

COLLECTIVE AGREEMENT

between

**North Renfrew
Long-Term Care Services Inc.**

and

**The Canadian Union of Public Employees
and its LOCAL 5271**



**For the period of:
January 1, 2024 – December 31, 2026**

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PREAMBLE

WHEREAS it is the desire of both parties to this agreement:

1. To maintain and improve the harmonious relations and settled conditions of employment between the Employer and the Union.
2. To recognize the mutual value of joint discussions and negotiations in all matters pertaining to working conditions, employment, services, etc.
3. To encourage efficiency in operation.
4. To promote the morale, well-being, and security of all the employees in the bargaining unit of the Union.
5. Both parties agree to act in a fair and reasonable manor.

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 PARTIES AGREE AS FOLLOWS:

ARTICLE 1 - MANAGEMENT RIGHTS

1.01 Management Rights

The Union recognizes that the Employer has the regular and customary right of management, except insofar as such rights are modified or limited by this agreement. The question of whether one of these rights is modified or limited by this agreement may be decided through the grievance and arbitration procedure.

The Union agrees that the regular and customary rights of management generally include the right:

- (a) To maintain order, discipline, and efficiency, and establish, revise from time to time, and enforce reasonable rules and regulations to be observed by the employees;
- (b) To hire, direct, transfer, classify, promote, demote, increase or decrease the working force; and
- (c) Discharge, suspend or discipline its employees with just cause.

1.02 No Discrimination

- (a) The parties agree to abide by the provisions of the *Ontario Human Rights Code*. For the purposes of information, the prohibited grounds of the Code are race, ancestry, and place of origin, colour, ethnic origin, citizenship, creed, sex, sexual orientation, gender identity, gender expression, age, record of offences, marital status, same-sex partnership status, family status, or disability.

- (b) The Employer and the Union agree that there shall be no discrimination, interference, restriction, or coercion exercised or practiced with respect to any employee by reason of membership or non-membership or activity or non-activity in the Union.

ARTICLE 2 - RECOGNITION

2.01 Bargaining Unit

All employees employed by North Renfrew Long-Term Care Inc. in the Town of Deep River ON save and except Supervisors and persons above the rank of Supervisor, RNs, Students, and office and clerical staff.

2.02 Work of the Bargaining Unit

Persons whose jobs are not in the bargaining unit shall not work on any jobs, which are included in the Bargaining Unit, except for the purposes of instruction, experimenting, in emergencies, or when bargaining unit employees are not available, and provided that the performance of the aforementioned operations, in itself, does not cause a reduction of hours of work or pay of any employee of the bargaining unit.

This clause is not, however, intended to restrict use by the Employer of volunteers or family members providing additional care for the residents, or volunteers involved in the provision of recreational and cultural services to the residents.

2.03 No Other Agreements

No employee shall be required or permitted to make any written or verbal agreement with the Employer or their representatives, which may conflict with the terms of this Collective Agreement.

No individual employee or group of employees shall undertake to represent the Union at meetings with the Employer without proper authorization from the Union.

2.04 No Contracting-Out

To provide job security for the members of the bargaining unit, the Employer will not contract out work usually performed by members of the bargaining unit if any contracting out of services results in a reduction of hours of work or pay of any employee of the bargaining unit.

2.05 Representatives of Canadian Union of Public Employees

The Union shall have the right at any time to have the assistance of representatives of the Canadian Union of Public Employees or any other advisors when dealing or negotiating with the Employer. Such representatives(s)/advisor(s) shall have access to the Employer's premises in order to deal with any matters arising out of this Collective Agreement.

2.06 Definition of Employee

- (a) A "full-time" employee shall be an employee who regularly works between seventy-five (75) and eighty (80) hours in a pay period on an ongoing basis, and who makes a commitment to be available on a pre-scheduled basis as required, and in respect of whom there is advance scheduling.

- (b) A "part-time" employee shall be an employee who regularly works not more than fifty-six (56) hours in a pay period, who makes a commitment to be available on a pre-scheduled basis as required, and in respect of whom there is advance scheduling.
- (c) A "casual" employee is an employee who is employed on a relief or replacement basis and does not form part of the scheduled master rotation. Casual employees shall only be pre-scheduled after the part-time availability is exhausted.
- (d) A "student" refers to employed persons who are excluded from the Bargaining Unit who are enrolled in a university, college or high school setting or have confirmed plans to do so within the calendar year, which includes:
 - i) Persons who are enrolled in an educational program for registered nurses or registered practical nurses;
 - ii) Persons who are hired on a seasonal or part-time basis in the dietary department, who are required to successfully complete a Food Handler training program;
 - iii) Persons who are hired on a seasonal basis to complete specified, time-limited or sporadic projects, and where the use of such persons does not reduce or replace any employee whose job is included in the bargaining unit.

ARTICLE 3 - NO STRIKES/NO LOCKOUTS

3.01 No Strikes and Lockouts

In view of the orderly procedures established by this agreement for the settling of disputes and the handling of grievances, the Union agrees that, during the life of this agreement, there will be no strike, and the Employer agrees that there will be no lockout, in accordance with Provincial Government Laws (including the *Hospital Labour Disputes Arbitration Act* (HLDA)) and Regulations.

ARTICLE 4 - HARASSMENT

4.01 Personal Harassment

Harassment means engaging in a course of vexatious comment or conduct that is known or ought reasonably to be known to be unwelcomed. Harassment can be either psychological or physical or it can be a combination of both. It is any behaviour, whether intentional or unintentional, which denies individuals their dignity and respect, is offensive, embarrassing, or humiliating to the individual, and adversely affects the working environment.

ARTICLE 5 - UNION SECURITY AND CHECK-OFF

5.01 Union Security

All employees of the Employer, shall, as a condition of continuing employment, become and remain members in good standing of the Union, according to the constitution and by-laws of the Union. As a condition of employment, all new employees shall become and remain members in good standing of the Union within thirty (30) days of employment. The Employer shall deduct from every employee any dues levied by the Union on its members.

5.02 Deductions

Deductions shall be made from the bi-weekly payroll and shall be forwarded to the National Secretary-Treasurer of the Canadian Union of Public Employees by no later than the 30th day of the month following, accompanied by a list of the names, addresses, and phone numbers of all employees from whose wage deductions have been made. This list will also include the names and addresses of the employees terminated during that month. A copy of this list shall also be forwarded to the secretary of the Local Union.

5.03 New Employees

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

The Employer agrees that a Local Union representative will be given the opportunity to interview each newly hired employee who is not a member of the Union once, during the employee's first week of employment, for the purpose of advising such employee of the existence of the Union and of their rights and obligations under the terms of this agreement. Such interview may take place on the Employer's premises at a time and location designated by the Employer for such interview and shall not exceed fifteen (15) minutes duration.

5.04 T4 Slips

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

ARTICLE 6 - CORRESPONDENCE

6.01 Correspondence

All correspondence between the parties arising out of this agreement or incidental thereto shall pass to and from the Administrator or their designate and the Secretary of the Union with a copy sent to the Local President and National Representative of the Union.

A paper copy shall be provided to the Local and emailed copy to the President.

ARTICLE 7 - UNION - MANAGEMENT RELATIONS

7.01 (a) Representation

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

(b) Union Officers and Committee Members

Union officers and committee members shall be entitled to leave their work during working hours in order to reasonably carry out their functions under this agreement, including, but not limited to the investigation and processing of grievances, attendance at meetings with the Employer, and participation in negotiations. Permission to leave work during working hours for such purposes shall first be obtained from the immediate supervisor. Such permission shall not be unreasonably withheld. All time spent in performing such union duties, including work performed on various committees, shall be considered as time worked.

7.02 Bargaining Committee

A Bargaining Committee shall be appointed and consist of not more than four (4) members of the Employer, as appointees of the Employer, and not more than four (4) members of the Union, as appointees of the Union. The Union will advise the Employer in writing of the Union nominees to the Bargaining Committee. Members shall be entitled to leave their work during working hours in order to carry out their functions under this agreement including but not limited to attendance at meetings with the Employer and participation in negotiations. Permission to leave work during working hours for such purposes shall first be obtained from the immediate Supervisor. Such permission shall not be unreasonably withheld. All time spent in performing the above shall be considered as time worked. The Bargaining Committee shall have the right to attend negotiation meetings held within the employees' working hours without loss of remuneration.

