seven and one-half (7½) hours on any one shift, or in excess of seventy-five (75) hours in a two-week period. All overtime must be authorized by the Department Head or designate.
- 15.11 Employees who work overtime will not be required to take time off from regular hours to make up for overtime worked.
- 15.12 The Employer will distribute overtime and call back as reasonably as possible within the classification.
- 15.13 At the time of change from Standard Time to Daylight Savings Time or Daylight Savings Time to Standard Time, employees shall be paid for the hours they worked at their straight time hourly rate of pay for all such hours worked.

15.14 Reporting Pay

An employee who reports to work as scheduled or is called in to work on their assigned day off and reports as requested by the employer and no work is available, shall receive a minimum of three (3) hours pay at their regular straight time hourly rate. The Employer may elect to assign the employee to any other work in the nursing home which the Employer determines the employee is able to perform. This reporting allowance shall not apply in the event of an emergency which disrupts the normal operations of the nursing home or whenever an employee has received prior notice not to report to work, nor shall it apply to employees returning to work without notice after absence.

15.15 Call-Back

Where a full-time employee is called back to work in an emergency on the same day after having completed a shift of work and having left the Home, they shall be given a guaranteed minimum of two (2) hours pay at time and one-half times (1 ½ x) their regular rate of pay for such call-back.

15.16 Overtime premium shall not be duplicated nor pyramided, nor shall other premiums be duplicated or pyramided, nor shall the same hours worked be counted as the normal work week and also as hours for which the overtime premium is paid. There shall be no pyramiding of premium pay, overtime pay, holiday pay and sick leave pay.

15.17 Call-Ins – Effective December 21, 2012

a) Call-in shifts shall be offered to employees within the classification in order of seniority on a rotational basis of those employees for whom working the shift will not result in overtime or premium payment.

Succeeding call-ins will commence with the person listed below the last person to accept a call-in, and call-ins will continue on this basis through the whole list.

b) An employee who is not home, whose line is busy, who does not answer or accept a call-in, shall not be called again until their name comes up again in the rotational seniority basis. Where applicable, if a call-in is answered by an answering machine, the Employer shall leave a message that a call-in is available and for what shift before hanging up. The Employer will continue its efforts to fill the staff shortage, but if the employee responds ready to work prior to the call-in vacancy being filled, they shall be permitted to take the call-in.

c) The Employer shall bypass on the call-in process an employee who would otherwise become eligible for overtime rates of pay for the call-in.

d) Where the Employer has exhausted the call-in list and has been unable to fill the shift by an employee at straight time hourly rates of pay and the Employer decides to offer the shift as an overtime shift, the Employer will first offer the overtime to full-time employees within the classification on a rotational seniority basis and then to employees within the classification who are on shift on a seniority basis and then, if still unfilled, to part-time employees within the classification on a rotational seniority basis.

15.18 Mandatory Overtime

- a) Where a shift becomes vacant after the posting of the work schedule and the Employer is unable to fill the shift at straight time wages through the call-in process, the Employer will determine whether to offer the shift (or part thereof as an overtime shift. If the Employer does so elect and no employee agrees voluntarily to work the overtime shift, and the Employer determines that the shift or part thereof, must be filled in order to ensure the continued delivery of essential resident services then the Employer will assign the shift, or part thereof, as a mandatory overtime shift, to the least senior employee within the classification who is on shift prior to the commencement of the mandatory overtime shift.

In the case of filling a full mandatory day or evening overtime shift, the Employer may elect to assign four (4) hours of the shift as mandatory overtime and then offer the remaining four (4) hours or part thereof as voluntary overtime to the employees who would be reporting for the shift subsequent to the overtime shift. If unable to fill through voluntary overtime, the Employer may then assign up to four (4) hours as mandatory overtime to the least senior employee within the classification who is scheduled to work on the shift subsequent to the mandatory overtime shift, thereby requiring such employee to report early and work overtime ahead of their shift.

In assigning mandatory overtime under this provision, if the least senior employee to be assigned the mandatory overtime has extenuating circumstances which prevents the employee from working the overtime, the Employer will assign the overtime to the next least senior employee within the classification and so forth. It is understood that the extenuating circumstances is subject to a standard of good faith and is not intended to divert the mandatory overtime from being assigned in this reverse order of seniority.

- b) It is also understood that where an employee reports with very short notice that they are not able to report for a scheduled shift and the Employer does not have sufficient time to exhaust the voluntary Availability, Call-In and Overtime processes prior to the commencement of the vacant shift, the Employer may assign mandatory overtime to the least senior employee within the classification who is on shift prior to the vacant shift while the Employer, in good faith, seeks to fill the remainder of the vacant shift through the voluntary processes. The assignment of mandatory overtime under this provision to the least senior employee will be subject to the qualifications identified above.

15.19 Master Schedules

- a) In developing master schedules, the Employer will limit the number of required shift rotations to two (2) shift rotations to the greatest extent possible, except by mutual agreement. Notwithstanding the foregoing, the Employer may develop a part-time master schedule which may include rotation through three (3) shifts but only where necessary to maintain a sufficient number of shifts to develop a meaningful part-time position. Only a minority of part-time positions may have a three (3) shift rotation.
- b) Where the Employer has developed a new or revised master schedule, the Employer will meet with the Union to discuss the process for filling the master schedule on the

basis of seniority in accordance with Article 13.06 and the Employer will consider the representations made by the Union

ARTICLE 16 – PAID HOLIDAYS

16.01 List of Holidays

The Employer recognizes the following as paid holidays:

New Years Day
Family Day
Good Friday
Victoria Day
Canada Day
Civic Holiday
Labour Day
Thanksgiving Day
Christmas Day
Boxing Day

Float Holidays

The Employer agrees to grant employees two (2) floating days off with pay to be taken on a day mutually agreed upon between the Employer and the Employee.

If another Federal, Provincial or Municipal holiday is proclaimed during the term of this agreement, such additional proclaimed holiday will replace one of the designated, non-float holidays in 16.01 a) above. The intent is that during the duration of this agreement there will be no more than the twelve (12) holidays negotiated by the parties in this collective agreement.

In an employee's first calendar year of employment, the float holiday entitlement will be prorated in accordance with the following schedule, provided the employee otherwise qualifies:

- a) If the employee is employed in the first half of the year (January 1st to June 30th) the employee will be entitled to two (2) float holidays;
- b) If the employee is employed in the second half of the year (July 1st to December 31st), the employee will be entitled to one (1) float holiday for that first calendar year of employment.

16.02 Observance of Holidays Falling on Weekend

The above-named holidays will be celebrated on the day on which they fall regardless of any Federal, Provincial or Municipal proclamation or legislations to the contrary.

