

COLLECTIVE AGREEMENT

BETWEEN



Front Line Health Care
Riverside Health Care
LaVerendrye Non-Profit Supportive Housing

**LA VERENDRYE NON-PROFIT SUPPORTIVE
HOUSING CORPORATION**
(hereinafter called the "Employer")

And

CUPE *Canadian Union
of Public Employees*

**CANADIAN UNION OF PUBLIC EMPLOYEES
AND ITS LOCAL 65-12**
(hereinafter called the "Union")

TERM OF AGREEMENT: April 1, 2024 – March 31, 2026

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COLLECTIVE AGREEMENT

BETWEEN:

**LA VERENDRYE NON-PROFIT SUPPORTIVE
HOUSING CORPORATION**

(Hereinafter referred to as the “Employer”)

of the first part

-and-

**CANADIAN UNION OF PUBLIC EMPLOYEES
AND ITS LOCAL 65-12**

(Hereinafter referred to as the “Union”)

of the second part

ARTICLE 1 – PURPOSE

1.01 Purpose

The general purpose of this Agreement is to:

- (a) Establish and maintain a relationship between the Employer and the Union;
- (b) Establish and maintain collective bargaining relations between the Employer and employees covered by this Agreement;
- (c) Provide a prompt and orderly method of settling complaints or grievances which arise hereunder;
- (d) Establish and maintain working conditions, hours of work and wages and benefits for bargaining unit employees as contained in this Agreement;
- (e) Encourage efficiency in operations, and to recognize the obligation of the Employer to provide efficient service to the public; and
- (f) To endeavour to promote the morale and well-being of bargaining unit employees.

ARTICLE 2 – RECOGNITION

2.01 Bargaining Unit

The Employer recognizes the Canadian Union of Public Employees, and its Local 65 as the sole and exclusive bargaining agent for all of its employees, save and except the Supervisor and persons above the rank of Supervisor, of the LaVerendrye Non-Profit Supportive Housing Employer, and hereby consents and agrees to negotiate with the Union or any authorized committee thereof in all matters affecting the relationship between the parties to this Agreement and hereby consents and agrees that this Collective Agreement provides an ongoing means of communication between the Union and the Employer on all matters arising hereunder.

2.02 Right of Fair Representation

The Union shall have the right to have the assistance of a representative(s) of the Canadian Union of Public Employees in grievance handling as provided in this Collective Agreement and when negotiating a Collective Agreement with the Employer. Such representative(s) shall have access to the Employer's premises upon prior approval from the Employer.

2.03 No Other Agreements

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

2.04 Work of the Bargaining Unit

Employees not covered by the terms of this Agreement will not perform duties normally assigned to bargaining unit employees except for purposes of instruction, experimentation or when bargaining unit employees are not readily available.

ARTICLE 3 – DEFINITIONS

3.01 Definition of Employee

“Employee” shall include only such persons coming within the scope of the bargaining unit described in Article 2 who have completed their probation.

3.02 Regular Full-Time Employee

“Regular Full-Time Employee” is defined as an employee who is required to work on a pre-determined and continuous schedule for an average of thirty-seven and one-half (37½) hours per week on a regular basis and who has completed their probationary period.

3.03 Regular Part-Time Employee

“Regular Part-Time Employee” is defined as an employee who is required to work a pre-determined and continuous schedule for less than the normal full-time basis referred to in 3.02 above and who has completed their probationary period.

3.04 Temporary Employee

- (a) “Temporary Employee” is defined as an employee whose terminal date is established prior to employment and who is hired for a specific period of time to replace regular full-time or regular part-time employees absent on vacation, sick leave, maternity leave or other leaves of absence; or who is hired to work for a definite term or task.
- (i) A temporary employee shall not accrue seniority
 - (ii) A temporary employee shall be paid as per the Schedule “A”
 - (iii) A temporary employee shall be covered by all relevant provisions of the Employment Standards Act
 - (iv) it is understood the layoff or termination of employment of a temporary employee may not be made the subject of a grievance.

NOTE: A permanent full-time or part-time employee retains and accumulates all their rights and benefits during the period that they fill a temporary position.

- (b) When a temporary employee obtains a regular full-time or regular part-time position, and completes the requisite probationary period, they shall receive credit for seniority purposes for any time worked as a temporary employee.

3.05 Casual Employee

- (a) “Casual Employee” is defined as an employee who is called into work on an as required basis and whose employment is therefore irregular and may vary in length from day-to-day and week-to-week. A casual employee shall not accrue seniority and only Schedule “A” (Salary and Classifications) and relevant provisions of the *Employment Standards Act* will apply to them and without limiting the generality of the foregoing it is understood the layoff or termination of employment of a casual employee may not be made the subject of a grievance.
- (b) The Employer will keep a record of hours worked by casual employees and shall use such record of hours worked for calling a casual employee to come into work on an “as required” basis with the casual employee having the most accumulated hours worked being called first. The call-in of a casual employee to work will be carried out after first endeavouring to offer such call-in to regular part-time employees in accordance with Article 14.07.
- (c) When a casual employee obtains a regular full-time or regular part-time position and completed the requisite probationary period, they shall receive credit for seniority purposes for any time worked as a casual employee.

3.06 Supervisor

“Supervisor” shall mean the Supportive Housing Manager or designate

3.07 Gender

For the purposes of interpretation of this Agreement, wherever the singular or feminine gender is used in this Agreement it shall be considered as if the plural or masculine has been used where the context of the Agreement so requires.

ARTICLE 4 – RELATIONSHIP

4.01 Union Membership

All employees falling within the scope of the bargaining unit shall, as a condition of employment, remain members in good standing of the Union in accordance with the Union’s Constitution and By-laws.

New employees of the Employer shall, as a condition of employment become members of the Union within ninety (90) days of the commencement of their employment.

4.02 Deduction of Dues

The Employer shall deduct from the wages of all employees covered by this Agreement the amount of regular Union Dues payable to the Union. The Employer shall include on the Income Tax (T-4) slips of the employees the annual amount of Union Dues paid by the Union member for that particular taxation year. Such deductions will commence in the first month of their employment.

Deductions shall be made in the pay period at the end of each month and forwarded to the National Secretary-Treasurer of the Union not later than the fifteenth (15th) day of the month following such

deductions, accompanied by a list of the names of the employees from whom deductions have been made. The Employer agrees to send the Unit Chair a copy of the dues check off list each month.

4.03 Employer Liability

The Union agrees to indemnify and save the Employer harmless with respect to all dues or their equivalent thereof so deducted and remitted and with respect to any claim or liability made against the Employer by any employee or group of employees or any other person or party arising out of the deduction of union dues or their equivalent as herein provided.

4.04 New Employee Orientation

A new employee will have the opportunity to meet with a representative of the Union, in the employ of the Employer, for a period of up to thirty (30) minutes, during the employee's initial orientation period, without loss of regular earnings.

4.05 No Discrimination

Each of the parties hereto agrees that there will be no discrimination, interference, restraint or coercion exercised or practised upon any employee on account of membership or non-membership or activity in the Union or by reason of race, ancestry, place of origin, creed, sex, sexual orientation, age (as defined under the Ontario *Human Rights Code*), marital status, family status or handicap.

4.06 No Harassment

The parties also agree that every person who is an employee has a right to freedom from harassment in the workplace.

The Employer shall establish and maintain a harassment policy.

The parties further agree that Riverside Health Care Facilities Inc. will post the most current violence and harassment policy on the health and safety communication board.

4.07 Correspondence

All correspondence from the Employer to the Union arising out of the Agreement shall be forwarded to the Unit Chairperson and National Representative. The Union shall inform the Employer in writing of the name and address of the Unit Chairperson and National Representative and of any changes as they occur. All correspondence from the Union to the Employer arising out of the Agreement shall be forwarded to the Manager of Human Resources or their designate.