7.03 Labour Management Committee

A Labour Management Committee shall be established and shall consist of not more than two (2) members of the Union and two (2) management representatives.

The Labour Management Committee shall not have jurisdiction to consider matters that are properly subject of a grievance, wages, or negotiation for the amendment or renewal of this agreement.

The committee shall meet on a quarterly basis on a mutually agreeable date and time if there is an agenda.

An employer and union representative shall be designated as joint chairpersons and shall alternate in presiding over meetings.

The committee does not have the power to bind either the Union or its members or the Employer to any decisions or conclusions reached in their discussions. The committee shall have the power to make recommendations to the Union and the Employer with respect to the discussions and conclusions.

Minutes of each meeting of the committee shall be prepared and signed by the joint chairpersons as promptly as possible after the close of the meeting and distributed to all members of the committee.

7.04 Joint Health and Safety Committee

The parties agree to abide by the *Occupational Health and Safety Act* and its regulations. The Employer and the Union agree that they mutually desire to maintain standards of safety and health in the workplace in order to prevent injury and illness.

ARTICLE 8 - GRIEVANCE PROCEDURE

8.01 Recognition of Union Stewards

In order to provide an orderly and speedy procedure for the settling of grievances, the Employer acknowledges the rights and duties of the Union Stewards. The Steward may assist any employee, whom the Steward represents, in preparing and processing their grievance in accordance with the grievance procedure.

8.02 Names of Stewards

The Union shall notify the Employer in writing of the name of each Steward and the department(s) they represent before the Employer shall be required to recognize them.

8.03 Any Grievor or Union Steward, who is in the employ of the Employer, shall have the right to attend grievance meeting(s) with the Employer within working hours. Such attendance shall be without loss of regular remuneration, and in the case of part-time employees, shall not result in a rescheduling of hours.

8.04 Definition of Grievance

A grievance shall be defined as any difference arising from out of the interpretation, application, administration, or alleged violation of the Collective Agreement, including any question as to whether a matter is arbitrable, or when an allegation is made that this agreement has been violated.

8.05 Settling of Grievance

The parties to this agreement share a desire to adjust employee complaints as quickly as possible.

Step 1

The employee(s) concerned shall attempt to settle the complaint with their immediate supervisor within ten (10) calendar days of the date upon which the employee(s) first became aware, or should have become aware, of the facts giving rise to the complaint. An employee must inform the supervisor that the employee is raising a complaint under the grievance procedure. The employee may be accompanied by a representative of the Union when the complaint is being discussed with the supervisor.

It is agreed that an employee shall not file a grievance until they have first discussed their complaint with their supervisor.

Step 2

Failing satisfactory settlement being reached in the complaint stage, the employee(s) concerned, together with their steward shall, within seven (7) calendar days, submit the grievance to the Administrator. The Administrator or their designate shall meet with the employee(s) and their representative(s) within ten (10) calendar days of receipt of the grievance and shall render a decision in writing within ten (10) calendar days after their meeting.

Step 3

Failing settlement being reached in Step 2, the Union may refer the dispute to Arbitration.

8.06 Mediation

By mutual consent, the parties may agree to use the services of a Mediator. The parties agree to share the costs of the mediation.

8.07 Policy Grievance

Where a dispute involving a question of general application or interpretation occurs, or where a group of employees or the Union has a grievance, Step 1 of this Article may be by-passed.

8.08 Union May Institute Grievance

The Union and its representatives shall have the right to originate a grievance on behalf of an employee, or group of employees, and to seek adjustment with the Employer in the manner provided in the Grievance Procedure. Such a grievance shall commence at Step 2 within ten (10) calendar days of the date upon which the employee(s) first became aware, or should have become aware, of the facts giving rise to the complaint.

8.09 Deviation from Grievance Procedure

After a grievance has been initiated by the Union, the Employer's representative shall not enter into discussion or negotiation with respect to the grievance, either directly or indirectly, with the aggrieved employees, without the consent of the Union.

8.10 Replies in Writing

Replies to grievances stating reasons shall be in writing at all stages. A paper copy shall be provided to the Local and an emailed copy to the president.

8.11 Meeting Rooms for Grievances

In order to facilitate an orderly and confidential investigation of grievances, the Employer shall supply the necessary facilities for the grievance meetings.

8.12 Referral to Arbitration

If arbitration of any grievance is to be invoked, the request shall be made by either party within thirty (30) working days after the dates of the reply at Step 2.

8.13 Definition of Working Days

"Working day" as used in the Grievance and Arbitration Procedure shall mean a day other than Saturday, Sunday, or a recognized holiday.

ARTICLE 9 - ARBITRATION

9.01 Referral to Arbitration

It is agreed by the parties hereto that any difference of opinion relating to the interpretation,

application, or administration of this agreement that cannot be settled after exhausting the Grievance Procedure shall be settled by Arbitration. A Notice of Intent to Arbitrate shall be forwarded to the other party within the time limits set out in Article 8.12. Such notice shall contain the name of the Union's nominee to the arbitration board.

Within five (5) working days from the receipt of the Notice of Intent to Arbitrate, the other party must in turn name their nominees. A third person to act as chairman shall be appointed by the respective nominee. Should either party fail to name their nominee within five (5) working days, or should the nominees fail to appoint a chairman within ten (10) working days from the date of their appointment, either party or their nominee shall request the Office of Arbitration, Ontario Ministry of Labour, to make the appropriate appointment.

9.02 Payment for Board of Arbitration

Each of the parties hereto shall bear the expense of the Arbitrator appointed by it, and the parties hereto shall jointly bear equally the expense of the third party, and any cost of the place of hearing of such arbitration, if and when the necessity arises.

9.03 Powers of the Board

It is agreed and understood that the Arbitration Board shall have no authority to alter, modify, or annul any part of this agreement. However, the Arbitration Board shall have authority to substitute such other penalty for the discharge or discipline as the Arbitration Board deems just and reasonable in all circumstances.

9.04 Decision of the Board

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. If there is no majority decision, the decision of the Chairman will govern.

9.05 Time Limits

The time limits mentioned in this Article and in the preceding Article may be extended by mutual agreement of the parties.

9.06 Single Arbitrator

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. The appointment and jurisdiction of the Arbitrator shall conform to the provisions of this Article. Each party shall pay one-half (½) of the fees and expenses of the Arbitrator and any costs of the place of hearing of such arbitration if and when the necessity arises.

ARTICLE 10 - DISCHARGE, SUSPENSION, AND DISCIPLINE

10.01 Adverse Report

The Employer shall notify an employee in writing of any expression of dissatisfaction concerning their work within ten (10) working days of the event of the complaint, with copies to the Union. This notice shall include particulars of the work performance, which led to such

dissatisfaction. If this procedure is not followed, such expression of dissatisfaction shall not become part of their record for use against them in regard to discharge, discipline, promotion, demotion, or other related matters. This Article shall be applicable to any complaint or accusation, which may be detrimental to an employee's advancement or standing with the Employer whether or not it relates to their work. The employee's reply to such complaint, accusation, or expression of dissatisfaction shall become part of their record.

10.02 Clearing the File

The record of an employee shall not be used against them at any time after eighteen (18) months following a suspension or disciplinary action, including letters of reprimand or any adverse reports.

10.03 Discipline Notices

When the Employer or a representative of the Employer deems it necessary to censure an employee in a manner indicating that dismissal may follow any repetition of the act complained of, or omission referred to, or that dismissal may follow if such employee fails to bring their work up to a required standard, the Employer shall, within five (5) days of the Employer's decision to impose disciplinary action, give written particulars of such censure to the employee involved, with a copy the steward/executive member in attendance at the meeting. The copy shall be presented to the employee in the presence of her steward in accordance with Article 10.09.

10.04 Discharge Procedure

When an employee is discharged or suspended, the employee and the Union shall be advised promptly in writing by the Employer as to the reason for such discharge or suspension.