16.03 Holiday Pay Qualifications

In order to qualify for holiday pay, the full-time employee must have been employed by the Employer for at least three (3) months and must work their regular scheduled shift immediately preceding and immediately following the holiday unless the employee has been excused with the permission of the Employer, or on approved sick leave or vacation. A full-time employee scheduled to work on the holiday and who does not report for work shall forfeit their holiday pay unless the employee has been excused with the permission of the Employer, or on approved sick leave or vacation.

16.04 Calculation of Holiday Pay

Holiday pay will be computed on the basis of the average length of the full-time employee's regular scheduled shifts at the employee's regular straight time hourly rate of pay, as averaged over the preceding twenty-eight (28) days.

16.05 Entitlement Where Holiday Falls on Day Off

When any of the above-noted holidays fall on a full-time employee's scheduled day off and the employee has qualified for holiday pay in accordance with Article 16.03, the full-time employee shall, at their option, be granted:

- a) holiday pay calculated in accordance with Article 16.04; or
- b) a lieu day off with pay, to be taken within sixty (60) days following the holidays on a day mutually satisfactory to the employee and Department Head.

It is understood that the employee must advise their Department Head in writing at least one week prior to the posting of the schedule in which a holiday(s) falls whether they elect a) or b) above for any holiday(s) for which they may qualify during the schedule, and where they elect a lieu day option, the date(s) upon which they wished to take the lieu day. Where the employee fails to so advise the Department Head, they will be deemed to have accepted the option of payment of holiday pay under a) and they will be paid out holiday pay if they so qualify.

Where the Employer can accommodate the granting of a lieu day on a specific date, but more employees from within a classification have requested the taking of a lieu day on that date than can be accommodated, the Employer will grant the lieu day to employee(s) within the classification in accordance with their bargaining unit seniority.

16.06 Entitlement Where Work on Holiday (Full-Time Employee)

A full-time employee who is required to work on any of the above-named holidays will be paid at the rate of one and one-half times (1½ x) the employee's regular straight time hourly rate of pay for all hours worked on the holiday. If the employee qualifies for holiday pay in accordance with Article 16.03 the employee will in addition be granted the option of either:

- a) holiday pay calculated in accordance with Article 16.04; or
- b) a lieu day off with pay, to be taken within sixty (60) days following the holiday on a day mutually satisfactory to the employee and Department Head.

It is understood that the employee must advise their Department Head in writing at least one week prior to the posting of the schedule in which a holiday(s) falls where they elect a) or b) above for any holiday(s) for which they may qualify during the schedule and where they elects a lieu day option, the date(s) upon which they wished to take the lieu day. Where the employee fails to so advise the Department Head, they will be deemed to have accepted the option of payment of holiday pay under a) and they will be paid out holiday pay if they so qualify.

Where the Employer can accommodate the granting of a lieu day on a specific date, but more employees from within a classification have requested the taking of a lieu day on that date than can be accommodated, the Employer will grant the lieu day to employee(s) within the classification in accordance with their bargaining unit seniority.

16.07 Entitlement Where Work on Holiday (Part-Time Employee)

If a part-time employee works on one of the fixed non-float holidays listed in Article 16.01, they shall receive one and one-half times (1 ½ x) their regular straight time hourly rate of pay for all hours worked on the holiday

16.08 Christmas/New Years

Except with the employee's consent, the Employer will endeavour to schedule an employee off on either Christmas Day or New Years Day, on a rotating basis from year to year provided that the Employer can fulfill its staffing needs. In extenuating circumstances where the Employer is unable to rotate the day off for an employee(s), the Employer will advise the employee(s) and the Union in advance of the reason.

In order that the Employer may accordingly schedule employees off, the normal scheduling provisions shall not apply during the period of December 15th to January 15th.

16.09 Determination of Holiday Shifts

For purposes of administration of this article, where there is an overlap of hours into the calendar holiday, only that shift on which the majority of hours fall within the calendar holiday shall qualify for premium hours. Premium payment shall be for all hours worked on that shift.

ARTICLE 17 – VACATION

17.01 The vacation year shall be the period from October 1 to September 30. September 30th of the previous vacation year shall be the date for determining eligibility.

Vacation entitlement shall be in accordance with the following:

I. Vacation entitlement for full-time employees shall be as follows:

- a) Full-time employees who have completed less than one (1) year of service* as of September 30 shall receive four percent (4%) of total wages for hours worked in the vacation year. Such employees will receive one (1) days' vacation per month to a maximum of ten (10) days for the vacation year.

- b) Full-time employees who have completed one (1) year of service* or more as of September 30 shall be entitled to two (2) weeks' vacation with vacation computed at four percent (4%) of total wages for the following vacation year.
- c) Full-time employees who have completed three (3) years of service* or more as of September 30 shall be entitled to three (3) weeks' vacation with pay computed at six percent (6%) of total wages for the following vacation year.
- d) Full-time employees who have completed eight (8) years of service or more as of September 30 shall be entitled to four (4) weeks' vacation with vacation pay computed at eight percent (8%) of total wages for the following vacation years.
- e) Full-time employees who have completed fifteen (15) years of service or more as of September 30 shall be entitled to five (5) weeks' vacation with vacation pay computed at ten percent (10%) of total wages for the following vacation year.
- f) Effective September 2016 full-time employees who have completed twenty-four (24) years of service or more as of September 30 shall be entitled to six (6) weeks' vacation with vacation pay computed at twelve percent (12%) of total wages for the following vacation year.

II. Vacation entitlement for part-time employees shall be as follows:

- a) Part-time employees who have completed less than 1800 hours of service* as of September 30 shall receive four percent (4%) of total wages for hours worked in the vacation year. Such employees will receive one (1) days' vacation per month to a maximum of ten (10) days for the vacation year.
- b) Part-time employees who have completed 1800 hours of service* or more as of September 30 shall be entitled to two (2) weeks' vacation with vacation pay computed at four percent (4%) of total wages for the following vacation year.
- c) Part-time employees who have completed 5400 hours of service or more as of September 30 shall be entitled to three (3) weeks' vacation with pay computed at six percent (6%) of total wages for the following vacation year.
- d) Part-time employees who have completed 14400 hours of service or more as of September 30 shall be entitled to four (4) weeks' vacation with vacation pay computed at eight percent (8%) of total wages for the following vacation year.
- e) Part-time employees who have completed 27000 hours of service or more as of September 30 shall be entitled to five (5) weeks' vacation with vacation pay computed at ten percent (10%) of total wages for the following vacation year.
- f) Effective September 2016 part-time employees who have completed 43,200 hours of service or more as of September 30 shall be entitled to six (6) weeks' vacation with vacation pay computed at twelve percent (12%) of total wages for the following vacation year.