4.08 Contact Information

The Employer will provide to the Union, on a quarterly basis, an electronic spreadsheet listing all employees in the bargaining unit. The list will include member name, job title, home mailing address, home telephone number and employment status, ie full-time, part-time, casual. Union members who do not want the Union to have this information, shall notify the Employer of such in writing.

4.09 Attendance Management

Days of absence arising out of a medically-established serious chronic condition and on-going course of treatment, a catastrophic event, absence for which WSIB benefits are payable, medically necessary surgical interventions, or days where the employee is asymptomatic and is under a doctor's care from the commencement of symptoms for a confirmed communicable disease (and has provided medical substantiation of such symptoms) but is required to be absent under the Employer or public health authority protocol, will not be counted for the purposes of being placed on, or progressing through, the steps of an attendance management program.

Leaves covered under the *Employment Standards Act*, and leaves under Article 17 will not be counted for the purposes of being placed on, or progressing through, the steps of an attendance management program.

ARTICLE 5 - MANAGEMENT RIGHTS

5.01 Management Rights

The Union agrees that it is an exclusive right of the Employer to:

- (a) Determine and establish standards and procedures for the care, welfare, safety and comfort of the tenants.
- (b) To maintain order, discipline, efficiency and in connection therewith, to establish and enforce rules and regulations.
- (c) To hire, to transfer, lay-off, recall, promote, demote, classify, assign duties, and discharge, suspend or otherwise discipline employees for just cause, provided that a claim that an employee who has completed the probationary period and acquired seniority has been discharged or disciplined without just cause may be the subject of a grievance and dealt with as hereinafter provided.
- (d) To plan, direct and control its operations and the work of the employees and the operation of all programs. This includes the right to introduce new and improved methods, facilities, equipment and to control the amount of supervision necessary, work schedules and the increase or the reduction of personnel in any particular area.

The Employer agrees that these rights will be exercised in a manner consistent with the express provisions of this Agreement.

ARTICLE 6 – LABOUR MANAGEMENT RELATIONS

6.01 Stewards

- (a) The Employer agrees to recognize two (2) union stewards to be elected from amongst employees in the bargaining unit who have completed their probationary period for purposes of dealing with Union business as provided under this Collective Agreement.

- (b) The Union will inform the Employer in writing of the names of its officers and two stewards from time to time and the Employer will not be required to recognize the officers or stewards until it has been notified in writing by the Union of the names of the employees elected or appointed temporarily.
- (c) The Union acknowledges that the stewards will continue to perform their regular duties on behalf of the Employer, and that such persons will not leave their regular duties without first obtaining permission from their supervisor and on resuming regular duties they will report to their respective supervisors.

6.02 Negotiating Committee

The Employer agrees to recognize a negotiating committee comprising of two (2) employee representatives of the Union for the purpose of negotiating a renewal of a collective agreement.

The Employer will pay the Bargaining Committee straight time for bargaining during normal working hours.

6.03 Labour Management Committee

- (a) The Employer shall establish and maintain a Labour Management Committee consisting of two (2) representatives of management and two (2) representatives of the Union. The Labour Management Committee shall meet when requested by either party.
- (b) Meetings shall be chaired alternately by a representative of the Employer and of the Union. The Co-chairs shall meet to develop the agenda ten (10) days prior to the meeting.
- (c) The Union shall have the right, at any time, to have the assistance of the Representative of the Canadian Union of Public Employees, and the Employer shall have the right to have the assistance of a legal representative at a Labour Management meeting upon notification to the other party.
- (d) The Labour Management Committee may deal with matters of mutual concern (except for grievance(s) and negotiating matters).
- (e) The Employer will pay the Labour Management Committee straight time for all meetings held during normal working hours.

6.04 Copies of Policies and Resolutions

The Employer shall send the Union a copy of any Employer policy, resolution or by-law relative to working conditions applicable to members of the bargaining unit. This shall not include confidential material.

ARTICLE 7 - NO STRIKE OR LOCKOUT

7.01 No Strike or Lockout

The Union agrees that there shall be no strikes, and that neither the Union nor any of its officers or officials nor any employee shall take part or call or encourage any strike, or suspension of work

against the Employer, nor shall the Employer or any of its officers or officials engage in or encourage any lockout of employees, during the life of this Agreement.

7.02 Definition of Strike and Lockout

The terms “strike” and “lockout” shall bear the meaning given them in the *Labour Relations Act, 1995 S.O. 1995 c.1* as amended.

ARTICLE 8 – GRIEVANCE PROCEDURE

8.01 Definition of Grievance

A grievance shall be defined as any difference arising between the Employer and an employee or a group of employees as to the interpretation, application, administration, or alleged violation of the provisions of the Collective Agreement. An earnest effort shall be made to settle grievances promptly in the following manner.

8.02 Settling of Grievances

Complaint Stage

It is understood that an employee(s) will first give the supervisor an opportunity to adjust the complaint.

An employee or group of employees having a complaint shall, within seven (7) days after the circumstance giving rise to the complaint has occurred first verbally take up the complaint with the immediate supervisor of the program affected who will attempt to adjust it.

The supervisor or their designate shall give their response to the complaint within seven (7) days and, failing settlement, it may then be taken up as a grievance in the following manner:

Step 1

Failing satisfactory settlement of the complaint, the complaint shall be reduced to writing, signed and submitted by the grievor, accompanied by the steward, to the supervisor or their designate. Such written grievance must be submitted within seven (7) days of receipt of the supervisor’s response to the verbal complaint. The Employer or the Union may request a meeting which shall be held within ten (10) days after such request. The supervisor or their designate shall respond within seven (7) days of the meeting.

Step 2

Failing settlement being reached in Step 1, the Union may submit the written grievance to Human Resources within seven (7) days of receiving the Supervisor’s response. The Union may request in writing a meeting with Human Resources and such meeting shall take place within ten (10) days of the request. Human Resources shall render their decision within ten (10) days of the meeting.

Step 3

Failing a satisfactory settlement being reached in Step 2, the Union may refer the dispute to arbitration within thirty (30) days of receiving Human Resources' response.

8.03 Union Grievance

Where a dispute involving a question of general application or interpretation occurs, or the Union has a grievance, Step 1 of the Grievance Procedure may be by-passed.

8.04 Replies in Writing

All grievances and replies to grievances, stating reasons, shall be in writing at all stages.

8.05 Facilities for Grievances

The Employer shall supply the necessary facilities within its own premises for the grievance meeting, as long as it does not interfere with the operation of such facility.

8.06 Grievance Forms

All grievance forms shall contain only one grievance. A written grievance shall contain a clear and concise statement concerning the complaint, the persons involved, the date on which the alleged violation occurred, and the relief sought if practicable, and the Collective Agreement article alleged to have been violated.

8.07 Permission to Leave Work

In order that the work of the Employer shall not unreasonably be interrupted, no steward shall leave their work to investigate disputes and propose adjustments as provided in this article, without first obtaining the permission of the employee's immediate supervisor. Where such permission is granted, the employee shall return to their work as soon as reasonably possible and report, where practicable, to the immediate supervisor on resumption of work.

8.08 Employer Grievance

The Employer may institute a grievance consisting of an allegation of a general misinterpretation or violation of this agreement (by the union or any employee covered by this agreement), by forwarding a written statement of said grievance to the Recording Secretary of the local union, providing it is presented within ten (10) days after the circumstances giving rise to the grievance have originated or occurred. The local union shall give their decision in writing seven (7) days after receiving the written grievance and, failing settlement, the grievance may be referred to arbitration by the Employer in accordance with Article 9.

8.09 Time Limits

Time limits provided for in the grievance and arbitration procedure of this collective agreement are mandatory. Non-compliance with the time limit(s) will cause the grievance to expire and the grievance will be conclusively deemed to have been finally abandoned. The parties may agree in writing to extend such time limits.

Time limits set out in Articles 8, 9 and 10 shall be calendar days.

