
COLLECTIVE AGREEMENT

between

SOUTHBRIDGE
(O/A HILLSIDE MANOR)

and

CANADIAN UNION OF PUBLIC EMPLOYEES
and its **LOCAL 4654**

January 1, 2025 – December 31, 2026

SOUTHBRIDGE[®]
CARE HOMES

CUPE / *Canadian Union
of Public Employees*

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ARTICLE 1 - PURPOSE

- 1.01** The purpose of this Agreement is to provide an orderly collective bargaining relationship between the Employer and the Union with respect to the bargaining unit as defined herein, to secure and promote the prompt disposition of grievances and the efficient operation of the Employer's business. It is now desirable that methods of bargaining and all matters pertaining to the working conditions of the employees be drawn up in a Collective Agreement.

ARTICLE 2 - MANAGEMENT RIGHTS

- 2.01** The Union acknowledges it is the exclusive function of the Employer to:
- (a) maintain order, discipline and efficiency;
 - (b) hire, classify, transfer, promote, demote and lay off employees and also to suspend, discipline or discharge employees for just cause, provided that a claim by an employee who has acquired seniority that they have been discharged or disciplined without just cause may be the subject of a grievance and dealt with as hereinafter provided.
- 2.02** The Union further recognizes the right of the Employer to operate and manage the Nursing Home in all respects in accordance with its commitments and its obligations and responsibilities. The right to decide on the number of employees needed by the Employer at any time, the right to use modern methods, machinery and equipment, and jurisdiction over all operations, building and equipment at the Nursing Home are solely and exclusively the responsibilities of the Employer. The Employer also has the right to make and alter from time-to-time rules and regulations to be observed by the employees. The Employer agrees that any such rules shall not conflict with the provisions of this Agreement.
- 2.03** Without limiting the generality of the foregoing provisions, it is expressly understood and agreed that a breach of any of the rules or of any of the provisions of this Agreement shall be conclusively deemed to be sufficient cause for discharge or discipline of an employee, provided that nothing herein contained shall prevent an employee from going through the grievance procedure to determine whether or not such breach took place.

ARTICLE 3 - RECOGNITION AND NEGOTIATIONS

- 3.01** The Employer recognizes the Canadian Union of Public Employees and its Local 4654 as the sole and exclusive collective bargaining agent for all of its employees at Southbridge operating as Hillside Manor, RR #5, Stratford, Ontario, save and except Director, persons above the rank of Director, clerical staff, registered and graduate nurses, and hereby agrees to negotiate with the Union, or any of its authorized committees, concerning all matters affecting the relationship between the parties

aiming towards a peaceful and amicable settlement on any differences that may arise between them.

- 3.02** 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 President or designate.

- 3.03** Both the Employer and the Union agree that there will be no discrimination, coercion or intimidation practiced or threatened against the individual employee by the virtue of their membership or non-membership in the Union, or by the exercise or non-exercise of their rights and/or responsibilities as Union representatives under this Agreement. The Employer and the Union further agree that all employees will be protected against discrimination respecting their human and employment rights in all matters prohibited under the *Ontario Human Rights Code*. The parties acknowledge and agree to adhere to the *Ontario Human Rights Code*, the *Employment Standards Act* as amended from time to time, the *Ontario Labour Relations Act*, and the *Occupational Health and Safety Act*, as amended from time to time.

- 3.04** It is agreed that the Union and the employees will not engage in Union activities except as provided in this Agreement during working hours or hold meetings at any time on the premises of the Employer without the permission of the Executive Director or designate, such permission will not be unreasonably withheld.

ARTICLE 4 - NO STRIKES OR LOCKOUTS

- 4.01** The parties hereto agree to abide with the Labour Relations Act of Ontario as amended from time to time.

ARTICLE 5 - UNION SECURITY

- 5.01** All future employees shall become and remain members of the Union according to its constitution and bylaws within thirty (30) calendar days of employment.