10.05 May Omit Grievance Steps

An employee considered by the Union to be wrongfully or unjustly discharged or suspended shall be entitled to a hearing under Article 7, Grievance Procedure. Steps 1 and 2 of the Grievance Procedure shall be omitted in such cases.

10.06 Unjust Suspension or Discharge

Should it be found upon investigation that an employee has been unjustly suspended or discharged, such employee shall be immediately reinstated in their former position without loss of seniority. The employee shall be compensated for all time lost in an amount equal to their normal earnings. Payment will be processed for the next pay period following reinstatement, or by any other arrangement that is just and equitable in the opinion of the parties.

10.07 Access to Personnel File

An employee shall have the right to access their personnel file subject to the following:

- Three (3) business days' notice, or such shorter period, as can be accommodated by the administrative office, and not more than twice per year or during the Grievance Procedure. During the Grievance Procedure, the employee can request that the Union representative assist them with their file.

- The appointment shall be made for a time outside of the employee and union representative's shift.
- Copies of the above mentioned may be taken, if not previously received by the employee, at the employee's expense consistent with the Employer's rate of photocopying.

10.08 Right to Have Steward Present

When the Employer deems it necessary to discipline or discharge an employee, the employee shall be advised of their right to have a Union representative present. The Employer may suspend the employee with pay, pending a meeting, in an emergency. The unavailability of a Union representative, steward, or executive member may not delay the meeting for more than forty-eight (48) hours.

10.09 Employer Investigations

- (a) When the Employer is conducting a workplace investigation, the Employee(s) who are the primary subject of the investigation will be entitled to have Union representation during the investigation. Witnesses or individuals who are not the primary subject of the investigation will be expected to meet with the Employer without Union representation.
- (b) When the Employer interviews an Employee and suspects that the results of the interview may be disciplinary, the Employer shall notify the Employee of their right to have Union representation at the interview.
- (c) The member being investigated shall have the choice of their executive member to represent them in the investigation meeting. However, if said representative is not readily available, another executive member may be asked to participate by the employee.
- (d) Any member of CUPE Local 5271 that sits in on an employer investigation will be required to ensure that anything learned during the investigation remains confidential.
- (e) All parties would be expected to follow the Employer's protocols for conducting the investigation.
- (f) Due to the mandatory requirements of the Ministry of Health and Long-Term Care, where no Union executive member is readily available, another CUPE member may participate.

ARTICLE 11 - SENIORITY

11.01 Seniority Defined

- (a) Seniority for full-time employees is defined as the length of service with the Employer in the bargaining unit. An employee who has completed their probationary period shall have their name placed on the seniority list with seniority effective as of the last date of hire.
- (b) Part-time and casual employees' seniority will be based on the number of hours paid and on paid leave of absence. Part-time and casual employees will have equivalent of one (1) years' service for each 1950 hours paid. No employee shall accumulate more than one (1) year of seniority in any twelve (12) month period.
- (c) Seniority shall operate on a bargaining unit wide basis.

11.02 Seniority List

The Employer shall maintain one seniority list for all employees calculated in hours. An up-to-date seniority list shall be sent to the Union, shared electronically with members, and posted on the Union bulletin board in January, May, and September of each year. An employee's name shall not be placed on the Seniority List until they have completed their probationary period as outlined in Article 11.03. For promotions and layoffs, the seniority list will be updated to the end of the pay period prior to the date the job was posted, or the notice of layoff was given.

All seniority, vacation, and other credits obtained under this agreement shall be retained and transferred with the employee when reclassified.

11.03 Length of Probation

Newly hired employees shall be considered on a probationary period for a period of four hundred and fifty (450) hours from the date of hiring.

During the probationary period, employees shall be entitled to all rights and privileges of this agreement, except with respect to discharge. This probationary period may be extended through mutual agreement by the Employer and the Union. The maximum extension of the period would be one (1) additional probationary period. The employment of such employees may be terminated at any time during the probationary period without recourse to the grievance procedure. After completion of the probationary period, seniority shall be effective from the original date of employment

11.04 Loss of Seniority

An employee shall only lose their seniority, and be deemed terminated in the event that:

- (a) they are discharged for just cause and is not reinstated;
- (b) they resign;
- (c) they are absent from work in excess of three (3) scheduled shifts without sufficient cause or without notifying the Employer;
- (d) they fail to return to work within seven (7) calendar days following a lay-off and after being notified by registered mail to do so, unless through sickness or other just cause. It shall be the responsibility of the employee to keep the Employer informed of their current address; and
- (e) they are laid off in excess of twenty-four (24) months.

11.05 Transfers and Seniority Outside Bargaining Unit

No employee shall be transferred to a position outside the bargaining unit without her written consent. An Employee who is transferred or promoted to a position outside the bargaining unit shall not accumulate seniority. In the event the employee is returned by the Employer to a position in the bargaining unit within twelve (12) months, they shall be credited with the seniority held at the time of transfer and/or promotion and resume accumulation from the date of their return to the bargaining unit. An employee not returned to the bargaining unit within twelve (12) months shall forfeit bargaining unit seniority.

In the event an employee transferred out of the bargaining unit is returned to the bargaining unit within a period of six (6) calendar months, they shall accumulate seniority during the period of time outside the bargaining unit.

- 11.06** If an employee transfers from part-time to full-time, the following method shall be used to calculate their seniority from one group to another for purposes of establishing anniversary date: 1950 hours PAID equals one (1) year.
- 11.07** If an employee transfers from full-time to part-time, the following method shall be used to calculate their seniority from one group to another for purposes of establishing an anniversary date: one (1) year equals 1950 hours PAID.

ARTICLE 12 - PROMOTIONS AND STAFF CHANGES

12.01 (a) Job Postings

When a vacancy occurs, and is one which the Employer wishes to fill, or a new position is created within the bargaining unit, the Employer shall post the position within ten (10) calendar days of the vacancy or position creation on the bulletin board for a period of ten (10) calendar days so that all members will know the position and be able to make written application. Such postings shall also be shared electronically with members.

(b) 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. The Employer will endeavour to distribute shifts as equally as possible.

(c) Temporary Job Postings

Depending on operational requirements, a vacancy which occurs for more than six (6) weeks will be posted stating that the position is limited and shall indicate the estimated duration of the temporary job. In any event, the temporary job shall not exceed twelve (12) months. Upon termination of the temporary 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, 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 until the end of their temporary position. Time period may be extended if parties mutually agree,

(d) Successful Applicant

The successful applicant for a permanent full-time vacancy will fill the vacancy within fourteen (14) calendar days from the date the employee was awarded the vacancy unless there are circumstances beyond the reasonable control of the Employer.

The successful applicant for a temporary full-time vacancy will fill the vacancy within fourteen (14) calendar days from the date the employee was awarded the vacancy unless there are circumstances beyond the reasonable control of the Employer.

12.02 Information in Posting

The job posting notice shall contain the following information: Occupation, status qualifications, required knowledge and education, skills, wage rate range, location, and shifts.

12.03 No Outside Advertising

No outside advertising for additional employees shall be made until present employees have had a full opportunity to apply as provided in Article 12.01, save and except casual positions.

12.04 Recognition of Seniority

Both parties recognize the principle of seniority for promotion within the service of the Employer and that job opportunity should increase in proportion to length of service.

12.05 Methods of Making Appointment

- (a) In making staff changes, transfers, or promotions to the position of RPN, Team Leader, or Recreation Leader, which has been posted, appointment shall be made of the applicant having the required qualifications, ability, and job knowledge, but where two or more applicants have the required qualification, ability, and job knowledge and are relatively equal, the appointment shall be given to the applicant who has the greatest seniority.
- (b) In making staff changes, transfers, or promotions for all positions not referred to in (a) above, appointment shall be made of the senior applicant able to meet the normal requirements of the job.
- (c) Appointments from within the bargaining unit shall be made within three (3) weeks of posting.