- 17.02 a) For the purposes of vacation entitlement, seven consecutive calendar days equals one vacation week. Vacation must be taken in minimum of one-week blocks except as provided for in b) below.

Effective: December 21, 2012

- b) Full-time employees who are entitled to three (3) or more weeks of vacation entitlement may take up to one (1) week of their vacation entitlement in single days or combinations of single days provided that the single days cannot be taken:
- i) on their scheduled weekends of work except that an employee may request up to two (2) of their five (5) single vacation days to be taken on their scheduled weekends of work that do not fall during the period of June 15th to September 15th; or
 - ii) during the period of June 15th – September 15th.

It is understood that for the purposes of this provision only, for full-time employees five (5) single vacation days is equivalent to one (1) week of vacation entitlement.

It is understood that the employee must request single vacation days in accordance with the applicable timeframes for vacation requests set out in Article 17.

- 17.03 Vacation shall not accumulate from year to year and all vacation entitlement must be taken by September 30th. Where the Employer is unable to grant an employee's vacation prior to September 30th due to the staffing and operational requirements of the Employer, then the employee's vacation entitlement must be taken by December 15th.

- 17.04 a) Employees requesting vacation time off during the summer period of June 15th to September 15th must submit their vacation requests to their Department Head by April 15th. By May 15th, the Employer shall inform the employees who have submitted their vacation requests by April 15th whether their request was approved or denied. Vacation requests for time off during periods other than June 15th to September 15th must be submitted in writing to the employee's Department Head two weeks prior to the posting of the work schedule in which the requested vacation period occurs.

- b) Vacation shall not be granted for the period from December 15th to January 8th. During the prime summer vacation period of June 15th to September 15th an employee will not be granted more than a total of two (2) weeks of vacation unless the Employer can accommodate additional vacation after having accommodated all the vacation requests of employees who requested up to two (2) weeks of vacation during the period of June 15 to September 15.
- c) Subject to the provisions herein, the choice of vacation period for those employees who have requested vacation time during the period of June 15th to September 15th who have submitted their vacation request by April 15th shall be based on the selection by the employee according to seniority and the staffing/operational requirements of the facility.
- d) Requests submitted after April 15th for vacation time during the period of June 15th to September 15th will be granted provided that the Employer can fulfil its staffing needs having due regard to the operation of the facility.

However, it is expressly understood that employees who filed a timely vacation request in accordance with c) above will receive priority consideration for their vacation requests, and where their initial requests could not be accommodated in accordance with the selection criteria in c) above, all of their subsequent requested vacation times over an employee who submits such a late request. An employee submitting such a late request cannot utilize their seniority to displace any employee who submitted a timely request.

- e) The choice of vacation time for periods other than June 15th to September 15th will be based on the selection by the employee according to seniority within the classification and the staffing/operational requirements of the facility.

All vacation requests submitted outside of prime time shall receive a written response to the request prior to the employer posting the schedule for the period.

- f) It is understood that where an employee has made a vacation request to take vacation prior to September 30th, but the Employer has been unable to grant the requested vacation due to staffing and operational requirements, the timeframe for taking the vacation will be extended to December 15th of the year.

17.05 An employee must take their vacation entitlement. An employee cannot waive vacation and draw double payment unless such vacation entitlement would be unpaid as a result of a prolonged absence such as pregnancy/parental leave or sickness/accident disability.

17.06 Where an employee has not made their vacation request by September 1st, the Employer will schedule their vacation to take place by December 15th unless the vacation would be unpaid as a result of prolonged absence such as pregnancy/parental leave or sickness/accident disability.

17.07 An employee's earned vacation pay will be paid to an employee upon such date as requested provided that the employee makes their request in writing to the Administrator at least one (1) month in advance of the requested date. Where an employee has taken their vacation time but has not requested the payout of their earned vacation pay by September 30th, the Employer will automatically payout the vacation pay on the first pay in October.

17.08 Proration of Vacation Pay on Termination

An employee terminating their employment at any time in their vacation year before they have taken all of vacation entitlement shall be entitled to any vacation pay earned, provided that the employee provides at least two weeks written notice of resignation, unless not possible due to reasons beyond the control of the employee.

ARTICLE 18 – HEALTH & WELFARE BENEFITS (Applicable to Full-Time Employees Only)

Article 18 is applicable to full-time employees only:

18.01 All newly hired full-time employees will be eligible to join the benefit plans upon completion of their probationary periods and after completion of any waiting period under the plans, subject to the respective terms and conditions of the plan.

- 18.02 a) The Employer agrees to pay 100% of the billed premiums towards coverage of eligible full-time employees in the active employ of the Employer. Effective December 31, 2006, implement a 90/10 co-insurance feature with respect to the drug plan only.
- b) The Employer agrees to contribute 100% of the billed premium towards coverage of eligible full-time employees in the active employ of the Employer under an Extended Health Care Benefits Plan providing for a \$10.00 (single) and \$20.00 (family) deductible. Effective December 31, 2006, implement a 90/10 co-insurance feature, remove the 10/20 deductible and replace with deductible equal to the drug prescription dispensing fee.

The Extended Health Care Plan shall provide for a Vision Care maximum of two hundred and seventy-five dollars (\$275.00) every twenty-four (24) months.

Effective April 11, 2021, the Vision Care Maximum shall be increased to three hundred dollars (\$300.00) every twenty-four (24) months.

It is understood that covered expenses under the Drug Plan will not exceed the price of the lowest cost interchangeable drug. Enhanced generic requires medical evidence for drugs where the physician indicates “no substitution”. Furthermore, if there is no generic equivalent product for the prescribed drug or medicine, the amount covered is the cost of the lowest priced drug in a therapeutic class.

- c) The Employer agrees to contribute 100% of the billed premium towards coverage of eligible full-time employees in the active employ of the Employer under a group life insurance plan to provide \$20,000.00 term life insurance.
- d) The Employer agrees to contribute 50% of the billed premiums towards coverage of eligible full-time employees in the active employ of the Employer under a Dental Plan equivalent to Blue Cross #9 based on the current O.D.A. fee schedule with a two (2) year lag and a dental recall limited to nine (9) months for adults only. The plan shall provide:
- i) Fluoride coverage shall be provided for persons up to, but not including age eighteen (18).
 - ii) Bitewing x-rays every eighteen (18) months for adults and every nine (9) months for children
 - iii) Full mouth x-rays and panoramic film once every thirty-six (36) months.
- e) The Employer agrees to contribute 100% of the billed premium towards coverage of eligible full-time employees in the active employ of the Employer under a Weekly Indemnity Plan. The Plan will cover legitimate personal illness, as determined by the insurer, from the first day of hospitalization or accident or the eight (8th) calendar day of illness for up to a maximum of seventeen (17) weeks at sixty-six and two-thirds percent (66 2/3%) of salary.