- 5.02** The Employer shall deduct from every employee any dues, initiation fees, or assessments levied by the Union on its members.

Deductions shall be forwarded electronically to the National Secretary-Treasurer of the Union not later than the 15th day of the following month for which the dues were levied. The electronic payment shall be accompanied by a list of names, addresses, classifications, new hires, terminations and hours of work, from whom deductions have been made. A copy of this list shall be forwarded by the Employer to the Local Union Treasurer of the Canadian Union of Public Employees.

The Union dues deducted will be included on the employees T-4 slips.

- 5.03** The Union agrees to indemnify and save the Employer harmless against any claim or liability arising out of or resulting from the operation of this Article.
- 5.04** A new employee will have the opportunity to meet with a representative of the Union in the employ of the Nursing Home for a period up to fifteen (15) minutes during the employee's orientation period without loss of regular earnings. The purpose of the meeting will be to acquaint the employee with such representative of the Union and the Collective Agreement. The Union shall provide a copy of the most recent Collective Agreement to the new employee prior to this meeting.
- 5.05** All correspondence between the parties arising out of this Agreement or incidental thereto, shall pass to and from the administration of the Nursing Home and the Secretary of the Union and a copy to the National Representative.
- 5.06** On a monthly basis, the Employer will provide to the Recording Secretary of the Union a listing of the names, telephone number, addresses and classification of employees in the bargaining unit.

ARTICLE 6 - UNION REPRESENTATION

- 6.01** The Employer agrees to recognize a bargaining committee of not more than three (3) persons plus the President from the bargaining unit. The Union will advise the Employer of the Union appointees to the committee. For the purpose of Central Bargaining, a committee of no more than two members from each Local Union committee, selected by the Union, will be in attendance and recognized at the Central Bargaining table.
- 6.02** The Employer agrees to meet with the bargaining committee to negotiate the amendments to or renewal of this Agreement and such related matters which properly arise from time to time. The Employer agrees that no member of the bargaining committee who is an employee of the Employer will lose wages while negotiating with the Employer, up to and including conciliation.
- 6.03** The Union shall have the right at any time to have the assistance of representatives of the Canadian Union of Public Employees when dealing or negotiating with the Employer. Such representatives shall have access to the Employer's premises upon request from the Executive Director or designate, in order to investigate and assist in the settlement of a grievance.
- 6.04** The Union and the Employer acknowledge and agree that Union Stewards have regular duties to perform in connection with their employment; all such activities will be carried out outside regular working hours unless otherwise mutually agreed upon. There shall be no Union activity on the Employer's time or on Employer's premises except that which is necessary for the processing of grievances and the administration and enforcement of this Agreement. The Union committee and the Employer will meet

at times mutually agreed upon should either feel there is business for their consideration. Such meetings will be arranged as promptly as possible upon the request of either party.

6.05 The Union will advise the Home in writing of the names of employees who act as Union representatives in any capacity. It is understood that the Home will not recognize employees as Union representatives until such notice has been received in writing. The Home will advise the Union of supervisory personnel as changes occur.

6.06 An employee shall have the right to have their Steward present at any discussion with supervisory personnel which the employee believes might be the basis of disciplinary action. A supervisor may also request that a Union Steward be present if a meeting with an employee and the Supervisor results in any form of discipline. Where a Supervisor intends to interview an employee for disciplinary purposes, the Supervisor shall so notify the employee in advance of the purpose of the interview in order that the employee may contact their Steward to be present at the interview.

The employee shall be provided a copy of the disciplinary notification and shall have the right to request a copy of the disciplinary notification be provided to the Union. Disciplinary action shall be taken within a reasonable period of time from the date of the occurrence giving rise to the disciplinary action.

ARTICLE 7 - VACANCIES AND JOB POSTING

7.01 When a permanent full-time or part-time position is created or occurs, or when a temporary full-time or part-time position is created or occurs (in excess of thirty (30) days, within the bargaining unit and if the Employer wishes to fill it, it shall be posted for seven (7) calendar days in order to give employees an opportunity to apply for the position. Where possible, the Employer will post the position seven (7) days before the vacancy. A copy of the posting shall be provided to the Recording Secretary.