A written request for an extension of a time limit which is received before the expiration of that time limit will not be unreasonably denied.

ARTICLE 9 – ARBITRATION

9.01 Composition of Board of Arbitration

- (a) When either party requests that a grievance be submitted to arbitration, the request shall be made by registered mail addressed to the other party of the agreement, indicating the name of its nominee on an Arbitration Board. Within ten (10) days after receipt of the request, the other party shall answer by registered mail indicating the name and address of its appointee to the Arbitration Board. The two nominees shall then select an impartial chairperson.
- (b) Notwithstanding a) above, the union and the Employer may agree upon a sole arbitrator to hear the matter and for this purpose will exchange nominations.
- (c) No person may act as an arbitrator who is a member of the Union or an employee or solicitor or agent of either the Union or the Employer or who has been directly involved in attempts to negotiate or settle the grievance.

9.02 Failure to Appoint

If the party receiving the notice fails to appoint a nominee, or if the two nominees fail to agree upon a chairperson within ten (10) days of their appointment, the appointment shall be made by the Minister of Labour upon request of either party.

9.03 Board Jurisdiction

It is understood and agreed that the Arbitration Board shall have authority only to settle disputes under the terms of this Agreement and may only interpret and apply this Agreement to the facts of the particular grievance involved. Only grievances arising from the interpretation or alleged violation of this Agreement, including a question as to whether a matter is arbitrable, shall be arbitrable. The Board of Arbitration shall have no power to alter, add to, subtract from, modify or amend this agreement, nor give any decision inconsistent with it.

9.04 Decisions of the Board

The decision of the majority shall be the decision of the Board. When there is no majority decision, the decision of the chairperson shall be the decision of the Board. The decision of the Board of Arbitration shall be final and binding and enforceable on all parties subject to any court challenges that may be made by either party; but in no event shall the Board of Arbitration have the power to change this Agreement or to alter, modify or amend any of its provisions.

9.05 Expenses of the Board

Each party shall pay:

- (a) The fees and expenses of the arbitrator it appoints.
- (b) One-half (½) the fees and expenses of the Chairperson.

9.06 Amending of Time Limits

If a grievance is not referred to arbitration within the thirty (30) day period provided in Article 8.02 (Step 3), the grievance will be conclusively deemed to have been finally abandoned unless the parties agree in writing to an extension of that thirty (30) day period.

9.07 Witnesses

At any stage of the grievance or arbitration procedure, the parties may have the assistance of the employee(s) concerned as witnesses, provided that sufficient staff remain on duty to staff the Employer's various programs. All reasonable arrangements will be made to permit the conferring parties or the arbitrator(s) to have access to the Employer's premises to view any working conditions which may be relevant to the settlement of the grievance, at a reasonable time and so as not to interfere with the function of the Employer's premises.

9.08 Place of Hearing

Arbitrations shall be heard at Fort Frances, Ontario, or at such other place as may be agreed upon by the Union and the Employer.

ARTICLE 10 – DISCHARGE, SUSPENSION AND DISCIPLINE

10.01 Warnings

- (a) Where an employee is disciplined by means of a written warning, suspension, or discharge, the Employer shall confirm the same in writing to the employee. An employee's reply to such discipline shall form part of the employee's record.
- (b) A warning shall be removed from the disciplinary record of an employee twelve (12) months after it has been given, provided no other disciplinary action has been taken or adverse reports written within such twelve (12) month period. In the latter event, such warning shall not be removed from the employee's disciplinary record until a further twelve (12) months have elapsed without other disciplinary action or adverse reports.

10.02 Access to Personnel Files

An employee shall have reasonable access to their personnel file upon twenty-four (24) hours notice, for the purpose of reviewing its contents in the presence of their supervisor or their designate and shall have the right to respond in writing to any comment contained in their file.

10.03 Discharge and Discipline Grievances Procedure

- (a) If a regular full-time or regular part-time employee who has completed their probationary period believes they have been discharged or disciplined without just cause, they may file a written grievance with Human Resources within five (5) calendar days after they have been given notice of discharge or discipline.
- (b) Step 1 of the grievance procedure shall be omitted in the case of a discipline or discharge grievance, but all the remaining provisions contained in Article 8 shall be applicable and complied with in the processing of a discipline or discharge grievance.

10.04 Sufficient Cause for Discharge

The following shall be conclusively deemed to be sufficient for the discharge or discipline of an employee but shall not deprive the employee of the grievance and the arbitration procedures:

- (a) Conducting themselves in such a manner as to cause a dangerous situation or actual or potential harm to a tenant or client.
- (b) An employee found to be abusing a tenant or client.
- (c) Failure to return to their regular scheduled shift after a period of vacation or after a Statutory Holiday or substitute day, unless not reasonably possible.
- (d) Consuming or being under the influence of alcoholic beverages or prohibited drugs (as defined in the Food and Drug Act, the Narcotic Control Act or any other Federal Statute) while on the job.
- (e) Any other just cause, if upheld by a Board of Arbitration in the event the dismissal or disciplinary action is grieved by the employee and the grievance proceeds through to arbitration.

10.05 Disciplinary Action

Employees exhibiting the following performance deficiencies shall be subject to disciplinary action which could result in termination.

- Insubordination
- Continued lateness or absence without reasonable excuse
- An employee leaving their shift before their scheduled time without the consent of their Employer or Supervisor

10.06 Unjust Suspension or Discharge

If a discharge grievance goes to arbitration, the Board of Arbitration may:

- (a) Confirm the dismissal of the Employee; or
- (b) Reinstatement the employee with full compensation for time lost;

- (c) Except in a discharge for reasons set out in 10.04, dispose of the grievance on terms which the Board of Arbitration considers just and equitable.

ARTICLE 11 - SENIORITY

11.01 Seniority Defined

- (a) Seniority for regular full-time and regular part-time employees is defined as the length of continuous service with the Employer from the latest date of hire as a regular full-time or regular part-time employee as the case may be.

A regular full-time employee's seniority shall be credited with 1,950 hours for each full year of regular full-time service.

A regular part-time employee's seniority shall be calculated and accumulated in accordance with the number of hours actually worked.

- (b) When a temporary employee or casual employee obtains a regular full-time or regular part-time position and completes the requisite probationary period, they shall receive credit, for seniority purposes, on the regular full-time and regular part-time seniority list, for any time worked as a temporary or casual employee.

11.02 Seniority List

The Employer shall maintain a Seniority List calculated on the basis of hours worked in accordance with Article 11.01(a). Up-to-date Seniority Lists will be sent to the Union and posted on one bulletin board at each program by January 1st and June 1st of each year.

11.03 Probationary Period

- (a) A newly hired regular full-time employee shall be on probation for a period of four (4) months.
- (b) A newly hired regular part-time employee shall be on probation for a period of six hundred and fifty (650) work hours of continuous service or nine (9) months, whichever first occurs.
- (c) During the probationary period, an employee shall be entitled to all rights, benefits (subject to carrier's waiting period) and wage rates as set out in this Collective Agreement unless otherwise provided in this Agreement.
- (d) The Employer may extend the probationary period for up to one (1) additional month, provided written notice is given by the Employer to the employee and the Union before the end of the first probationary period. The Employer shall not so extend the probationary period in an arbitrary manner.
- (e) The discharge, termination or lay off of a probationary employee shall be in the sole discretion of the Employer and is not grievable or arbitrable.

11.04 Termination of Service & Loss of Seniority

An employee shall lose their seniority and shall be deemed to have left the employ of the Employer in the event:

- (a) an employee is discharged for just cause and is not reinstated;
- (b) an employee resigns or quits;
- (c) an employee is absent from work without providing a reason satisfactory to the Employer;
- (d) an employee fails to return to work within seven (7) calendar days following a lay-off and after being notified by registered or certified mail to do so, unless prevented from returning to work by verifiable disability or illness. It shall be the responsibility of the employee to keep the Employer informed of their current address;
- (e) an employee is laid off for a period longer than twenty-four (24) months;
- (f) an employee who has been granted a leave of absence of any kind, and who overstays their leave, unless they obtain permission or provide an explanation, satisfactory to the Employer.