12.06 Trial Period

The successful applicant shall be placed on trial for a period of fifteen (15) shifts. Conditional on satisfactory service, such trial promotion shall become permanent after the period of fifteen (15) shifts. The trial period may be extended with mutual agreement. In the event the successful applicant proves unsatisfactory in the position during the aforementioned trial period, or if the employee finds they are unable to perform the duties of the new job classification, she shall be returned to their former position and salary without loss of seniority and wage or salary. 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 and wage or salary. Any unsuccessful applicants for the original posting will then be considered in accordance with Article 12.05. If there are no unsuccessful applicants, then the position would be reposted.

12.07 Union Notification

The Union shall be notified of all appointments, hirings, layoffs, recalls, and terminations of employment.

Notices of such appointments shall also be posted.

12.08 Postings while on Vacation or Leave

When an employee will be absent on vacation, and/or a leave of absence, the employee may advise their supervisor, in writing, and no more than seven (7) days prior to beginning the vacation, that they wish to be considered for any potential job posting which might arise during their vacation. The written notice must specify the job or position for which the employee wishes to be considered. If such a job or position then arises during the employee's vacation, the written notice will be considered an application. The written notice is only valid during the vacation period immediately following its delivery to the supervisor.

12.09 New Classification

When a new classification within the bargaining unit is established by the Employer, the Employer shall determine the rate of pay for such new classification. Once the rate is determined, and then within seven (7) days, the Employer shall advise the Union of the rate.

If the Union disagrees with the rate, it shall have the right to request a meeting with the Employer. At such meeting, the parties will review the rate, the Employer's rationale for establishing the rate, and the reasons the Union disagrees with the rate. If the parties reach agreement, the agreement is effective as of the date on which the Employer gave the Union notice of the new rate.

When the Employer makes a substantial change in the job content of an existing classification which, in reality, causes such classification to become a new classification, the Employer 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 parties are unable to reach an agreement, either party may refer the dispute to arbitration, as provided in this Agreement, provided the referral is made within fifteen (15) days of the meeting.

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

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

12.10 Secondary Casual Position

The parties agree that a part-time employee is eligible to hold one (1) casual position in addition to their part-time position, at any given time providing the employee meets the normal requirements of the job.

The priority to shift commitment shall be to the part-time position.

ARTICLE 13 – LAY-OFFS AND RECALLS

13.01 Layoffs and Rehiring Procedure

Both parties recognize that job security should increase in proportion to length and quality of service. Therefore, in the event of a lay-off, employees shall be laid off in accordance with

Article 11 - Seniority. Employees shall be recalled in the order of their seniority, providing they are qualified to do the work.

13.02 Lay-off is defined as a reduction in the workforce or a long-term reduction of hours.

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

13.03 Notice of Lay-Off

In the event of a proposed lay-off of a temporary and/or permanent and/or long-term nature of thirteen (13) calendar weeks or more, the Employer will:

- (a) Provide the Union with at least three (3) months' notice prior to its implementation. This notice is not in addition to required notice for individual employees.
- (b) Provide affected employees with at least two (2) months' written notice prior to its implementation.
- (c) Meet with the Union through the Labour Management Committee to review the reasons and expected duration of the lay-off, any realignment of service or staff and its effect on employees in the bargaining unit.

Any agreement between the Employer and the Union resulting from the above process concerning the method, timing, and implementation will take precedence over other terms of lay-off and related provisions in this Collective Agreement.

13.04 Lay-Off Procedure

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

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

time bargaining unit employee shall then be allowed to displace a part-time Bargaining Unit employee with less seniority provided that the employee is qualified for and can perform duties without training other than orientation.

- 13.05** (a) An employee shall have opportunity of recall from a lay-off to an available opening, in order of seniority, provided she has the ability for and can perform the duties without training other than orientation, and provided such opening is first posted under the job posting procedure, and has not been filled.
- (b) No new employees shall be hired until all those laid off have been given an opportunity to return to work and have failed to do so, in accordance with the loss of seniority provision, or have been found unable to perform the work available.
- (c) It is the responsibility of the employee who has been laid off to notify the Employer of his/her intention to return to work within seven (7) calendar days after being notified to do so by registered mail (which notification shall be deemed to have been received on the second date of mailing) and return to work within seven (7) calendar days after being notified. The notification shall state the job to which the employee is eligible to be recalled and the date and time at which the employee shall report for work.
- (d) Employees on lay-off or notice of lay-off shall be given preference for temporary vacancies, which are expected to exceed twenty (20) days of work. An employee who has been recalled to such temporary vacancy shall not be required to accept such recall and may instead remain on lay-off. This provision supersedes the job posting provision.

ARTICLE 14 - HOURS OF WORK

14.01 Normal Hours of Work

(a) Full-Time Hours

- (i) Housekeeping, Dietary, Maintenance, Adult Day Program, Recreation Lead, Registered Practical Nurses in RAI and Personal Support Workers:

The normal hours of work for full-time employees in these departments shall be seven and one-half (7 ½) hours per day, exclusive of an uninterrupted unpaid thirty (30) minute meal break. Mealtimes shall be allocated by management within each eight (8) hour period.

- (ii) Personal Support Workers working 2300-0700 hours in the Long-Term Care Centre:

The normal hours of work for full-time employees working this shift when there are no other PSWs in the building shall be eight (8) hours, inclusive of the thirty (30) minute meal break paid at their regular hourly rate.

- (iii) Long-Term Care Recreational Service:

The normal hours of work for full-time employees working in this position shall be seven and one-half (7 ½) or eight (8) hours per day, exclusive of an uninterrupted unpaid thirty (30) minute meal break. Mealtimes shall be allocated by

management within each shift.

(iv) Registered Practical Nurse Team Leader:

The normal hours of work for full-time employees for this scheduled shift shall be eight (8) hours per day, inclusive of a thirty (30) minute meal break paid at their regular hourly rate. Mealtimes shall be allocated by management within each eight (8) hour period.

(b) Part-Time

- (i) The normal hours of work for part-time employees, exclusive of unpaid meal breaks shall be no more than fifty-six (56) hours per pay period.
- (ii) Part-time employees who are scheduled to work a shift of six (6) hours or more shall be entitled to an uninterrupted unpaid thirty (30) minute meal break.
- (iii) Part-time employees are guaranteed to be pre-scheduled thirty-seven and one half (37.5), or more, in a two week pay period unless otherwise agreed upon by the parties.

(c) Camp Day

Notwithstanding Article 15.01 and 14.01 (a) and (b), employees assigned to work a Camp Day will be paid their regular hourly rate for all hours worked, inclusive of the meal break. The Employer will provide the employee, who is required to work a Camp Day, advance notice of this requirement prior to the posting of the schedule which the Camp Day.

In no instance will an employee be required to work more than five (5) consecutive days without receiving their day off, unless otherwise mutually agreed. Nothing in this Article shall be construed as a guarantee of hours per day, or days per week.

All hours shall be distributed by seniority.

14.02 Days Off

Days off shall be planned in such a way as to equally distribute free weekends.

- (a) A full-time employee shall receive one weekend off in every two-week period, which shall include Saturday and Sunday.
- (b) A part-time employee shall receive one weekend off in every three-week period, which shall include Saturday and Sunday.

14.03 Working Schedule

- (a) The hours of work/work schedule for a period of six (6) weeks of each employee shall be posted in an appropriate place at least two (2) weeks in advance. The schedule will be posted in ink and will not be changed without the consent of the employee involved. The Union shall receive a copy of said schedules on request.
- (b) While it is recognized that evening and night shifts must be continued, the Employer undertakes that no employee shall be scheduled to work a split shift.

- (c) Respite workers may be required to work a split shift, but at no time will the total hours for the day be less than three (3) hours, and at no time shall an employee be required to spend less than one (1) hour with a client

14.04 Rest Period

All employees who are scheduled to work a shift of four (4) hours or more shall be permitted a rest period of fifteen (15) consecutive minutes in an area made available by the Employer. All employees who are scheduled to work a shift of eight (8) hours or more shall be permitted a second rest period of fifteen (15) consecutive minutes during the second half of the shift.

14.05 Reporting Pay

Employees who report for any scheduled shift will be guaranteed at least three (3) hours of work, or if no work is available, will be paid at least three (3) hours except when work is not available due to conditions beyond the control of the Employer. The reporting pay shall not apply whenever an employee has received prior notice not to report for work.