7.02 Such notice shall contain the following information:

Nature of position, qualifications, required knowledge, education, skills, hours of work and wages. Such qualifications and requirements shall be those necessary to perform the job function.

7.03 Both parties recognize transfers or promotions. Appointment shall be made of the application with the greatest seniority and having the required qualifications in accordance with Article 12.01. Appointments from within the bargaining unit shall be made within thirty (30) days of posting. The job shall be awarded within one (1) week of the posting end date.

7.04 The Employer agrees to post the name of the successful applicant to the job vacancy or new job.

7.05 The employee who is successful in bidding for a limited temporary job posting is ineligible to apply for another posting until the expiry of the posting. This limitation shall not apply in the case of a full-time posting.

7.06 If no applications to fill such vacancy or new job created are received from the employees or there is no employee who is qualified to fill the vacancy or new job created, then the Employer shall be entitled to fill the vacancy or new job created in any manner it sees fit.

7.07 To be applied for all vacancies, excluding temporary positions.

When an employee is selected to fill the vacancy position, the employee shall hold that position for a trial period of up to twenty (20) days worked by the employee. The position shall become permanent after the trial period unless:

- (a) The employee feels that they are not suitable for the job and wishes to return to their former position; or
- (b) The Employer feels that the employee is not suitable for the job.

In either case, the employee shall return to their former position and wage rate without loss of seniority. Any other employee promoted or transferred as a result of this posting shall be returned to their former position and wage rate without loss of seniority.

7.08 When an employee transfers to a new position, the employee shall receive their current rate or the start rate for the new position, whichever is greater, and shall progress through the wage grid based on Article 12.01.

Employees transferred to a lower paying position shall not receive a rate higher than the maximum for that position.

ARTICLE 8 - GRIEVANCE PROCEDURE

8.01 (a) It is the mutual desire of the parties hereto that complaints of employees shall be adjusted as quickly as possible, and it is understood that an employee has no grievance until they have first given their immediate Supervisor the opportunity to address the complaint.

(b) The Employer recognizes that Stewards have duties to perform on behalf of the members. The Stewards shall not suffer any loss of pay while performing these duties. It is also agreed that Stewards shall not leave work without the permission of their Supervisor, such permission will not be unreasonably withheld.

8.02 Definition of Grievance

If an employee has an unsettled complaint regarding the interpretation, application, administration or alleged violation of this Agreement, including any question as to whether a matter is arbitrable, the employee may take the matter up as a grievance within ten (10) days after the circumstances which gave rise to the complaint occurred as follows:

Step 1

The employee, with the assistance of their Steward, shall present the grievance in writing and signed by the employee and Steward, to their Supervisor whose decision shall be rendered in writing within three (3) working days following the presentation of the grievance at this step;

Step 2

Failing settlement at Step No. 1, the grievance may be appealed in writing within three (3) working days after the decision is given under Step No. 1, to the Executive Director or their designate. The matter will then be discussed at a meeting between the Employer representatives and the said committee, which meeting will be convened within five (5) working days after the matter has been appealed to Step No. 2. The aggrieved may be present at such meeting if they desire or at the request of either party.

The Employer representatives shall render a decision in writing within three (3) working days after presentation at this Step.

Step 3

Failing resolve under Step No. 2, either party may request that a Staff Representative of the Canadian Union of Public Employees and/or a Representative of the Employer arrange a meeting within ten (10) working days or such longer period as mutually agreed upon.

Failing settlement at Step No. 3, the grievance may be submitted to arbitration as hereinafter provided if the request is made in writing to the other party within twenty (20) days after the decision has been given at Step No. 3, failing which the grievance will be considered to have been settled or abandoned.