- 18.03 It is clearly understood that the Employer’s obligation pursuant to this Collective Agreement is to provide the insurance coverage bargained for. Individual claims decisions made by the insurer are not grievable.

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

18.05 UIC Premium Reduction

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

18.06 Benefits Post Age 65

Effective September 1, 2011, full-time employees who achieve age 65 after September 1, 2011, and who continue to be employed past age 65, shall be eligible for the following benefits under the same cost sharing basis as active employees:

18.02 a) and b) Extended Health Care Benefits Plan

18.02 c) Reduce life insurance and AD&D by 50%

18.02 d) Dental

19.01 & 18.02 a)

The employee's entitlement to pay for a sick leave absence will be capped to payment for scheduled days lost in the first two consecutive calendar weeks of an illness. The employee will be paid pursuant to the entitlements of the existing plan (sick leave credits and Weekly indemnity) for the first two calendar weeks of an illness.

In any event, once an employee reaches age seventy (70) and they continue to be employed they shall automatically receive the in-lieu benefit payable to part-time employees for all of the benefits and compensation provisions covered under the in-lieu. The full-time employee's coverage under the benefit plans and compensation provisions covered by the in-lieu will cease.

If legislation or NHRIPP prohibits an employee from contributing because of age, the Employer will direct an amount equivalent to the pension contributions under Article 21 to the employee.

18.07 The parties agree to meet annually through the Labour Management Committee to review any anticipated premium cost increases or decreases in the Insured Benefit Plans. Where possible, this meeting will take place prior to the annual renewal (or tendering of) the insured benefit plan carrier contract.

ARTICLE 19 – RETURN TO WORK PROGRAM AND LABOUR MARKET RE-ENTRY

19.01 The employee acknowledges their obligations, and the Employer acknowledges the Employer's obligations regarding an Early and Safe Return to Work and Labour Market Re-Entry programs under the Workplace Safety and Insurance Act and the Union agrees that this

Collective Agreement will be interpreted in such a way as to permit those obligations to be discharged.

The Employer will review with the Union at the Labour Management Committee its Early and Safe Return to Work and Labour Market Re-Entry programs for work related injuries.

ARTICLE 20 – SICK LEAVE

- 20.01 (a) Pay for sick leave is for the sole and only purpose of protecting full-time employees against loss of income when they are legitimately ill and will be granted to all full-time employees on the following basis providing sick leave credits are available:
- (b) On October 1st of each year, each full-time employee will be credited with three (3) sick leave credits based on the formula outlined below. These credits are non-accumulative from year to year and the right to sick leave credits shall cease upon notice of termination of employment. Employees shall not be eligible for pay for sick leave until their probationary period is completed. The benefit will be pro-rated for employees completing their probationary period part way through the year as follows:
 - (c) Probation completed prior to February 1st – employee credited with three (3) sick leave credits.
 - (d) Probation completed after February 1st – employee credited with two (2) sick leave credits.
 - (e) Probation completed after June 1st – employee credited with one (1) sick leave credit.
 - (f) The formula for the calculation of the credit is based on the length of the full-time employee's majority of regular shifts worked.
 - e.g. 4-hour shift x 3 sick leave credits = 12 hours of sick credits
 - 5-hour shift x 3 sick leave credits = 15 hours of sick credits
 - 6-hour shift x 3 sick leave credits = 18 hours of sick credits
 - (g) An employee may be required to provide proof of sickness in the form of a medical certificate satisfactory to the Employer for each absence.
 - (h) It is the responsibility of the employee to update their Department Head as to the status of their sickness on a daily basis. Employees must notify their Department Head of their intent to return to work after illness prior to the start of the shift in which they plan to attend in accordance with the following, or else there may be no work available on such shift:
 - (i) No later than 1200 noon the day before – if on the day shift
 - (j) No later than 1200 noon of that day – if on the evening shift
 - (k) No later than 1200 noon of that day – if on the night shift
 - a. The Employer will not be liable for any payments or for providing any work to an employee who attempts to return to work without providing the above advance notice.

- 20.02 Employees must notify the Employer if they are to be absent due to personal illness at least two hours in advance of the start of their shift if they are scheduled on the day shift, or three hours in advance of the start of their shift if they are scheduled for the evening or night shift, unless such notification is impossible.

ARTICLE 21 – PART-TIME EMPLOYEE BENEFITS

- 21.01 Part-time employees shall receive in-lieu of sick leave, health and welfare benefits and holiday pay, the amount of \$1.50 per hour in addition to their straight time hourly rate of pay.

Effective August 19, 2018, the part-time in-lieu amount shall be amended from \$1.50 per hour to 7.25%.

ARTICLE 22 – PENSION PLAN

- 22.01 Prior to the implementation of the Nursing Homes and Related Industries Pension Plan (NHRIPP) addressed in Article 22.02, eligible employees were enrolled in an Employee Pension Plan, with matching employer/employee contributions. Upon implementation of the NHRIPP which was implemented as soon as was practical after December 3, 2001, the employer and the employee contributions made to the Employee Pension Plan remained within that Plan, but contributions thereafter to the Plan ceased and employer and employee contributions to NHRIPP commenced.

- 22.02 Nursing Homes and Related Industries Pension Plan (NHRIPP)

Commencing as soon as practical December 3, 2001, each eligible employee covered by this Collective Agreement shall be enrolled in the Nursing Home and Related Industries Pension Plan. In this Article, the terms used shall have the meanings as described:

- a) “Plan” means the Nursing Home and Related Industries Pension Plan, being a multi-employer plan.
- “Applicable Wages” means the basic straight time wage for all hours worked and in addition:
- 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, allowance and similar payments are excluded.

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

- b) Each eligible employee covered by this Collective Agreement shall contribute from each pay cheque an amount equal to four percent (4%) of applicable wages to the Plan. The Employer shall match such contributions, the amount being four percent (4%) of applicable wages.

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

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

- c) The Employee and Employer contributions shall be remitted to the Plan by the Employer 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 contribution to the Plan as set out in this Article, the Employer shall not be obligated to contribute towards the cost of benefits provided by the Plan or be responsible for providing any such benefits.

The Union and 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 as required by the collective agreement in force between the parties.

It is understood and agreed by the Employer and the Union that should the current pension legislation or regulation 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 to the Administrator of the plan, on a timely basis all information required pursuant to the Pension 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 contribution and pension benefits. The information required to be provided by the Employer may be provided in the form normally maintained by the Employer, whether electronically or via manual records, or otherwise.