14.06 Shift Exchanges

Staff will be permitted to switch shifts with other staff provided that the pre-approval form from the supervisor or designate is obtained in advance and that the following conditions are met:

- (a) The staff are within the same job description;
- (b) The shifts are within the same pay periods;
- (c) Overtime rate will not be paid for any shift that is voluntarily switched;
- (d) The shifts that are being switched are considered equal for the purpose of scheduling;
- (e) Within a pay period once a shift is switched, it may not be switched again by either employee involved in the switch;
- (f) Within a pay period an employee will be permitted to switch five (5) of their shifts.
- (g) All switch shifts must be recorded on the shift switch form and be submitted to the supervisor or designate for approval at least five (5) calendar days prior to the shift concerned where possible;
- (h) A switched shift will count for both staff who agree to the switch.

14.07 Time Off Between Shifts

Employees are to be allowed a minimum off twelve (12) hours off between the ending of one scheduled shift and the commencing of the other scheduled shift.

14.08 Seniority for Shift Preference

The Employer shall determine the shifts to be worked. When two (2) vacancies occur for two (2) different shifts, and where there are two (2) successful applicants, the employee with the most seniority shall be given shift preference.

14.09 Standard/Daylight Savings Time

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.

14.10 Casual Employees Availability

- a) Casual employees, including a secondary casual employee who have been offered and declined work, and/or do not maintain their availability to the department manager, resulting in failure to work for a period of two (2) consecutive months except in the case of an approved leave, included but not limited to sick or maternity leave, may be terminated.
- b) Casual employees are required to submit availability for work for the peak period of June 1st to September 10th inclusive of a minimum of one (1) weekend and three (3) additional shifts.
- c) Casual employees are required to submit availability to work a minimum of one (1) shift for the period of December 15th to January 2nd.
- d) Article 14.01 b) and c) do not apply to secondary casual employees.

ARTICLE 15 - OVERTIME

15.01 Overtime Defined

All time worked in excess of seventy-five (75) hours every two (2) weeks (the pay period) or on a holiday shall be considered overtime.

15.02 Overtime Rates

Overtime rates shall apply for work as follows:

- (a) **On a regular workday:**
Time and one-half (1.5x).
- (b) **On a holiday:**
Time and one-half (1.5x) in addition to holiday pay.

15.03 Distribution of Overtime

Overtime shall be assigned as equitably as possible among the employees who are qualified and willing to perform the available work.

15.04 Minimum Call-back Time

After leaving the workplace or upon completion of their shift, an employee who is called back for a shift that commences less than eight (8) hours from the end of the previous shift shall be paid at time and one-half (1½) their regular rate of pay for actual hours worked with a minimum of three (3) hours of such pay.

If an employee is called in immediately prior to the commencement of their regular shift, they shall be paid at the overtime rate of time and one-half (1½) of the actual hours worked until the commencement of the shift.

Employees who work in the maintenance department will, in addition, be paid for their mileage when called back to work after having left the workplace.

15.05 No Duplicating or Pyramiding of Overtime

Overtime premiums will not be duplicated nor pyramided, nor shall the same hours worked be counted as part of the normal workweek or as hours worked for which the overtime premium is paid.

15.06 Meal Allowance

An employee required to work more than four (4) hours of overtime shall be provided with a meal or an allowance of seven dollars (\$7.00) when dietary is closed and no meal is provided.

ARTICLE 16 - HOLIDAYS

16.01 The following Holiday Pay provisions apply to all employees:

The Employer recognizes the following as paid holidays:

New Year's Day	Canada Day (July 1st)
Family Day	Civic Holiday
Labour Day	Good Friday
Thanksgiving Day	Christmas Day
Victoria Day	Boxing Day

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.

16.02 Holiday Qualifications

In order to be entitled to receive payment for these holidays, employees must work their scheduled working day immediately preceding or the working day succeeding the holiday unless on a leave of absence or absence due to illness.

16.03 Payment for Holidays

An employee who is required to work on any of the above-named holidays will receive pay at the rate of time and one-half (1½) the employee's regular hourly rate for every hour worked on such day, in addition to public holiday pay.

16.04 Holidays for Days Off

When any of the above holidays fall on an employee's scheduled day off, the employee shall receive another day off with pay during the pay period in which the holiday falls, or mutual agreement, a day's pay in lieu thereof.

16.05 Christmas or New Year's Off

The holiday schedule shall provide that every employee shall have at least Christmas Day or New Year's Day off. Subject to operational requirements, an employee who works Christmas or New Year's one year, shall work the opposite the next year.

An employee who wishes to work Christmas Day and New Year's Day must provide notice of their availability to work Christmas Day and New Year's Day no later than October 1st. If there is an available shift on both Christmas Day and New Year's Day, the employee may be scheduled for both.

For vacation falling between December 15th and January 3rd, requests must be made no later than three (3) weeks prior to the schedule being posted for this period. Vacation requests shall be limited to three (3) days during this period provided that the operational needs of the Centre are met. Approval of vacation shall be in accordance with Article 17.04.

ARTICLE 17 - VACATIONS

17.01 Length of Vacation

Employees shall receive an annual vacation with pay in accordance with credited service prior to the commencement of the vacation period as follows:

(a) Full-time

Less than one (1) year of service	10/12 working days for each month worked at 4% of total earnings
One (1) year of service	10 working days
Three (3) years of service	15 working days
Eight (8) years of service	20 working days
Thirteen (13) years of service	25 working days
Eighteen (18) years of service	30 working days

(b) Part-time

Less than one (1) year of service	4% of total earnings
One (1) year of service	4% of total earnings
Three (3) years of service	6% of total earnings
Eight (8) years of service	8% of total earnings
Thirteen (13) years of service	10% of total earnings
Eighteen (18) years of service	12% of total earnings

17.02 Holidays During Vacation

If a paid holiday falls or is observed during an employee's vacation period, they shall be granted an additional day's vacation with pay for each holiday, in addition to their regular vacation time.

17.03 Vacation Pay on Termination

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

17.04 Preference in Vacations

Vacations shall be granted first on the basis of seniority.

17.05 Vacation Schedules

Deadlines for submitting vacation requests shall be as follows:

For vacations falling in June, July and August, vacation requests must be made no later than March 30th. The vacation schedule for this period shall be posted no later than May 30th. Vacation schedules shall not be changed unless mutually agreed to by the employee and the Employer.

17.06 Unbroken Vacation Period

An employee shall be entitled to receive their vacation in an unbroken period unless otherwise mutually agreed upon between the employee concerned and the Employer, subject to operational requirements.

17.07 Illness During Vacation

- (a) Sick leave may be substituted for vacation where it can be established to the satisfaction of the Employer by the employee that an illness or accident occurred while on vacation.
- (b) It is understood that the Employer will reschedule vacation for an employee whose vacation would be interrupted by a serious illness occurring immediately prior to the scheduled vacation.

ARTICLE 18 - SICK LEAVE PROVISIONS

18.01 Sick Leave Defined

Sick leave means the period of time an employee is permitted to be absent from work with full pay by virtue of being sick or disabled, or because of an accident for which compensation is not payable under the *Workers' Compensation Act*.

18.02 Amount of Sick Leave

Full-time employees shall earn on the basis on one (1) day for every month of service to a maximum for twelve (12) days per calendar year.

18.03 Proof of Illness

Following three (3) consecutive days of illness, an employee may be required to provide a doctor's certificate, certifying that the employee was unable to carry out their duties due to illness. Also, the Employer may require such certificate for an absence of less than three (3) days where the employee has been legitimately warned of excessive absenteeism or where

such a certificate is reasonable in the circumstances. If there is a cost to the employee for the medical certificate, it will be paid for by the Employer.

18.04 Sick Leave Record

Any employee is to be advised on application, of the amount of sick leave accrued to their credit.

18.05 Accumulation and Use of Sick Leave

The unused portion of an employee's sick leave shall accrue for their future benefit up to a maximum of fifty (50) days.