8.03 Any difference arising directly between the Union and the Employer relating to the interpretation, application or alleged violation of the Agreement may be presented by either party as a policy grievance or group grievance within twenty (20) days after the date when the subject matter of the grievance first arose commencing at Step No. 2. It is understood, however, that the provisions of this paragraph shall not be used with respect to a grievance directly affecting an employee or employees and that the regular grievance procedure shall not be bypassed, unless the employee has refused to file a grievance within the prescribed time limits after being so requested by the Union and the alleged grievance directly affects the interest of other employees. A policy or group grievance directly affects the interest of other employees. A policy or

group grievance may also include a grievance which can, by mutual agreement between the Employer and the Union, be clearly defined as being representative of a number of individual grievances.

8.04 The time limits fixed in this Article may be extended by mutual consent of both parties to said Agreement provided that there shall be no obligation on either party to so consent.

8.05 All decisions arrived at between the Employer and the Representatives of the Union shall be final and binding upon the Employer, the Union and the employee or the employees concerned.

8.06 An employee's regular day off if not actually worked, and Saturdays, Sundays and paid holidays if not worked by an employee will not be counted in determining the time in which any action is to be taken or completed under the Grievance Procedure or Arbitration Procedure.

8.07 **Discharge Cases**

A claim by an employee that they have been unjustly discharged from their employment will be treated as a special grievance, commencing at Step No. 2 of the grievance procedure, provided the discharged person submits their written grievance, dated and signed, within five (5) working days after the discharge occurs. The burden of proof of just cause shall rest with the Employer.

8.08 Such special grievances may be settled by confirming the discharge, or by reinstating the discharged person with full compensations for time lost, or by any other arrangement which is just and equitable in the opinion of the conferring parties.

Whenever the Employer or its authorized agent deems it necessary to censure an employee, in a manner indicating that suspension or dismissal may follow any further infraction or may follow if such employee fails to bring their work up to a required standards by a given date, the Employer shall, within ten (10) days thereafter, give written particulars of such censure to the employee involved.

The Employer shall make available to an employee or an Officer of the Union, with the consent of the employee concerned, any report concerning their work which may be on file, including particulars of any complaint that may be detrimental to the employee's advancement or standing with the Employer.

8.09 It is agreed that the President of the Union Committee will be notified immediately on the dismissal of any employee in the bargaining unit.

8.10 (a) Either party, with the agreement of the other party, may submit a grievance to Grievance Mediation at any time within ten (10) days after the Employer's decision has been rendered at the step prior to arbitration. Where the matter is so referred, the mediation process shall take place before the matter is referred to arbitration.

- (b) Grievance Mediation will commence within twenty-one (21) days of the grievance being submitted to mediation, or longer period as agreed by the parties.
- (c) No matter may be submitted to Grievance Mediation, which has not been properly carried through the grievance procedure, provided that the parties may extend the time limits fixed in the grievance procedure.
- (d) The parties shall agree on a Mediator.
- (e) Proceedings before the Mediator shall be informal. Accordingly, the rules of evidence will not apply, no record of the proceedings shall be made, and legal counsel shall not be used by either party.
- (f) If possible, an agreed statement of facts will be provided to the Mediator, and if possible, in advance of the Grievance Mediation.
- (g) The Mediator will have the authority to meet separately with either party.
- (h) If no settlement is reached within five (5) days following Grievance Mediation, the parties are free to submit the matter to Arbitration in accordance with the provisions of the Collective Agreement. In the event that a grievance which has been mediated, subsequently proceeds to arbitration, no person serving as the Mediator may serve as an Arbitrator. Nothing said or done by the Mediator may be referred to Arbitration.
- (i) The Union and Employer will share the cost of the Mediator, if any.