For further specificity, the items required for each eligible employee by Article 22.02 e) 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 (for the purpose of calculating past service credit)
- ii) To be Provided with Each Remittance:
 - Name
 - Social Insurance Number
 - Monthly Remittance
 - Pensionable Earnings

YTD 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 Home

Termination date where applicable (mmddyy)

Gender

Marital Status

iv) To be Provided Annually but No Later than December 1st:

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.

It is understood and agreed that currently the Employer is not required by law to provide any information other than that specified in 22.02 e) above. In the event that the Employer is required, by law, to provide additional information in the future and such information is not readily available without review of other information not relevant to the Plan, the Plan shall make arrangements with the Employer for access to the required information. This may include the Employer providing such information at reasonable cost to the Plan. If the Administrator of the Plan and Employer are unable to agree on the form of such access, a mutually acceptable third party, such as a firm of accountants and auditors, shall be retained at the expense of the Plan to obtain such information from the Employer's files.

ARTICLE 23 – UNIFORM ALLOWANCE

23.01 Effective April 1, 2014, full-time and part-time employees who are required to wear a uniform will receive a uniform allowance of seven cents per hour (\$0.07/hour) for all hours worked. Such amount is not to form part of the hourly rate for purposes of calculating overtime and premiums generally. The Uniform allowance will be paid out annually on the pay period closest to September 1st. Uniform Allowance will not be paid to new employees prior to completion of the probationary period

ARTICLE 24 – CLASSIFICATIONS AND RATES OF PAY

24.01 The Employer shall pay wages in accordance with the wage schedule attached hereto as Schedule "A". Employees will be paid bi-weekly by direct deposit.

24.02 Retroactive payment to individuals relating to the general increases shall be paid within sixty (60) days from March 11, 2021, and shall be based on all hours paid from January 1, 2020, to March 11, 2021 for both full-time and part-time employees.

Retroactive payment of wages shall be by separate cheque. Eligible employees who have left their employment will be notified by prepaid post within sixty (60) days from the effective date of the award, addressed to their last known address. Entitlement is lost if not claimed within thirty (30) calendar days after having received notice. The Union shall receive a copy of all notices sent to former employees.

24.03 Employees shall progress on the wage grid on the basis of hours worked within the classification, with 1950 hours worked being equivalent to one year of service. Effective December 3, 2001, full-time employees shall progress on the basis of their service within the classification. Part-time employees shall progress on the basis that 1800 hours paid in the classification is equivalent to one year of service in the classification.

[Note: Full-time employees hired prior to December 3, 2001, shall be credited with their proper service in the classification in accordance with the following formula; Divide the full-time employee's service within the classification by 1950 and derive an adjusted service increment date. Part-time employees shall receive credit for their prior service within the classification on the basis of the following formula:

$$\frac{\text{Total Hours in Classification as of December 3, 2001} \times 1800}{1950}$$

Examples:

- a) Assume a full-time employee has 5850 hours in the classification as of the date of ratification. Under the pre-existing wage grid accumulation method, the full-time employee would have achieved the "3 Year Step" of the wage grid on that date. The date of ratification is December 3, 2001. The full-time employee will be credited with a December 3, 1998, wage grid service date, which will still result in the full-time employee achieving the "3 Year Step" of the wage grid on the date of ratification.
- b) Assume a part-time employee has 5850 hours in the classification as of the date of ratification. Under the pre-existing wage grid accumulation method, the part-time employee would have achieved the "3 Year Step" of the wage grid on that date. The date of ratification is December 3, 2001. The part-time employee will be accorded with 5400 hours of seniority and service, which under the new system of wage grid accumulation (1800 hours = 1 year) is equivalent to 3 years. The part-time employee will still achieve the "3 Year Step" on the date of ratification.

(Note that in the above examples, full-time and part-time employees had equal wage service as of the date of ratification. Under the transition formula, the full-time and part-time employee continue to have equal wage service as of the date of ratification.)

24.04 Recent Related RPN Experience

The Employer will recognize recent related experience as an RPN (Registered Practical Nurse) with a permanent license on the basis of one (1) annual increment for each one (1) year of service up to the maximum grid. Part-time service shall be recognized on the basis of eighteen hundred (1800) hours paid in previous employment equals one (1) year of service. It shall be the responsibility of a newly hired employee to provide reasonable proof of recent

and related experience in order to be considered for a salary increment, and if they fail to do so they shall not be entitled to recognition.

24.05 Employees who change their status within the classification from full-time to part-time and vice-versa, will maintain their same level on the salary grid. In addition, an employee who is so transferred will receive full credit for service accumulated since date of last advancement.

24.06 If an employee is transferred or bumps to a lower rated classification as a result of a layoff or reduction in staff, the employee will be placed on the level of the lower-rated job grid that corresponds with the same service level that the employee had on the higher-rated grid to which they were transferred or bump. Service for purposes of placement and progression on the lower rated classification shall include service on the job that they were transferred from.

24.07 When a new classification (which is covered by the terms of this Collective Agreement) is established by the Employer, the Employer shall determine the rate of pay for such new classification and notify the Union of the same. If the Union challenges the rate, it shall have the right to a meeting with the Employer to endeavour to negotiate a mutually satisfactory rate. Such request will be made within ten (10) working days after receipt of notice from the Employer of such new occupational classification and rate.

If the parties are unable to agree, the dispute concerning the new rate may be submitted to arbitration as provided in this Agreement within fifteen (15) working days of such meeting. The decision of the Arbitrator shall be based on the relationship established by comparison with other classifications within the bargaining unit, having regard to the requirements of such classifications. Any change mutually agreed to resulting from such meeting between the parties or as awarded by a Board of Arbitration shall be retroactive to the date of the commencement of the new rate established by the Employer.

24.08 Pay Cheque Errors

In the event of an error on an employee's pay where the employee has been underpaid by less than one (1) day's pay, the correction will be made in the regular pay period following the date on which the underpayment comes to the Employer's attention. If the error results, in the employee being underpaid by one (1) day's pay or more, the Employer will provide payment for the shortfall within two (2) business days from the date the Employer is notified or sooner if practicable.

If the Employer makes an overpayment of a day's pay or less for an employee, the overpayment will be deducted on the pay period following the date that the error is discovered. If the error is in excess of a normal day's pay, the Employer will be reimbursed by the employee based on a mutually satisfactory arrangement between the employee and the Employer, or where mutual agreement is not achieved, the Employer will deduct the overpayment based on a reasonable schedule of repayment.