18.06 Notification to Employer

An employee who is unable to report for duty on their scheduled shift shall notify the Employer of this fact with as much notice as possible, being not less than two (2) hours before the start of their scheduled shift, provided that this requirement shall be waived by the Employer where the employee was unable to give such notice due to circumstances beyond their control.

18.07 Medical Care Leave

Employees may be allowed to use accumulated sick leave credits in order to engage in personal preventative medical health and dental care. Permission will not be unreasonably withheld provided adequate notice is given in advance.

18.08 Injury Pay Provisions

An employee who is injured during working hours and is required to leave for treatment or is sent home for such injury shall receive payment for the remainder of the shift at their regular rate of pay without deduction for sick leave unless a doctor or registered nurse states that the employee is fit for further work on that shift.

18.09 Sick Leave Use

An employee may choose to utilize their sick time to:

- (a) attend to an illness, injury, or medical emergency relating to an employee's spouse, or child, or aging parent; or
- (b) if an employee is required to self-isolate on the direction of the Employer, Public Health and/or a treating physician.

ARTICLE 19 - LEAVE OF ABSENCE

Union Leave:

19.01 General Leave

The Employer may grant leave of absence without pay and without loss of seniority to any employee requesting such leave of absence for valid personal reasons. Such request must be in writing and approved by the Employer. Employees on approved leave of absence

should not engage in any gainful employment without permission of the Employer. Such leave is not to be unreasonably denied.

19.02 Leave for Union Business

Representatives of the Union shall not suffer any loss of pay when required to leave their employment temporarily in order to carry on discussions or negotiations with the Employer, provided that employees shall be required to obtain the permission of the Employer before leaving their employment.

19.03 Leave for Union Function

Upon notification to the Employer, an employee elected or appointed to represent the Union at Union functions shall be allowed a leave of absence with pay and benefits and without loss of seniority. The Union shall reimburse the Employer for receipt of such pay and benefits.

19.04 Leave of Absence for Full-Time Union or Public Duties

An employee who is elected or selected for a full-time position with the Union or anybody with which the Union is affiliated, or who is elected to public office, shall be granted leave of absence without pay and without loss of seniority.

19.05 Bereavement Leave

- (a) In the event of death of an employee's spouse (including same sex or common-law spouse and fiancée), child, or parent, the employee shall be entitled to leave of absence without loss of pay for five (5) days.
- (b) In the event of death of an employee's sister, brother, mother-in-law, father-in-law, son-in-law, daughter-in-law, grandparent, or grandchild, the employee shall be entitled to leave of absence without loss of pay for three (3) days.
- (c) In the event of death of an employee's aunt, brother-in-law, sister-in-law, uncle, former or legal guardian, niece, or nephew, or any other second degree relative, the employee shall be entitled to leave of absence without loss of pay for one (1) day.
- (d) Where the burial occurs at a locale in excess of 350 kilometres, such leave shall include reasonable travelling time, the latter not to exceed two (2) days with pay.
- (e) Additional days without pay may be granted. The employee shall be paid for scheduled hours during the leave, which they otherwise would have worked. The employee will be allowed to save one (1) day to attend the memorial service.

19.06 Compassionate Leave or Family Leave

Leave without pay shall be granted up to a maximum of five (5) days off per calendar year and without loss of seniority for serious illness in the immediate family or other serious family emergencies.

19.07 Jury or Court Witness Duty

The Employer shall grant leave of absence without loss of seniority to an employee who serves as a juror or subpoenaed witness in any court. The Employer shall pay such an employee the difference between their normal earnings and the payment they receive for jury

service or court witness duty, excluding payment for travelling, meals, or other expenses, up to a maximum of thirty (30) days per trial. The employee will present proof of service, and the amount of pay received.

Time spent by an employee required to serve as a court witness for the Employer and at the request of the Employer, in a matter arising out of their employment shall be considered as time worked and shall be paid at the appropriate rate of pay.

19.08 Pregnancy and Parental Leave

Pregnancy and parental leaves shall be granted in accordance with the *Employment Standards Act, 2000*.

19.09 Part-time Paid Personal Leave

Parttime employees shall be entitled to a maximum of two (2) paid shifts per calendar year to be used for one of the following purposes:

- (a) their personal illness or injury; or
- (b) attend to an illness, injury, or medical emergency relating to an employee's spouse, or child or aging parent; or
- (c) if an employee is required to self-isolated on the direction of the Employer, Public Health and/or a treating physician.

ARTICLE 20 - PAYMENT OF WAGES AND ALLOWANCES

20.01 (a) Shift Premium

The Employer agrees to pay a shift premium of seventy-five cents (\$0.75) per hour to employees for each hour worked between the hours of 19:00 hours and 07:00 hours. Effective June 9th, 2025.

(b) Weekend Premium

Effective June 1st, 2025, employees shall be paid a Weekend Premium of an additional one dollar (\$1.00) for all hours worked between Friday at 23:00 hours and Sunday at 23:00 hours. This premium shall be in addition to the regular Shift Premium.

20.02 Pay Days

The Employer agrees that wages will be paid bi-weekly on every second Friday (12:01 am).

On each payday each employee shall be provided with an itemized statement of their wages, overtime, and other supplementary pay and deductions. The employee's hourly rate is to be placed on the cheque stub.

20.03 Equal Pay for Equal Work

The principle of equal pay for equal work shall apply, regardless of gender.

20.04 Pay During Temporary Transfers

When an employee temporarily relieves in or performs the principal duties of a higher paying position, they shall receive the rate for the job. When an employee is temporarily assigned to a lower paying position than their own, their rate shall not be reduced.

20.05 Responsibility for Work Outside of the Bargaining Unit

When the Employer temporarily assigns an employee to carry out the responsibilities of a salaried employee outside of the bargaining unit for a period in excess of ½ shift, the employee shall receive an allowance of seven dollars and fifty cents (\$7.50) for each shift from the time of the assignment.

20.06 Payment for In-Service and Meetings

The Employer agrees to pay employees who are required by the Employer to attend Employer scheduled mandatory in-service live sessions or meetings at the workplace at their straight time hourly rate for all hours in attendance at such sessions. Such payment shall not be subject to the overtime provisions of the Collective Agreement. An employee who attends in-service online sessions outside of their work hours shall not be paid for their time.

20.07 Safety Boots

The Employer shall pay the cost of safety boots, to a maximum of one hundred and fifty dollars (\$150) per calendar year, for employees who work in the maintenance department.

20.08 Preceptor Premium

A preceptor is an experienced PSW or RPN who provides guidance to a student PSW or RPN and who has successfully completed the Preceptor Resource and Education Program in Long-Term Care of Ontario Centres for Learning, Research & Innovation in Long-Term Care. Cost associated with the Education and training shall be paid for by the employer. No employee shall be required to become a preceptor.

Preceptors support student PSWs or RPNs by sharing their knowledge and skills and modelling professional practice. A preceptor's responsibilities include:

- a) Taking the time to understand the student PSW or RPN's current level of competence.
- b) Providing the student PSW and RPN will support and resources.
- c) Creating a safe learning environment.
- d) Supervising the student PSW or RPN's care and ensure safe practices.
- e) Evaluating the student PSW or RPN's proficiency level in the clinical setting.
- f) Communicating with the Director of Care to discuss the student PSW or RPN's performance.

A PSN or RPN performing these preceptorship duties will be paid a preceptor premium of \$2.00 per hour for all hours that the PSW or RPN performs these preceptorship duties as assigned by the Director of Care.

ARTICLE 21 - EMPLOYEE BENEFITS

21.01 Master Policy

Upon request the Union shall be provided with a current copy of the Master policy of all insured benefits.

21.02 Change of Carriers

It is understood that the Employer may at any time substitute another carrier for any plan, provided the benefits remain the same. Before making such a substitution, the Employer shall notify the Union to explain the proposed change and to ascertain the views of the employees. Upon request by the Union, the Employer shall provide to the Union full specification of the Benefit Programs contracted for and in effect for employees covered herein.

21.03 Life Insurance and Accidental Death & Dismemberment (AD & D)

The Employer agrees to pay one hundred percent (100%) of the billed premiums for each full-time employee who has completed their probationary period for the Insurance Plan. The Employer shall provide all employees with a Life Insurance and Accidental Death and Dismemberment (AD & D) policy coverage equal to two (2x) times an employee's annual earnings for the most recently completed calendar year up to a maximum of \$150,000.