11.05 Notice of Objection

No objection to an employee's seniority status may be taken by the union or by any employee unless written notice of objection is given to the Employer within thirty (30) days after the seniority list has first been posted.

11.06 Notices

Any notice to any employee under this Agreement will be given in writing, addressed to the employee at their last address on the payroll records of the Employer, with a copy to the Union. Such notice shall be deemed to have been given the third calendar day after the document is forwarded by registered mail.

It will be the responsibility of the employee to provide written notification of any change in their address to their supervisor.

11.07 Portability of Service

Retroactive to April 1, 2024.

An employee hired by corporation with recent and related experience may claim consideration for such experience at the time of hiring on a form to be supplied by the Corporation. Any such claim shall be accompanied by verification of previous related experience. The Corporation shall then evaluate such experience during the probationary period following hiring. Where in the opinion of the Corporation such experience is determined to be relevant, the employee shall be slotted in that step of the wage progression consistent with one (1) year's service for every one (1) year of related experience in the classification upon completion of the employee's probationary period. It is understood and

agreed that the foregoing shall not constitute a violation of the wage schedule under the Collective Agreement.

NOTE: For existing employee's claim for recognition is to be submitted ninety (90) days from date of ratification.

ARTICLE 12 – PROMOTIONS AND STAFF CHANGES

12.01 Job Postings

When a permanent vacancy occurs or a new position is created or when an interim vacancy arises with an expected duration of sixty (60) days or more inside the bargaining unit, the Employer shall post notices of such position on one (1) bulletin board at each program. The Employer agrees to post a permanent position within thirty (30) calendar days of the position becoming vacant, unless the Employer provides notice of its intention to eliminate the position.

12.02 Information on Postings

Such notice shall contain the following information: nature of position, qualifications and wage rate.

12.03 Posting Length and Outside Advertisement

- (a) All job postings shall be posted for seven (7) calendar days during which time employees may apply in writing for the vacancy.
- (b) With agreement of the Bargaining Unit, the Employer may advertise vacancies externally in conjunction with the internal posting process.

12.04 Method of Making Appointments

The Employer agrees to apply the seniority of employees in making staff changes, transfers or promotions. Therefore in making staff changes, transfers or promotions to fill any permanent vacancy or new position within the bargaining unit, an appointment shall be made of the applicant with the greatest seniority where the required qualifications are relatively equal as determined by a formal selection process. The Employer shall not exercise its discretion in an arbitrary, capricious or discriminatory manner.

12.05 Trial Period

- (a) An employee selected to fill a vacancy in accordance with Article 12.04 shall be subject to a trial period of thirty (30) days. This trial period may be extended by either party upon mutual consent of the parties for a further ten (10) days. During the trial period the Employer may return the employee to their previous position (or the employee may so return upon giving the Employer three (3) working days notice).
- (b) During the trial period, the position vacated by the successful applicant will not be required to be posted but may be filled by a casual part-time or temporary employee.

- (c) In the event the successful applicant proves unsatisfactory in the position during the trial period, or if the employee chooses to return to their former position during the trial period, the employee shall be returned to their former position, wage or salary rate and without loss of seniority. Any other employee promoted or transferred because of the re-arrangement of positions shall also be returned to their former position, wage or salary rate, without loss of seniority.

12.06 Notification to Employee and Union

- (a) Within seven (7) calendar days of the date of appointment to a vacant position, the name of the successful applicant shall be posted on the bulletin board at each program.
- (b) The union shall be notified of all appointments, hirings, lay-offs, transfers, recalls and terminations of employment within the bargaining unit.

12.07 Pay on Temporary Transfer, Higher Rated Job

When an employee is temporarily assigned by the Employer to perform the principal duties of a higher paying position within the bargaining unit, for a period of at least one full shift, they shall receive the rate for such higher paying position.

12.08 Pay on Temporary Transfer, Lower Rated Job

When an employee is temporarily assigned to a position paying a lower rate, their rate shall not be reduced for the period of such temporary assignment.

ARTICLE 13 – LAY-OFFS AND RECALLS

13.01 Role of Seniority in Lay-offs and Recalls

The Employer agrees to consider the seniority of employees in making lay-offs and recalls. Therefore, in the event of a lay-off, employees shall be laid off in the reverse order of their seniority, and recalled in order of their seniority, where the required qualifications are relatively equal in the opinion of the Employer provided, however, the Employer shall not exercise its discretion in an arbitrary, capricious or discriminatory manner.

An employee subject to a permanent layoff may displace the least senior employee in another classification provided they have the skills, ability, and experience to perform the job without training.

If the position from which the employee was laid off is to be filled within twelve months of the layoff, the employee may require to be returned to the position and the posting process will be waived.

13.02 No New Employees

No new employees shall be hired until those laid off have been recalled, provided the laid off employee possesses the qualifications to perform the work available.

13.03 Notice of Lay-Off and Termination

The Employer shall notify regular full-time and regular part-time employees who are to be laid off for a period of more than eight (8) weeks, fourteen (14) calendar days prior to the effective date of layoff. If the employee has not had the opportunity to work their scheduled days within the fourteen (14) days notice period set out herein, the employee shall be paid for the days for which work was not made available.

In the case of termination of employment without just cause the Employer agrees to provide notice of termination or pay in lieu thereof as set out in the *Employment Standards Act*. (This does not apply to termination of employment by virtue of the operation of Article 11.04).

Any notice to any employee under this Agreement will be given in writing, addressed to the employee at their last address on the payroll records of the Employer, with a copy to the Union. Such notice shall be deemed to have been given the third calendar day after the document is forwarded by registered mail. It will be the responsibility of the employee to provide written notification of any change in their address to their supervisor.

13.04 Grievances on Lay-Offs and Recalls

Grievances concerning lay-offs and recalls shall be initiated at Step 2 of the grievance procedure in accordance with the time limits contained in Article 8.

13.05 Notices

Any notice to any employee under this Agreement will be given in writing, addressed to the employee at their last address on the payroll records of the Employer, with a copy to the Union. Such notice shall be deemed to have been given the third calendar day after the document is forwarded by registered mail. It will be the responsibility of the employee to provide written notification of any change in their address to their supervisor.

13.06 Notice of Termination by Employee

Every employee shall give as much notice of termination of their employment as possible in the circumstances.

13.07 Staff Planning Meetings

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

13.08 Notice and Disclosure

The Employer shall give the Union sixty (60) days notice in writing in the event the Employer and/or Ministry is contemplating or planning reductions and/or closure of programs, services, or supports; layoffs; restructuring; or any other initiative that would impact the work of the bargaining unit and/or job security of bargaining unit members.

The Employer shall meet with the Union within five (5) working days of the written notice at which time the Employer shall fully disclose to the Union any and all plans for reductions and/or closure

of programs, services, or supports; layoffs; restructuring; or any other initiative that would impact the job security of bargaining unit members.

ARTICLE 14 - HOURS OF WORK AND OVERTIME

14.01 No Guarantee of Hours

The following provisions are intended to define the normal hours of work and shall not be construed as a guarantee of hours of work per day, or per week, or of days of work per week.

14.02 Normal Hours of Work

The normal hours of work for a regular full-time employee shall be thirty-seven and one-half (37½) hours per week. The normal hours of work per shift for a regular full-time employee shall be seven and one-half (7½) hours per day exclusive of a ½ hour unpaid lunch period.

14.03 Overtime

All hours required by the Employer to be worked in excess of seven and one-half (7½) hours of work per day or in excess of thirty-seven and one-half (37½) hours of work per week shall be paid at the rate of time and one-half (1½) the employee's regular straight time hourly rate.