ARTICLE 25 – RETIREMENT AGE

25.01 The mandatory retirement age is sixty-five (65) years of age.

This provision ceased to apply after December 12, 2006.

ARTICLE 26 – NOTICE OF RESIGNATION

26.01 Employees should provide two (2) weeks' notice of resignation wherever possible.

ARTICLE 27 – BULLETIN BOARDS

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

Material other than the above must be approved and initialed by the Administrator.

ARTICLE 28 – COLLECTIVE AGREEMENT

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

ARTICLE 29 – EMPLOYEE ADDRESS/TELEPHONE NUMBERS

29.01 Current Addresses/Telephone Numbers

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

ARTICLE 30 – SHIFT PREMIUMS

30.01 A weekend Premium in the amount of forty-five cents (\$0.45) per hour will be paid for all hours worked between 2400 hours Friday and 2400 hours Sunday or such other 48 hours period as may be agreed upon by the parties.

Effective December 1, 2024, the weekend premium will be thirty-five cents (\$0.35) per hour.

30.02 Employees scheduled on to work on the night shift will receive a premium of twenty-five cents (\$0.25) per hour worked on the shift.

ARTICLE 31 – RESIDENT ABUSE

31.01 The parties agree that residents have a right to live in an environment that is free from abuse. The parties agree that the abuse of residents by employees will not be tolerated. The Union further agrees to cooperate with the Employer to promote an abuse free environment for all residents.

ARTICLE 32 – SELF-ISOLATION

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

ARTICLE 33 - DURATION

33.01 This Agreement shall continue in effect until December 31, 2024, and shall remain in effect from year to year thereafter unless either party gives the other party written notice of termination or desire to amend the agreement. Notice of amendment or termination may only be given within a period of ninety (90) days prior to the expiration date of the agreement or to any anniversary date of such expiration date.

IN WITNESS WHEREOF the parties hereto cause this Agreement to be executed by their duly authorized representatives, effective January 1, 2023.

Renewed on _____

FOR THE UNION	FOR THE EMPLOYER
<u><i>Jason DeFraga</i></u> Jason DeFraga (Feb 5, 2025 12:56 EST)	<u><i>Emily English</i></u>
	<u><i>Courtney Dunlop-McDonald</i></u> Courtney Dunlop-McDonald (Feb 5, 2025 11:20 EST)

Sherry Braic
Sherry Braic (Feb 5, 2025 16:01 EST)

Janine Rose
Janine Rose (Feb 5, 2025 11:16 EST)

Dora Palomba
Dora Palomba (Mar 1, 2025 15:36 EST)

SCHEDULE “A”

Avalon Care Centre Nursing Home Wage Schedule (Including Pay Equity)

	1-Jan-2022	1-Jan-2023	1-Jan-2024	20-Nov 2024	31-Dec-2024
		3.5%	3.5%	\$0.50	\$0.3
Registered Practical Nurse				*Special	*Special Adjustment for RPN only
Start	24.416	25.271	26.155	26.655	26.955
1 Year	26.160	27.076	28.024	28.524	28.824
2 Years	26.512	27.440	28.400	28.900	29.200
3 Years	26.972	27.916	28.893	29.393	29.693
4 Years	27.277	28.232	29.220	29.720	30.020
PSW / HCA				*\$3 PWE for PSW only added prior to Jan-1-2023 GWI	
Start	19.420	23.205	24.017		
1 Year	21.179	25.025	25.901		
2 Years	21.516	25.374	26.262		
3 Years	21.701	25.566	26.461		
4 Years	21.977	25.851	26.756		
Restorative Care Aide					
Start	19.420	20.100	20.804		
1 Year	21.179	21.920	22.687		
2 Years	21.516	22.269	23.048		
3 Years	21.701	22.461	23.247		
4 Years	21.977	22.746	23.542		
Nurse Aide					
Start	18.946	19.609	20.295		
1 Year	20.689	21.413	22.162		
2 Years	21.025	21.761	22.523		

3 Years	21.226	21.969	22.738
4 Years	21.501	22.254	23.033
Life Enrichment Aide			
Start	18.946	19.609	20.295
1 Year	20.689	21.413	22.162
2 Years	21.025	21.761	22.523
3 Years	21.226	21.969	22.738
4 Years	21.501	22.254	23.033

Wage Grid Progression

Wage Grid Progression shall be in accordance with Article 24.03.

Pay Equity

The above wage rates are inclusive and conclusive of all pay equity adjustments as per the Pay Equity Agreement of November 23, 2001.

The Union agrees that it will not support any pay equity claim with respect to any pay equity plan between CUPE and the Employer or any amendments thereto. If an individual or group of individuals seeks legal or administrative review of the pay equity plan or amendments thereto, it is agreed that the collective agreement will be adjusted to offset any award by the Pay Equity Tribunal or other legal entity.

Any new classifications that may be created in the Avalon Care Centre Nursing Home which are included in the bargaining unit shall be deemed to achieve pay equity through the application of the “new classification” clause of the Collective Agreement.

Registered Practical Nurse and Practical Nurse

A Registered Practical Nurse (RPN) is a nurse who holds a General Class Certificate of Registration issued by the College of Nurses of Ontario in accordance with the Regulated Health Professions Act, and the Long-Term Care Homes Act.

A Practical Nurse (PN) is a Nurse who holds a Temporary Class Certificate of Registration issued by the College of Nurses. A Practical Nurse must obtain their General Class Certificate of Registration prior to the expiry of their Temporary Class Certificate. If the Nurse fails to obtain their General Class Certificate of Registration prior to the expiry of their Temporary Class Certificate of Registration they will be deemed to be not qualified for the position of Registered Practical Nurse and they will be terminated from the employ of the Nursing Home.

Where an existing employee employed in a different classification attains their Temporary Class Certificate and works for the Employer as a Practical Nurse, their permanent position in the other classification will be filled on a temporary basis. In the event that they're unsuccessful in obtaining their

General Class Certificate of Registration, they will be returned to their permanent position provided they remain qualified for their permanent position.

A Nurse who holds a Temporary Class Certificate of Registration will be classified, for purposes of salary, at the RPN Start Rate.