21.04 Extended Health Care Benefits

- (a) The co-payments for drugs and for smoking cessation medication will be 15% employee/85% Employer split.
- (b) Professional services of physiotherapist, psychologist, osteopath, podiatrist/chiropracist, naturopath, registered massage therapist, speech therapist, and athletic therapist to a maximum of \$500 per person per year.
- (c) Vision Care: three hundred and fifty dollars (\$350.00) every 24 months for prescription eyeglasses or contact lenses or three hundred and fifty dollars (\$350.00) every 24 months for medically necessary contact lenses provided they are dispensed by an Optometrist, an Optician, or an Ophthalmologist, plus one eye exam every 24 months up to one hundred and fifty dollars (\$150.00).
- (d) Hearing aids, including repairs, to a maximum of five hundred dollars (\$500.00) per person per five (5) benefit years.
- (e) Orthotics and orthopaedic devices: custom foot orthotics, prosthetic appliances, and durable medical equipment as well as replacement, repairs, fitting and adjustments of such devices, up to a maximum of \$300 per calendar year.

21.05 Dental Benefits

The Employer will provide all full-time employees who have completed their probationary period with a Dental Plan. The premiums for dental coverage will be split 25% employee and 75% Employer.

21.06 The Employer shall continue to pay its portion of premiums for insured benefit plans, provided employees continue to pay their portion, as follows:

- (a) While on paid leave of absence or Family Medical Leave.
- (b) While on pregnancy and parental leave as required by the *Employment Standards Act, 2000*.
- (c) While receiving WSIB for injury while in the employ of the Employer for up to twelve (12) months from the date of the injury.
- (d) While absent due to illness.

21.07 Health and Welfare – Premium In Lieu

Part-time employees shall receive seven percent (7%) of their regular rate of pay per hour worked above their regular rates of pay as set out in Appendix "A" hereto attached in lieu of all forms of health and welfare and fringe benefits.

21.08 The Employer provides and Employee Assistance Program to employees covered under this Collective Agreement.

21.09 Employer Responsibility

The Employer's responsibility under this section is limited to the payment of premiums to purchase the insurance for the benefits described in the Employer's Green Shield Canada Benefits Plan. The Employer has no liability for the failure or refusal of the insurance carrier to honour an individual employee's claim or to pay benefits, and no such action on the part of the insurance carrier will constitute a breach of this agreement by the Employer. Accordingly, no dispute arising under or related to this section will be subject to the grievance and arbitration procedures, except where the Employer has failed to pay the premiums required to purchase the insurance coverage or where the insurance coverage purchased is not in accordance with the Employer's Green Shield Canada Benefits Plan.

ARTICLE 22 – NURSING HOMES AND RELATED INDUSTRIES PENSION PLAN

22.01 The current RRSP program will be replaced with the Nursing Homes and Related Industries Pension Plan ("Plan") per below:

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

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

"Applicable Wages" is defined as all remuneration payable to an Eligible Employee, except severance or termination pay paid as a lump sum, employment insurance top ups and maternity or parental leaves top ups, regardless of whether the Eligible Employee performed work during the period in question.

"Eligible Employee" is defined as all employees in the bargaining unit who are not prohibited from contributing to the Plan by legislation or the Plan rules because of their age or because they are in receipt of a pension from the Plan.

- b) Each Eligible Employee covered by this Collective Agreement shall contribute from

each pay period an amount equal to one and one-half percent (1.5%) of Applicable Wages to the Plan. The employer shall contribute on behalf of each Eligible Employee for each pay period, an amount equal to one and one-half percent (1.5%) of Applicable Wages to Plan.

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

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

The Employer shall contribute on behalf of all employees who would be Eligible Employees but for their age or their receipt of a pension from the Plan one percent (1%) of applicable wages to a fund of the employee's choice.

- c) The employee and Employer contributions shall be remitted to the Plan within thirty (30) days after the end of the calendar month in which the pay periods ends for which the contributions are attributable.
- d) The Union acknowledges and agrees that other than making its contributions to the Plan as set out in this Article, the Employer shall not be obligated to contribute 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 of the Plan but is required to contribute only that amount as required by the collective agreement in force between the parties.

It is understood and agreed by the Employer and the Union that should the current pension legislation or regulations be changed so that the Employer's obligation to contribute to the Plan exceeds the amount specified in the collective agreement then in force, the parties will meet directly to finalize methods to relieve the Employer of this increased obligation to the extent that any such obligations 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 contributions and pension benefits.

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

For further specificity, the items required for each Eligible Employee by .05 above of the agreement are:

- i. To be Provided Once Only at Plan Commencement
 - Date of hire
 - Date of birth
 - Date of first contribution

- Seniority lists include hours from date of hire to Employer's fund entry date (for purposes of calculating past service credit)

ii. To be Provided with Each Remittance

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

iii. To be Provided Once and if Status Changes

- Full address as provided to the Employer
- Termination date where applicable (MM/DD/YY)
- 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.

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

ARTICLE 23 - GENERAL CONDITIONS

23.01 Proper Conditions

- (a) In accordance with the *Occupational Health and Safety Act*, as amended from time to time, clean and adequate rooms shall be provided for employees to have their meals and change their clothes.
- (b) Lockers or storage space shall be provided for employees to leave their clothing or belongings in during working hours.

23.02 Bulletin Board

The Employer shall provide reasonable bulletin board space to the Union as the officially authorized site for the posting of official Union notices and meetings and such other notices

that may be of interest of the employees. All notices shall be vetted past the Employer for approval. Such approval shall not be unreasonably withheld.

23.03 Copies of Agreement

The Union and the Employer desire every employee to be familiar with the provisions of this agreement and their rights and duties under it. It is agreed that the Union will prepare the Collective Agreement for signing within sixty (60) days of receiving the arbitration award or written notice of ratification and shall subsequently arrange to print sufficient copies within thirty (30) calendar days from the date it receives the signed copy of the Collective Agreement. The Union and the Employer shall share the cost of printing equally.

23.04 Plural or Feminine Terms May Apply

Whenever the singular or masculine is used in this Agreement, it shall be considered as if the plural or feminine has been used where the context of the party or parties hereto so requires.

23.05 Surveillance Cameras

- (a) Surveillance cameras and related equipment may be installed by the Employer to protect critical areas of the Employer's premises from theft, and/or to enhance the personal safety of members of the North Renfrew Long Term Care community.
- (b) Surveillance cameras and related equipment shall not be used in employee occupied areas during normal working hours without the knowledge of the employees in the area and of CUPE Local 5271.
- (c) The Employers shall not use surveillance cameras to monitor the work of employees.
- (d) No information obtained through the use of surveillance cameras may be used against employees unless the information constituted evidence of misconduct.

23.06 Influenza Vaccine

The parties agree that influenza vaccinations are beneficial for residents/clients and employees. Employees will be annually vaccinated against the 'flu' prior to the 'flu' season.

If an employee refuses to take the vaccine, they will be reassigned, unless reassignment is not practical, in which case they will be placed on unpaid leave until such time as the employee provides proof of vaccination to the Employer or the 'flu' season has passed. If an employee is placed on unpaid leave, they can use vacation credits in order to keep their pay whole.

If an employee refuses to take the vaccine because it is medically contra-indicated, and where a medical certificate is provided to this effect, they will be reassigned during the outbreak period, unless reassignment is not possible, in which case the employee will be placed on and unpaid leave and can use their vacation credits in order to keep their pay whole.

This clause shall be interpreted in a manner consistent with the *Ontario Human Rights Code*.

ARTICLE 24 - RETROACTIVITY

24.01 Increases to the salary schedule shall be retroactive to January 1, 2024. Where employees either have left the employ of the Employer and/or have entered into the employ of the Employer between January 1, 2024, to December 31, 2026, they shall be entitled to the pro-rated amount of such payments.

The Employer will endeavour to provide all retroactivity within sixty (60) days of the Interest Arbitration Award and/or receiving written notice of ratification. If the retro is not paid within seventy-five (75) days, then thereafter interest will be paid.