All overtime hours worked are to be authorized by the Supervisor whenever possible prior to payment.

Overtime shall be called-in by order of seniority. The current seniority list for call-in purposes will be kept with the schedule.

14.04 No Pyramiding

Overtime shall not be paid more than once for any hour worked, and there shall be no pyramiding of overtime or any other premiums under this agreement.

14.05 Time off in Lieu of Overtime

Instead of cash payment for overtime, an employee may with the approval of their supervisor choose to receive time off at the overtime rate at a time mutually agreed upon.

The Employer shall revert to payment of premium rate if time off is not taken within sixty (60) calendar days.

14.06 Evening and Night Shifts

Any employee required to work on a regular rotation of evening and night shifts shall be paid, in addition to their regular hourly rate, an additional eighty-five cents (85¢) per hour for all scheduled hours worked where the majority of their scheduled hours fall between 1500 hours and 0700 hours performed on such full evening and night shifts.

14.07 Call-Back and Call-In

(a) Call-back

A regular full-time employee who has completed their regularly scheduled shifts, and has left the facility, and is called back to work by the Employer during a period not immediately following their scheduled shift or not immediately preceding their next scheduled shift, shall receive a minimum guarantee of three (3) hours pay at the regular straight time hourly rate, or one and one-half (1½) times the regular straight time hourly rate for the time actually worked, whichever is the greatest.

(b) Call-ins

The Employer will endeavour to offer call-ins to regular part-time employees, provided they are readily available and have, in the opinion of the Employer, the required training to perform the available work, in order of seniority, prior to offering such call-in to casual employees.

It is understood that the Employer will not be required to offer work, which would result in overtime premium pay.

14.08 Shift Premium

Employees shall be paid a shift premium of two dollars and twenty-six cents (\$2.26) per hour for all hours worked where the majority of their scheduled hours fall between 1500 and 2300 hours.

Effective May 18, 2024

Employees shall be paid a shift premium of two dollars and ninety-eight cents (\$2.98) per hour for all hours worked where the majority of their scheduled hours fall between 2300 and 0700 hours.

Effective April 1, 2024

Three dollars and fourteen cents (\$3.14) per hour will be paid as a weekend premium for all hours worked between 2400 hours Friday and 2400 hours Sunday.

For clarity, employees will be paid both shift and weekend premiums when working hours eligible for both premiums.

ARTICLE 15 - PAID HOLIDAYS

15.01 Paid Holidays

The following shall be designated as paid holidays for regular full-time employees:

- | | |
|--|------------------|
| New Years Day | Thanksgiving Day |
| Good Friday | Remembrance Day |
| Victoria Day | Christmas Day |
| Canada Day | Boxing Day |
| Civic Holiday (1 st Monday in August) | Family Day |

Labour Day
National Day for Truth & Reconciliation

One Float Day

Holiday pay is defined as the amount of straight time hourly rate of pay which a regular full-time employee would have received had they worked their regular shift on the day in question.

15.02 Pay for Working a Holiday

- (a) A regular full-time employee who is required to work on a holiday, except for the Float Day, shall be paid at time and one-half (1½) the employee's regular straight time hourly rate for all hours worked on such holiday in addition to a day off with pay in lieu of the holiday at a time mutually agreed upon by the employee and their supervisor.
- (b) A regular part-time employee who is required to work on a holiday listed in Article 15.01 (except the Float Day) shall be paid at time and one-half (1½) the employee's regular shift time hourly rate for all hours worked on such holiday.

15.03 Failure to Report for Work

An employee who is scheduled to work on a paid holiday and who fails to report for work, shall lose his their entitlement to the paid holiday or holiday pay unless the employee provides a reason for such absence satisfactory to the Employer.

15.04 Holidays Falling on Vacation or Scheduled Day Off

Where a holiday falls during an employee's scheduled vacation period or on an employee's scheduled day off, employees who qualify will receive an additional day off with pay.

15.05 Eligibility for Paid Holiday

It is agreed that an employee off work on layoff or off work receiving Workers Safety Insurance Board (WSIB) Disability benefits or pension or an employee off work on an approved leave of absence without pay or on any other unpaid absence is not eligible for paid holidays or holiday pay from the Employer.

15.06 Distributing Work on Paid Holiday

The Employer will endeavour to distribute work on paid holidays equitably among regular part-time employees, subject to the operating requirements of the Employer.

15.07 Christmas & New Year's Scheduling

The Employer will endeavour to give employees either Christmas or New Years Day off subject to staffing availability.

Parties agree to a mandatory meeting each October to review the holiday needs for the period of December 20th to January 5th and establish a schedule to maximize the granting of vacation.

In the event consensus is not met, the parties agree to revert back to the scheduling provisions as outlined in Article 16.02.

ARTICLE 16 - VACATIONS

16.01 Vacation Period

For the purpose of calculating eligibility, the vacation entitlement determination date for a regular full-time employee shall be based on the anniversary date of hire. A regular full-time employee on an unpaid leave of absence as shown in Article 17.01 or on any other unpaid absence shall have their vacation with pay pro-rated by the amount of such absence(s) in excess of thirty (30) calendar days.

16.02 Scheduling Vacations

- (a) For scheduling purposes, the vacation year shall be from April 1st to March 31st.
- (b) Employees may submit requests for vacation by April 1st. Subject to the operating requirements of the Employer vacation requests (including requests for unbroken vacation periods) submitted by April 1st will be scheduled based on seniority;
- (c) An employee may not use their seniority after April 1st to obtain any particular vacation period. However, subject to the Employer's operating requirements, the Employer will endeavour to accommodate such vacation requests presented after April 1st.

16.03 Accumulation of Vacation

Vacations are not cumulative from year to year except with the written approval of the Employer.

16.04 Vacation for Employees with One (1) to Five (5) Years of Continuous Service

A regular full-time employee who has completed one (1) but less than five (5) years of continuous service shall be entitled to three (3) weeks annual vacation with pay.

16.05 Vacation After Five (5) Years of Continuous Service

A regular full-time employee who has completed five (5) years but less than thirteen (13) years of continuous service shall be entitled to four (4) weeks annual vacation with pay.

16.06 Vacation After Thirteen (13) Years of Continuous Service

A regular full-time employee who has completed thirteen (13) years but less than twenty two (22) years of continuous service shall be entitled to five (5) weeks annual vacation with pay.

16.07 Vacation After Twenty-Two (22) Years of Continuous Service

A regular full-time employee who has completed twenty-two (22) but less than twenty-eight (28) years of continuous service shall be entitled to six (6) weeks annual vacation with pay.

16.08 Vacation After Twenty-Eight (28) Years of Continuous Service

A regular Full-Time employee who has completed twenty-eight (28) or more years of continuous service shall be entitled to seven (7) weeks annual vacation with pay.

16.09 Regular Part-Time Employees

Regular part-time employees shall receive vacation pay as follows:

- Less than one year continuous service – four (4%) percent
- One to five years continuous service – six (6%) percent
- Five to thirteen years continuous service – eight (8%) percent
- Thirteen to twenty-two years continuous service – ten (10%) percent
- Twenty-Two years continuous service – twelve (12%) percent
- Twenty-Eight years continuous service – fourteen (14%) percent

16.10 Casual and Temporary Employees

Casual and temporary employees shall receive vacation pay in accordance with the *Employment Standards Act*.

ARTICLE 17 – LEAVE OF ABSENCE

17.01 Notice of Leave of Absence

The Employer may grant or refuse a request for a leave of absence without pay, provided that they receive at least one (1) month’s notice in writing, unless impossible, and that such leave may be arranged without undue hardship to the Employer’s operating requirements. Applicants when applying must indicate the commencement date and the date of return. A regular full-time employee taking an unpaid leave of absence or on any other unpaid absence will continue to accumulate seniority for a period of thirty (30) calendar days. A regular full-time employee taking an unpaid leave of absence or on any unpaid absence in excess of thirty (30) calendar days shall not accumulate seniority or service for such absence(s) exceeding thirty (30) calendar days.