SCHEDULE “B”

Avalon Care Centre Retirement Home Wage Schedule (Including Pay Equity)

		1-Jan-22	1-Jan-23 3.5%	1-Jan-24 3.5%
PSW / HCA				
Start		18.420	19.065	19.732
1 Year		20.178	20.884	21.615
2 Years		20.514	21.232	21.975
3 Years		20.702	21.427	22.177
4 Years		20.973	21.707	22.467
Life Enrichment Aide / Resident Attendant				
Start		17.944	18.572	19.222
1 Year		19.689	20.378	21.091
2 Years		20.026	20.727	21.452
3 Years		20.227	20.935	21.668
4 Years		20.501	21.219	21.962

**Unregulated Health Care Provider Premium

Effective commencing the first full pay period following the date of the award (December 21, 2012), where the Employer temporarily assigns a Health Care Aide who has the qualifications of an Unregulated Health Care Provider to perform responsibilities of a position outside of the bargaining unit, the Employer will pay the employee a premium of fifty cents (\$0.50) per hour in addition to their regular straight time rate of pay.

Wage Grid Progression

Wage Grid Progression shall be in accordance with Article 24.03.

Pay Equity

The above wage rates are inclusive and conclusive of all pay equity adjustments, as per the Pay Equity Agreement of November 23, 2001.

The Union agrees that it will not support any pay equity claim with respect to any pay equity plan between CUPE and the Employer or any amendments thereto. If an individual or group of individuals seeks legal or administrative review of the pay equity plan or amendments thereto, it is agreed that the collective agreement will be adjusted to offset any award by the Pay Equity Tribunal or other legal entity.

Any new classifications that may be created in the Avalon Retirement Lodge which are included in the bargaining unit shall be deemed to achieve pay equity through the application of the “new classification” clause of the Collective Agreement.

LETTER OF UNDERSTANDING

Between

AVALON RETIREMENT CENTRE

And


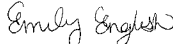

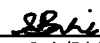
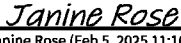
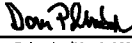
**THE CANADIAN UNION OF PUBLIC EMPLOYEES,
AND ITS LOCAL 4314**

Re: Contracting Out in the Dietary, Housekeeping, Laundry, or Maintenance Departments

It is acknowledged that the work of the Dietary, Housekeeping, Laundry and Maintenance Departments had been contracted out by the Employer prior to certification of the Union and is not in violation of Articles 2.03 or 2.04.

It is agreed that in the event that the Employer employs employees to perform work in the Dietary Department, or in the Laundry Department, or in the Housekeeping Department or in the Maintenance Department for a period of time in excess of six (6) weeks, the specific work shall be deemed to have been “contracted-in” and shall fall within the CUPE bargaining unit, provided such work is not excluded by virtue of Article 2.01. Any subsequent contracting out of the said “contracted in work” subsequent to the period of six weeks must be in accordance with Article 2.04. However, it is agreed that where the Employer employs employees to perform work in one of the specified Departments for a period of six (6) weeks or less prior to again contracting out the work, the work will not be deemed to have been “contracted in” and its subsequent contracting out within the six (6) week timeframe will not be governed by Articles 2.03 or 2.04 or constitute a violation of Articles 2.03 or 2.04.

Renewed on _____

FOR THE UNION	FOR THE EMPLOYER
 Jason DeFraga (Feb 5, 2025 12:56 EST)	
	 Courtney Dunlop-McDonald (Feb 5, 2025 11:20 EST)
	 Sherry Braic (Feb 5, 2025 16:01 EST)
	 Janine Rose (Feb 5, 2025 11:16 EST)
 Dora Palomba (Mar 1, 2025 15:36 EST)	

LETTER OF UNDERSTANDING

Between

AVALON RETIREMENT CENTRE

And

**THE CANADIAN UNION OF PUBLIC EMPLOYEES,
AND ITS LOCAL 4314**

Re: Full-Time Employees Scheduling



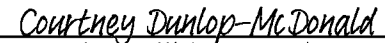

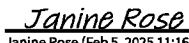
The parties acknowledge that there are some daily shifts of work for full-time employees of less than seven and one-half hour duration. These shifts shall not constitute a violation of Article 15.02

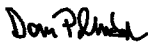
The parties acknowledge the Employer's intent to restructure as many full-time employee positions as possible to create "75 hour bi-weekly" full-time positions. It is understood that this restructuring will entail restructuring of part-time positions and a reduction in part-time positions and/or part-time hours. To reduce the impact on part-time employees, The Employer agrees not to restructure all of the full-time positions at one time. Rather, the Employer will stage the restructuring through a gradual process which is anticipated to be staged over the term of the agreement, except where it may be accelerated through attrition and/or fluctuations in CMI and funding.

The parties agree that the lack of "75-hour positions" throughout this process does not constitute a violation of 15.02.

In advance of the creation of the "75 hour" full-time positions, the Employer agrees to meet with the Union to discuss the method of implementation for filling of the "75 hour" full-time positions (for example, the application of the job posting process vs. the potential for "topping up" the hours of existing full-time positions, etc., etc.) and to consider the representations of the Union with regard to the same.

Renewed on _____

FOR THE UNION	FOR THE EMPLOYER
 Jason DeFraga (Feb 5, 2025 12:56 EST)	
	 Courtney Dunlop-McDonald (Feb 5, 2025 11:20 EST)
	 Sherry Braic (Feb 5, 2025 16:01 EST)
	 Janine Rose (Feb 5, 2025 11:16 EST)


Dora Palomba (Mar 1, 2025 15:36 EST)

LETTER OF UNDERSTANDING

Between

AVALON RETIREMENT CENTRE

And

**THE CANADIAN UNION OF PUBLIC EMPLOYEES,
AND ITS LOCAL 4314**

Re: Influenza Immunization

All employees shall be required to be immunized for influenza on an annual basis. The Employer will ensure that the influenza vaccination is available at no cost to the employee.

In the event that the Board of Health declares an influenza outbreak in the home and the employee has failed to take the required immunization vaccination, or failed to complete the recommended course of treatment, they may be placed on an unpaid leave of absence until such time as the employee has been cleared by public health or the employer to return to the work environment.

Employees who are unable to take the influenza vaccination due to medical reasons must provide written verification from a medical physician of such medical condition. Such employee may access their sick bank if any during any outbreak period.

If an employee did not take the required annual immunization vaccination or complete a recommended course of treatment, any subsequent course of treatment taken during an influenza outbreak shall be undertaken at the employee's expense.

Renewed on _____

FOR THE UNION

FOR THE EMPLOYER

Jason DeFraga
Jason DeFraga (Feb 5, 2025 12:56 EST)

Emily English

Courtney Dunlop-McDonald
Courtney Dunlop-McDonald (Feb 5, 2025 11:20 EST)

Sherry Braic
Sherry Braic (Feb 5, 2025 16:01 EST)

Janine Rose
Janine Rose (Feb 5, 2025 11:16 EST)

Dora Palomba
Dora Palomba (Mar 1, 2025 15:36 EST)

LETTER OF UNDERSTANDING

Between

AVALON RETIREMENT CENTRE

And

**THE CANADIAN UNION OF PUBLIC EMPLOYEES
AND ITS LOCAL 4314**

Re: Scheduling Prior to the Posting of a New Schedule

It is understood that scheduling shall begin with the Master Schedule

The parties agree to mutually implement an Availability Form for filling of shifts that become available after posting of the work schedule.