All retroactivity will be paid to employees on a separate cheque or itemized on an employee's regular cheque.

All former employees shall be sent notice by the Employer at their last known address and will have thirty (30) calendar days from the date notice is sent to claim retroactive payments. The Union shall receive a copy of all notices sent to former employees.

ARTICLE 25 - TERM OF AGREEMENT

25.01 Effective Date

The term of this Agreement shall be from January 1, 2024, to December 31, 2026, and shall continue from year to year upon the expiration of that term unless either party gives to the other party notice in writing between the period of sixty (60) days and ninety (90) days prior to the expiration date in each year that it desires its termination or amendment.

25.02 Changes in Agreement

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

Signed in Deep River, Ontario this 25th day of June 2025.

FOR THE EMPLOYER

Helen Caltman

FOR THE UNION

[Signature]

Andy Sale

SCHEDULE "A" – WAGES

CUPE Local 5271 - WAGES

Position		Probation - 95%	Rate - 100%
RPN			
Expiry			\$32.38
Effective January 1, 2024	3.50%	\$31.84	\$33.51
Effective January 1, 2025	3.50%	\$32.95	\$34.69
Effective January 1, 2026	3.50%	\$34.11	\$35.90
Recreational Leader			
Expiry			\$32.38
Effective January 1, 2024	3.50%	\$31.84	\$33.51
Effective January 1, 2025	3.50%	\$32.95	\$34.69
Effective January 1, 2026	3.50%	\$34.11	\$35.90
Maintenance Worker			
Expiry			\$24.44
Effective January 1, 2024	3.50%	\$24.03	\$25.30
Effective January 1, 2025	3.50%	\$24.87	\$26.18
Effective January 1, 2026	3.50%	\$25.74	\$27.10
PSW/LTC Comm In House			
Expiry			\$21.32
PSW Wage Enhancement (\$3.00/hr)			\$24.32
Effective January 1, 2024	3.50%	\$23.91	\$25.17
Effective January 1, 2025	3.50%	\$24.75	\$26.05
Effective January 1, 2026	3.50%	\$25.62	\$26.96
PSW Flex Comm			
Expiry			\$21.32
PSW Wage Enhancement (\$3.00/hr)			\$24.32
Effective January 1, 2024	3.50%	\$23.91	\$25.17
Effective January 1, 2025	3.50%	\$24.75	\$26.05
Effective January 1, 2026	3.50%	\$25.62	\$26.96
LTC Rec/ADS Worker			
Expiry			\$21.32
Effective January 1, 2024	3.50%	\$20.96	\$22.07
Effective January 1, 2025	3.50%	\$21.70	\$22.84
Effective January 1, 2026	3.50%	\$22.46	\$23.64

Residents Aide			
Expiry			\$18.66
Effective January 1, 2024	3.50%	\$18.35	\$19.31
Effective January 1, 2025	3.50%	\$18.99	\$19.99
Effective January 1, 2026	3.50%	\$19.65	\$20.69
Dietary/Housekeeping - No FSW Grandfathered-In			
Expiry			\$20.27
Effective January 1, 2024	3.50%	\$19.93	\$20.98
Effective January 1, 2025	3.50%	\$20.63	\$21.71
Effective January 1, 2026	3.50%	\$21.35	\$22.47
Dietary/Housekeeping - Taking FSW			
Expiry			\$17.69
Effective January 1, 2024	3.50%	\$17.39	\$18.31
Effective January 1, 2025	3.50%	\$18.00	\$18.95
Effective January 1, 2026	3.50%	\$18.63	\$19.61
Dietary/Housekeeping - FSW or F&NM			
Expiry			\$20.87
Effective January 1, 2024	3.50%	\$20.52	\$21.60
Effective January 1, 2025	3.50%	\$21.24	\$22.36
Effective January 1, 2026	3.50%	\$21.98	\$23.14
Cook			
Expiry			\$21.38
Effective January 1, 2024	3.50%	\$21.02	\$22.13
Effective January 1, 2025	3.50%	\$21.76	\$22.90
Effective June 9, 2025			\$25.40
Effective January 1, 2026	3.50%	\$24.98	\$26.29

****Red Seal or Institutional Cooks will continue to receive \$2.50/hour "top up" above their probationary and post probationary rates when working a Cook Shift. Effective June 9th, 2025, this was added to the grid.**

LETTER OF UNDERSTANDING

BETWEEN

NORTH RENFREW LONG TERM CARE SERVICES INC.

AND

**CANADIAN UNION OF PUBLIC EMPLOYEES
AND ITS LOCAL 5271**

RE: CASUAL EMPLOYEES' OBLIGATIONS DURING PEAK PERIOD STAFFING

1. The Parties agree that "Peak Period Staffing" is defined as the following periods:
 - a. June 1 to September 10
 - b. December 15 to January 2.
2. During "Peak Period Staffing", Casual employees can be scheduled to work every weekend during the peak period defined in 1 above.
3. The parties agree that this L.O.U. will have a trial period from January 1, 2019, to December 31, 2020.
4. The parties agree that either party may terminate this agreement by providing a minimum of 60 days' notice of the intention to terminate, in writing, to either the Administrator or the President of CUPE Local 5271.
5. The Parties agree that "Peak Period Staffing" does not apply to part-time employees with a secondary casual position.

Signed in Deep River, Ontario this 25th day of June 2025.

FOR THE EMPLOYER

Helen Calkman

FOR THE UNION

D. J. ...

Andy Male

LETTER OF UNDERSTANDING

BETWEEN

NORTH RENFREW LONG TERM CARE SERVICES INC.

AND

**CANADIAN UNION OF PUBLIC EMPLOYEES
AND ITS LOCAL 5271**

RE: Standby

The Union and Management agree to initiate a standby provision for the 24-hour flexible in home community program as follows:

- (a) Standby pay shall be defined as premium received by an employee as a result of the employee being available on a standby basis outside of the employee's scheduled working hours.
- (b) Subject to operational requirements and at the discretion of the Employer, standby responsibilities may be assigned to Bargaining Unit PSW employees working on this program.
- (c) During the standby period, when called in, the employee shall report to work within forty-five (45) minutes.
- (d) For each hour an employee is assigned to standby responsibilities, he/she shall be paid two dollars and fifty cents (\$2.50) per hour when not receiving regular wages plus top-up. (PSW Wage Enhancement)
- (e) Only work performed on North Renfrew Long Term Care premises or where the work is normally done shall be considered as work for pay purposes.
- (f) Standby assignment shall be shared as equitably as possible among Bargaining Unit members.
- (g) There shall be no premium beyond the normal standby pay for standby responsibilities on a statutory holiday, and no pyramiding of premiums.

This letter of understanding will for part of and be appended to the CUPE 5271 Collective Agreement.

Signed in Deep River, Ontario this 25th day of June 2025.

FOR THE EMPLOYER

Helen Gilman

FOR THE UNION

[Handwritten Signature]

[Handwritten Signature]

LETTER OF UNDERSTANDING

BETWEEN

NORTH RENFREW LONG TERM CARE SERVICES INC.

AND

**CANADIAN UNION OF PUBLIC EMPLOYEES
AND ITS LOCAL 5271**

RE: Joint Job Evaluation for Pay Equity Purposes

The Employer and the Union agree to jointly maintain pay equity in accordance with the deemed approved Pay Equity Plan and Ontario's *Pay Equity Act* using an agreed-upon gender-neutral job evaluation plan. The parties further agree to:

1. Establish a Joint Pay Equity Committee (JPEC), comprised of equal members of Union and Employer representatives, for the purpose of evaluating positions covered by this agreement and maintaining pay and benefit practices which redress systemic gender discrimination in compensation.
2. Meet within one-hundred and eighty (180) days of signing this agreement to establish the Joint Pay Equity Committee and jointly develop a Terms of Reference document that outlines the procedure for the gender-neutral job evaluation program used for pay equity purposes only.

Signed in Deep River, Ontario this 25th day of June 2025.

FOR THE EMPLOYER

Helen Cielman

FOR THE UNION

[Signature]

Andy Male