If leave of absence is granted, the employee shall be advised in writing with a copy to the Union.

17.02 Bereavement Leave

Any employee who notifies the Employer as soon as possible following a bereavement will be granted bereavement leave for seven (7) consecutive working days off without loss of regular pay from regularly scheduled hours in conjunction with the death of the spouse, child, or parent.

Any employee who notifies the Employer as soon as possible following a bereavement will be granted bereavement leave for three (3) consecutive working days off without loss of regular pay from regularly scheduled hours in conjunction with the death of the sister, brother, mother-in-law, father-in-law, son-in-law, daughter-in-law, grandparent, grandchild, brother-in-law, sister-in-law or grandparent of spouse.

An employee shall be granted one (1) day bereavement leave without loss of regular pay from regularly scheduled hours in conjunction with the death or to attend the funeral of their aunt or uncle, niece or nephew.

The Employer, in its discretion, may extend such leave with or without pay. Where an employee does not qualify under the above-noted conditions, the Employer may, nonetheless, grant a paid

bereavement leave. For the purpose of bereavement leave, the relationships specified in the preceding clause are deemed to include a common law spouse and a partner of the same sex.

An employee can use one (1) day of entitled bereavement leave to attend the funeral/memorial service/celebration of life not in conjunction with the death.

17.03 Pregnancy and Parental Leave

Pregnancy leave of absence without pay and parental leave (which includes adoption leave) of absence without pay will be granted to an employee in accordance with the *Employment Standards Act* and amendments thereto. Seniority will accumulate during pregnancy leave.

17.04 Union Business

The Employer will, upon request of the employee, grant a leave of absence without pay to no more than two (2) employees at one time to attend Union functions, subject to the availability of replacement staffing. The cumulative number of days in total in one calendar year shall not exceed twenty (20) days (combined).

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

17.05 Union Leave

Upon application by the Union, in writing, the Employer shall grant leave of absence, without pay, to an employee elected or appointed to full-time union office, provided that such leave will not interfere with the efficient operation of the program. It is understood that no more than one (1) employee in the bargaining unit may be on such leave at the same time. Such leave shall be limited to one (1) occurrence for the period of up to one (1) calendar year from the date of appointment unless extended for a further specific period by agreement of the parties.

Seniority shall accumulate for employees during such leave on the basis of what their normal regular hours of work would have been. Service shall accumulate for employees during such leave to the maximum provided, if any, under the provisions of the collective agreement. It will become the responsibility of the employee for full payment of any applicable benefits in which the employee is participating in such leave of absence.

The employee shall notify the Employer of their intention to return to work at least four (4) weeks prior to the date of return. The employee shall be returned to their former duties on the same shift in the same department and at the appropriate rate of pay, subject to any changes which would have occurred had the employee not been on leave.

The Employer may fill the vacancy resulting from such leave on a temporary basis.

17.06 Quarantine/Isolation Pay

Employees who are absent from work due to illness shall receive sick pay in accordance with Article 20 (or in the case of part-time employees, percentage in lieu).

Employees who are absent from work due to a communicable disease and who are required

to quarantine or isolate due to (i) the Employer's policy, and/or (ii) operation of law and/or (iii) direction of public health officials, shall be entitled to salary continuation and seniority accumulation for the duration of the quarantine.

ARTICLE 18– PAYMENT OF WAGES AND ALLOWANCES

18.01 Paydays

The employer shall pay wages on a bi-weekly basis (every second Friday) in accordance with Schedule “A” attached hereto and forming part of this Agreement. If a paid holiday falls on a regular payday, the preceding day shall become the payday.

18.02 Pay Cheques During Vacation

An employee must give at least two (2) weeks notice prior to their regular payday in order to receive an advance on their vacation pay.

18.03 Mileage Allowance

The Employer will pay mileage allowance of sixty-seven (\$0.67) per kilometer when an employee is required to use their vehicle in the course of employment. The mileage allowance shall be increased in accordance with Riverside Health Care Inc. corporate policy. The Employer will advise the Bargaining Unit of any changes to this policy.

18.04 Vehicle Insurance

Community Service Management Program and Nelson House Program (transitional housing program) only, the Employer shall pay up to \$150.00 per year for the OPCF 6A rider (Permission to Carry Paying Passengers) upon submission of satisfactory proof of coverage and expense.

18.05 Crisis Response Calls

Effective April 1, 2024

The Employer agrees to pay an employee fifty dollars (\$50.00) for each call they are required to take.

ARTICLE 19 – HEALTH AND WELFARE

19.01 Health And Welfare

(The following provisions are applicable to Full-Time Employees only)

The Employer agrees to pay one hundred percent (100%) of the billed premium towards coverage of eligible employees in the active employ of the Employer under the Green Shields Semi-Private Plan.

The Employer agrees to contribute seventy-five percent (75%) of the billed premium towards coverage of eligible employees in the active employ of the Employer under the Green Shields

Extended Health Care Benefits Plan or comparable coverage with another carrier providing for fifteen dollars (\$15.00) single and twenty-five dollars (\$25.00) family deductible, providing the balance of monthly premiums is paid by the employee through payroll deductions.

Vision care maximum of four hundred fifty dollars (\$450), inclusive of laser eye surgery, every twenty-four (24) months in addition to eye examinations bi-annually and hearing aide acquisition every thirty-six (36) months.

Subject to superior conditions, services of a chiropractor and of a licensed or registered physiotherapist will be covered up to an annual maximum of \$450 for each service.

Subject to superior conditions, services of a licensed or registered massage therapist will be covered up to an annual maximum of \$450.

Subject to superior conditions, mental health services by a psychologist, registered psychotherapist or social worker (MSW) will be covered up to a maximum of \$800 annually.

The Employer agrees to contribute one hundred percent (100%) of the billed premiums towards coverage of eligible employees in the active employ of the Employer under the Hospitals of Ontario Group Life Insurance Plan.

The Employer agrees to contribute seventy-five percent (75%) of the billed premiums towards coverage of eligible employees in the active employ of the Employer under the Green Shields dental plan (same as Blue Cross #9 Dental Plan referred to within the Riverside Health Care Facilities / CUPE Collective Agreement)

Dental recall including preventive services every nine (9) months.

The Employer also agrees to contribute seventy-five percent (75%) of the billed premiums towards coverage Green Shields rider (same as Blue Cross rider #2 referred to within the Riverside Health Care Facilities / CUPE Collective Agreement) (complete and partial dentures) and 50/50 co-insurance to \$1,000 annual maximum and (Blue Cross rider #4) Green Shields (crowns, bridgework, implants and repairs to same) at 50/50 co-insurance to \$2,000 annual maximum and orthodontics 50/50 co-insurance with \$2,000 maximum per insured lifetime providing the balance of the monthly premiums are paid by the employee through payroll deduction.

The dental plan fee schedule for services for the dental plan benefits provided above shall be based on the current ODA fee schedule as it may be updated from time to time.

A copy of all current master policies of the benefits referred to in this Article shall be provided to the Union.

The Hospital shall establish a Health Care Spending Account of one hundred dollars (\$100.00) annually for full-time employees, in accordance with all of the applicable rules.

The Employer will increase the age limit for coverage under semi-private, extended health care, dental, and accidental death and dismemberment benefits for active employees from 65 to 80.

19.02 Pension

All present employees enrolled in the Hospital's pension plan shall maintain their enrolment in the plan subject to its terms and conditions. All new employees and employees not yet eligible for membership in the plan shall have the option to enroll in the plan when eligible in accordance with its terms and conditions. Employees who choose to opt out shall do so by signing a waiver.

Note: The parties agree to delete the LOU RE: RRSP/Pension Full-Time Employees. In the event HOOPP discontinues the parties agree that the Letter of Understanding will be reinstated.