The Availability Form will be made available to employees two (2) weeks prior to commencement of the schedule. Full-time (less than 75 hours), part-time, and casual employees may sign their names to dates and shifts they are available for work.

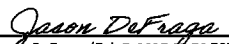



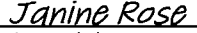
The scheduling of additional available shifts shall begin by giving the Casual employees up to four (4) shifts per schedule (two (2) shifts bi-weekly) based on the availability given by the casual employee.


After the Casual employees have been topped up as above, shifts shall be given to Part-time employees or Full-time employees who have less than ten (10) shifts biweekly (on the Master Schedule) beginning with the most senior based on their request for number of shifts and their shift preference (only ten (10) shifts in a pay period). The request must be given in writing to the Staffing Coordinator at least one (1) week prior to the posting of the schedule.

It is the responsibility of all employees to check the schedule when posted to see what shifts they are required to work. It is understood that no additional shifts be added to an already posted schedule unless it has been agreed upon by the employee.

It is the responsibility of the Part-time employees to work additional shifts required by the employer to facilitate operation of the facility. Any lack of availability must be given in writing to the Staffing Coordinator.

Renewed on Feb 5, 2025

FOR THE UNION	FOR THE EMPLOYER
 Jason DeFraga (Feb 5, 2025 12:56 EST)	
	 Courtney Dunlop-McDonald (Feb 5, 2025 11:20 EST)
	 Sherry Braic (Feb 5, 2025 16:01 EST)
	 Janine Rose (Feb 5, 2025 11:16 EST)


Dora Palomba (Mar 1, 2025 15:36 EST)

LETTER OF UNDERSTANDING

Between

AVALON RETIREMENT CENTRE

And

**THE CANADIAN UNION OF PUBLIC EMPLOYEES
AND ITS LOCAL 4314**

Re: Christmas/New Year's Scheduling

The parties expressly agree that this Letter of Understanding is effective as of the date of signing the Letter, May 27, 2013.

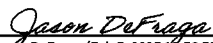




1. The Employer will continue to endeavour to schedule employees off for three (3) consecutive days at either Christmas or New Year's on a rotating basis from year to year, provided that the Employer can fulfill its staffing needs. It is understood that for full-time employees, up to two (2) statutory holiday lieu days will be used during this time. Any remaining statutory holiday lieu days will be requested in accordance with Article 16 of the Collective Agreement.

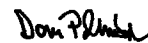
Employees whose turn it is to be off at Christmas who request consideration that their days off be December 24th, 25th and 26th will notify the Employer in writing by October 15th. It is understood that for the night shift, the shifts off would be the December 23rd, 24th and 25th night shifts. If the Employer can accommodate some, but not all, of these requests, the Employer will grant the requests on the basis of seniority.

Employees whose turn it is to be off at New Years who request consideration that their days off be December 31st, January 1st and 2nd will notify the Employer in writing by October 15th. It is understood that for the night shift, this shifts off would be the December 30th, 31st and January 1st. If the Employer can accommodate some, but not all, of these requests, the Employer will grant the requests on the basis of seniority.

2. All floating holidays must be taken prior to December 15th.
3. The parties agree to meet in Labour/Management in the fall of each year to review the proposed Christmas/New Year's schedule prior to its finalization and posting.

Renewed on Feb 5, 2025

FOR THE UNION	FOR THE EMPLOYER
 Jason DeFraga (Feb 5, 2025 12:56 EST)	
	 Courtney Dunlop-McDonald (Feb 5, 2025 11:20 EST)
	 Sherry Braic (Feb 5, 2025 16:01 EST)
	 Janine Rose (Feb 5, 2025 11:16 EST)


Dora Palomba (Mar 1, 2025 15:36 EST)

LETTER OF UNDERSTANDING

Between

AVALON RETIREMENT CENTRE

And

**THE CANADIAN UNION OF PUBLIC EMPLOYEES
AND ITS LOCAL 4314**

Re: Vacation Pay Payout

The parties agree that vacation pay earned in one vacation year (defined in the Collective Agreement as the twelve-month period from October 1st to September 30th) is payable in the following vacation year and not before. In other words, the vacation pay that an employee is paid in a vacation year is based upon their applicable percentage of total wages earned in the prior vacation year. The only exception is in a vacation year in which an employee terminates their employment, in which case vacation pay earned in that current vacation year is payable in accordance with Article 17.08 of the Collective Agreement.

Renewed on Feb 5, 2025

FOR THE UNION	FOR THE EMPLOYER
<u>Jason DeFraga</u> Jason DeFraga (Feb 5, 2025 12:56 EST)	<u>Emily English</u>
	<u>Courtney Dunlop-McDonald</u> Courtney Dunlop-McDonald (Feb 5, 2025 11:20 EST)
	<u>Sherry Braic</u> Sherry Braic (Feb 5, 2025 16:01 EST)
	<u>Janine Rose</u> Janine Rose (Feb 5, 2025 11:16 EST)

Don Palomba
Dora Palomba (Mar 1, 2025 15:36 EST)

LETTER OF UNDERSTANDING

Between

AVALON RETIREMENT CENTRE

And

**THE CANADIAN UNION OF PUBLIC EMPLOYEES
AND ITS LOCAL 4314**

Re: Uniforms for the Retirement Lodge

In the 2011 negotiations for the renewal of the collective agreement, the Employer notified the Union of its intent to introduce a new standardized uniform for employees in the Retirement Lodge. The uniform will consist of a standardized shirt and pant requirement.

The parties agreed that the employees will continue to receive the uniform allowance under Article 22 and must use the allowance toward the purchase of the standardized uniform. However, the parties further agree that upon the initial introduction of the standardized uniform, the Employer will supply each employee in the Retirement Lodge with one (1) shirt, which supply is in addition to the uniform allowances. Thenceforth, the employee will be responsible for purchase of the uniform from the uniform allowance.

The parties agree that the introduction of the standardized uniform may be implemented in May of 2011 with the Employer providing the one (1) shirt to each employee at that time.

Signed on Feb 5, 2025

FOR THE UNION

FOR THE EMPLOYER

Jason DeFraga
Jason DeFraga (Feb 5, 2025 12:56 EST)

Emily English

Courtney Dunlop-McDonald
Courtney Dunlop-McDonald (Feb 5, 2025 11:20 EST)

Sherry Braic
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