ARTICLE 20 – SICK LEAVE, INJURY AND DISABILITY

20.01 Sick Leave Plan

The Employer will assume total responsibility for providing and funding a short-term sick leave plan as described in Part A of the Hospitals of Ontario Disability Income Plan (HOODIP) Brochure.

The Employer will pay seventy-five percent (75%) of the billed premium towards coverage of eligible employees under the long-term disability portion of the Plan (HOODIP or an equivalent plan as described in the Part B brochure), the employee paying the balance of the billed premium through payroll deduction. For the purpose of transfer to the short-term portion of the disability program, employees on the payroll as of the effective date of the transfer with three (3) months or more of service shall be deemed to have three (3) months of service. For the purpose of transfer to the long-term portion of the disability program, employees on the active payroll as of the effective date of the transfer with one (1) year or more service shall be deemed to have one (1) year of service.

The Employer further agrees to pay employees an amount equal to any loss of benefits under HOODIP for the first two (2) days of the fourth and subsequent period of absence in any calendar year.

Any dispute which may arise concerning an employee's entitlement to any benefits referred to in this Article, including HOODIP and equivalents, may be subject to the grievance and arbitration under the provisions of this Collective Agreement.

A copy of the current HOODIP plan text or, master policy, where applicable, shall be provided to the Union.

The Employer shall pay the full cost of any medical certificate required of an employee.

The short-term sick leave plan shall be registered with the Employment Insurance Commission (EIC). The employee's share of the employer's unemployment insurance premium reduction will be retained by the Employer towards offsetting the cost of the benefit improvements contained in this Agreement.

ARTICLE 21 – BENEFIT CARRIERS

21.01 Change in Carriers

It is understood that the Employer may at any time substitute another carrier for any plan (other than OHIP) provided the benefits conferred thereby are not in total decreased. Before making such a substitution, the Employer shall notify the Union to explain the proposed change and to ascertain the view of the employees. Upon a request by the Union, the Employer shall provide to the Union, full specifications of the benefit programs contracted for and in effect for employees covered herein.

ARTICLE 22 – PERCENTAGE IN LIEU OF BENEFITS

22.01 Percentage In Lieu of Benefits

The Employer will pay regular part-time and casual employees fourteen percent (14%) of their regular straight time hourly rate in lieu of all benefits (including, but not limited to, pension, health and welfare benefits and holiday pay) save and except vacation pay (Article 16) and save and except any other benefit or benefit contribution required by law.

ARTICLE 23 – JOB CLASSIFICATION AND RECLASSIFICATION

23.01 No Elimination of Present Classification Without Prior Consultation

The Employer agrees that there will be no elimination of a classification within the bargaining unit without prior notice to the Union of at least 30 days prior to the date of the planned elimination. Such notice shall explain the reason for the elimination of such classification. The Union may ask for a meeting to discuss the planned elimination which meeting if requested shall be held within the same thirty (30) day period.

23.02 Job Classification

When a new classification (which is covered by the terms of this Collective Agreement is established by the Hospital, the Hospital shall determine the rate of pay for such new classification and notify the Local Union of the same. If the Local Union challenges the rate, it shall have the right to request a meeting with the Hospital to endeavour to negotiate a mutually satisfactory rate. Such request will be made within ten (10) days after the receipt of notice from the Hospital of such new occupational classification and rate. Any change mutually agreed to resulting from such meeting shall be retroactive to the date that notice of the new rate was given by the Hospital. If the parties are unable to agree, the dispute concerning the new rate may be submitted to arbitration as provided in the Agreement within fifteen (15) days of such meeting. The decision of the Board of Arbitration (or Arbitrator as the case may be) shall be based on the relationship established by comparison with the rates for other classifications in the bargaining unit having regard to the requirements of such classification.

When the Hospital makes a substantial change in the job content of an existing classification which in reality causes such classification to become a new classification, the Hospital agrees to meet with the Union if requested to permit the Union to make representation with respect to the appropriate rate of pay.

If the matter is not resolved following the meeting with the Union the matter may be referred to arbitration as provided in the agreement within fifteen (15) days of such meeting. The decision of the Board of Arbitration (or Arbitrator as the case may be) shall be based on the relationship established by comparison with the rates for other classifications in the bargaining unit having regard to the requirements of such classifications.

The parties further agree that any change mutually agreed to or awarded as a result of arbitration shall be retroactive only to the date that the Union raised the issue with the Hospital.

Notwithstanding the foregoing, if as a result of compensable illness or injury covered by WSIB, an employee is unable to carry out the regular functions of their position, the Hospital may, subject to its operational requirements, establish a special classification and salary in an endeavour to provide the employee with an opportunity of continued employment. This provision shall not be construed as a guarantee that such special classification(s) will be made available or continued.

ARTICLE 24 – CONTRACTING OUT

24.01 Restrictions on Contracting Out

The Employer agrees that there will be no contracting out of any work or services currently performed by bargaining unit employees without notice to the Union of at least thirty (30) days prior to the date of the planned contracting out. The Union may ask for a meeting to discuss the planned contracting out which meeting, if requested, shall be held within the same thirty (30) day period.

ARTICLE 25 – WORKPLACE VIOLENCE

25.01 Respectful Workplace

- a) The Employer and the Union recognize their joint obligation to:
 - Provide and maintain a safe and healthy workplace;
 - Support and promote an environment that is free of disruptive workplace conflict and disrespectful behaviour, and;
 - Comply with all duties and responsibilities under the *Occupational Health and Safety Act* as may be amended from time to time.
- b) The Employer will inform the Union within three (3) working days of any employee who has been subjected to violence while performing ~~his/her~~ their work. Such information shall be submitted to the Union in writing as soon as possible.

ARTICLE 26 – WSIB

26.01 Continuation of Benefits

An Employee receiving payment for a compensable injury under Workers' Compensation shall be entitled to all benefits under this Collective Agreement. While on Workers' Compensation, the

Employer shall continue to pay their share of all premiums for Employee benefit plans based on one hundred (100) percent of earnings up to 18 months from date of injury.

26.02 Payment Pending Determination of WSIB Claims (Full-Time Employees)

An employee who is absent from work as a result of an illness or injury sustained at work and who has been awaiting approval of claim for WSIB benefits for a period longer than one complete pay period may apply to the Employer for payment equivalent to the lesser of the benefit they would receive from WSIB benefits if their claim was approved, or the benefit to which they would be entitled under the short term sick leave plan. Payment will be provided only if the employee provides evidence of disability satisfactory to the Employer and a written undertaking satisfactory to the Employer that any payments will be refunded to the Employer following final determination of the claim by the Workplace Safety & Insurance Board. If the claim for WSIB benefits is not approved, the monies paid as an advance will be applied towards the benefits to which the employee would be entitled under the short-term sick leave plan. Any payment under this provision will continue for a maximum of fifteen (15) weeks.

ARTICLE 27 - GENERAL

27.01 Job Descriptions

The Employer agrees, for informational purposes, to make available job descriptions for bargaining unit positions. However, the parties expressly agree that the job descriptions do not form part of this Collective Agreement.

27.02 Bulletin Boards and Union Bulletins

The employer shall provide a bulletin board at each program, which shall be placed so that all employees will have access to them and upon which the Union shall have the right to post notices of meeting and such other notices as may be of interest to the employees. Notices will be approved by the Employer prior to posting.

27.03 Copies of the Agreement

The parties shall, on a cost shared basis, prepare sufficient copies of the Agreement within thirty (30) days of signing the Agreement.

ARTICLE 28 – TERM OF AGREEMENT

28.01 Term of Agreement

This Agreement shall become effective April 1, 2024 and shall remain in full force and effect until March 31, 2026, and from year to year thereafter unless written notice of intention to terminate or amend this Agreement is given by either party to the other not more than ninety (90) days and not less than thirty (30) days before the 31st day of March in any year thereafter in which this Agreement continues to remain in effect.

28.02 Notice

In the event that such notice is given of a desire to amend the Agreement, negotiations shall begin within ninety (90) days following the delivery of notice or within any longer time which is mutually agreed upon.

28.03 Terms of Negotiation

All negotiations for amendments or renewal of this Agreement shall be in accordance with the terms of the current *Ontario Labour Relations Act* and any amendments thereto.

28.04 Retroactivity

All future changes in the new Agreement shall be adjusted retroactively unless otherwise specified herein.

An employee who has severed their employment between the termination date of this Agreement and the effective date of the new Agreement shall receive the full retroactivity of any increase in wages, salaries or other prerequisites.

The Schedule A will be retroactive to March 31, 2024 and all other compensation adjustments will be effective date of ratification.

IN WITNESS WHEREOF the parties hereto have executed this Agreement

on this 18th day of June, 2025.

LAVERENDRYE NON-PROFIT SUPPORTIVE HOUSING CORPORATION

CANADIAN UNION OF PUBLIC EMPLOYEES AND ITS LOCAL 65-12

Signed on behalf of

Signed on behalf of


K Woods (Jun 4, 2025 15:12 CDT)


J. J. Eschmink (Jun 17, 2025 16:23 CDT)


David Black (Jun 4, 2025 15:21 CDT)


Carolyn Vandetti (Jun 18, 2025 04:06 CDT)


Gwen Miller (Jun 11, 2025 14:31 CDT)

:RC/COPE491

SCHEDULE "A"

The following salary scale will be effective from April 1, 2024 until March 31, 2026.

April 1, 2023					
1%					
Classification	Step 1	Step 2	Step 3	Step 4	Step 5
Residential Program Worker	\$ 23.95	\$ 24.33	\$ 24.73	\$ 26.79	\$ 28.85
Transitional House Worker	\$ 24.85	\$ 26.08	\$ 27.29	\$ 28.52	\$ 29.74
Community Service Management Worker	\$ 25.50	\$ 26.73	\$ 27.94	\$ 29.17	\$ 30.39

April 1, 2024					
3%					
Classification	Step 1	Step 2	Step 3	Step 4	Step 5
Residential Program Worker	\$ 24.67	\$ 25.06	\$ 25.47	\$ 27.59	\$ 29.72
Transitional House Worker	\$ 25.60	\$ 26.86	\$ 28.11	\$ 29.38	\$ 30.63
Community Service Management Worker	\$ 26.27	\$ 27.53	\$ 28.78	\$ 30.05	\$ 31.30

April 1, 2025					
3%					
Classification	Step 1	Step 2	Step 3	Step 4	Step 5
Residential Program Worker	\$ 25.41	\$ 25.81	\$ 26.24	\$ 28.42	\$ 30.61
Transitional House Worker	\$ 26.36	\$ 27.67	\$ 28.95	\$ 30.26	\$ 31.55
Community Service Management Worker	\$ 27.05	\$ 28.36	\$ 29.64	\$ 30.95	\$ 32.24

LETTER OF UNDERSTANDING

Between

**RIVERSIDE HEALTH CARE FACILITIES INC.
LA VERENDRYE NON-PROFIT SUPPORTIVE HOUSING CORPORATION
(Hereinafter referred to as the “Employer”)**

And

**CANADIAN UNION OF PUBLIC EMPLOYEES
AND ITS LOCAL 65.12
(Hereinafter referred to as the “Union”)**

RE: Back to Home Program

The parties agree to following schedule, which only applies to members of the bargaining unit who are working in the Back to Home Program:

1. All full-time staff will work a 37.5 hour work week. Start times of shifts, days and hours scheduled may vary according to operational requirements.
2. Time required by the employer in excess of 37.5 hours per week, or in excess of a regularly scheduled 7.5 hour or 11.25 hour shift shall be paid at time one-half (1.5).
3. Staff scheduling and scheduled rotations will be in accordance with seniority and availability. Members of the bargaining unit shall be provided with adequate notice to prior to adjusting rotations.
4. Day shift hours start at 7 AM. Day shifts as part of a full-time rotation may involve 7.5 hour shifts or 11.25 hour shifts.
5. Evening shift hours start at 3 PM. Evening shifts as part of a full-time rotation may involve 7.5 hour shifts or 11.25 hours shifts.
6. Night shift hours start at 11 PM. Night shifts as part of a full-time rotation may involve 7.5 hour shifts or 11.25 hour shifts.
7. Full-time staff may be assigned – Day, Evening, or Night shifts, and may work 7.5 or 11.25 hours per shift. Staff may work multiple types of shift during a work week. The Employer shall provide appropriate rest periods between shifts in accordance with applicable legislation.
8. The work week shall start on Monday and conclude on Sunday.
9. Part-time shifts may be assigned as required to part-time, or casual staff. Shifts shall be a minimum of 3 hours in duration. However, the Employer shall endeavour to provide longer shifts where feasible.

- 10. This letter applies solely to members of the bargaining unit when working in the Back to Home Program at 209 Armit Avenue in Fort Frances.
- 11. This agreement will be in effect from the date of signing until December 31, 2022. Upon this conclusion of the agreement, the parties will have the opportunity to review. The Agreement may be renewed by mutual agreement of both parties.

Signed this 18th day of June, 2025

LAVERENDRYE NON-PROFIT SUPPORTIVE HOUSING CORPORATION

CANADIAN UNION OF PUBLIC EMPLOYEES AND ITS LOCAL 65-12

Signed on behalf of

Signed on behalf of

K Woods
KWoods (Jun 4, 2025 15:12 CDT)

D. Black
David Black (Jun 4, 2025 15:21 CDT)

Owen Miller
Owen Miller (Jun 11, 2025 14:31 CDT)

J. Esch
J. Esch (Jun 17, 2025 16:23 CDT)

Carolyn Vandetti
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:RC/COPE491

LETTER OF UNDERSTANDING

Between

**RIVERSIDE HEALTH CARE FACILITIES INC.
LA VERENDRYE NON-PROFIT SUPPORTIVE HOUSING CORPORATION**

and

**CANADIAN UNION OF PUBLIC EMPLOYEES
AND ITS LOCAL 65-12**

RE: COMMITMENT TO EQUITY, DIVERSITY AND INCLUSIVITY

The parties agree that working and caring conditions are at their best when the workplace environment is reflective of the communities they serve and work together to promote equity, diversity, and inclusion within the workplace.

The parties are committed to promoting a workplace of diversity, inclusion and where everyone feels valued. The parties are committed to a workplace that is inclusive of their diverse communities, including but not limited to Women, Racialized workers, workers with a disability, Black, Indigenous, People of Colour (BIPOC) workers, and Lesbian, Gay, Bisexual, Transgender, Queer and/or Questioning, Intersex, Asexual and/or Agender, Two-Spirited and the countless affirmative ways in which workers choose to self-identify (LGBTQIA2+).

The parties value the contributions of all staff in the workplace and recognize that discriminatory and oppressive acts can negatively impact staff. The parties are committed to making an equitable working environment that is inclusive for all.

To support this commitment, where a committee or other workplace forum does not already exist, the local parties will endeavour in the first year of the collective agreement to establish a committee or other workplace forum. The local parties will coordinate to integrate at least one (1) representative, and one (1) alternate, selected or appointed by the Union from amongst bargaining unit employees to join said committee. The committee will meet on a frequency as determined by the committee. The committee will discuss, research and implement strategies, initiatives, and training programs aimed at promoting equity, diversity, and inclusion in the workplace in effective and meaningful ways.

Where a committee or other workplace forum currently exists, at least one (1) representative, and one (1) alternate, from the bargaining unit will be integrated onto the committee or other workplace forum.

Signed this 18th day of June, 2025

LAVERENDRYE NON-PROFIT SUPPORTIVE HOUSING CORPORATION

CANADIAN UNION OF PUBLIC EMPLOYEES AND ITS LOCAL 65-12

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