ARTICLE 9 - ARBITRATION PROCEDURE

- 9.01** Both parties to this Agreement agree that any dispute or grievance concerning the interpretation or alleged violation of this Agreement, which has been properly carried through all the steps of the grievance procedure outlined in Article 8 above, and which has not been settled, will be referred to a single Arbitrator acceptable to the parties, or failing agreement, to a Board of Arbitration at the written request of either of the parties hereto.
- 9.02** The Board of Arbitration will be composed of one person appointed by the Employer, one person appointed by the Union and a third person to act as Chairperson, chosen by the other two members of the Board.
- 9.03** Within three (3) working days of the request by either party for a Board, each party shall notify the other of the names of its appointee.
- 9.04** Should the person chosen by the Employer to act on the Board, and the person chosen by the Union, fail to agree on a third person within seven (7) days of the notification mentioned in Section 9.03 above, the Minister of Labour of the Province of Ontario will be asked to name the Chairperson.

- 9.05** The decision of the Board of Arbitration, or a majority thereof, constituted in the above manner shall be binding on both parties.
- 9.06** The Board of Arbitration shall not have any power to alter or change any of the provisions of this Agreement or to substitute any new provisions for any existing provisions, nor to give decision inconsistent with the terms and provisions of this Agreement.
- 9.07** Each of the parties to this Agreement will bear the expenses of the Arbitrator appointed by it; and the parties will jointly bear the expenses, if any, of the Chairperson.
- 9.08** No person shall be selected as Arbitrator who has been directly involved in attempts to negotiate or settle the grievance or who is an employee of either party.

ARTICLE 10 - EMPLOYER GRIEVANCES

- 10.01** It is understood that the management may submit to the Union any complaint with respect to the conduct of the Union, its officers or members, or any complaint that a contractual obligation undertaken by the Union if this Agreement has been violated. Such complaint, if not resolved by verbal discussions shall be reduced to writing, delivered or forwarded by mail to the President of the Local Union, whereupon it shall be discussed at Step 2 of the grievance procedure. Failing a satisfactory settlement within ten (10) days after filing of such grievance, the Employer may refer it to Arbitration in accordance with Section 9.01.

ARTICLE 11 - EMPLOYEE RECORDS

11.01 Access to Personnel File

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

11.02 Clearing of Records

Copies of all written warnings of notations concerning suspension which the Nursing Home intends to place on the employee's record shall be given to the Secretary of the Union within five (5) working days of their issuance. Following twenty-four (24) months such notifications or warnings shall be deleted from the employee's record.

ARTICLE 12 - SENIORITY

- 12.01** Seniority is the ranking of employees in accordance with their length of employment from their last date of hire.
- 12.02** An employee shall be considered on probation until they have worked 450 hours and will have no seniority rights during that period.

An employee may only be discharged for just cause, except an employee who has not completed their probationary period may be terminated on the basis of a fair and proper assessment of their suitability for employment with the Nursing Home, but which action may be taken up as a grievance commencing at Step No. 2 of the grievance procedure, provided the discharged person submits their written grievance in accordance with Article 8.

12.03 An employee shall lose all seniority, and their employment shall be deemed to be terminated if they:

- (a) voluntarily resigns, retires or is discharged for just cause; or
- (b) is absent from work more than twenty-four (24) months by reason of illness or other physical disability and there is no reasonable likelihood the employee will return to work within the near future; or
- (c) is absent from work without a reasonable excuse for more than three (3) consecutive days for which the employee is scheduled to work; or
- (d) is absent from work for more than thirty-six (36) months by reason of layoff; or
- (e) is absent from work for more than thirty (30) months by reason of absence while on WSIB and there is no reasonable likelihood the employee will return to work within the near future; or
- (f) fails upon being notified of a recall to a position of the same employment status held prior to the layoff (other than a temporary or casual position) to signify the employee's intention to return within seven (7) calendar days after the employee has received the notice of recall mailed by registered mail to the last known address according to the records of the Employer; or
- (g) fails to report to work within fourteen (14) calendar days after the employee has received the notice of recall, or such further period of time as may be agreed by the parties.
- (h) Employees who are on leave of absence will not engage in gainful employment on such leave and if an employee does engage in gainful employment while on such leave, the employee will forfeit all seniority rights and privileges contained in this Agreement unless otherwise agreed by the Union and the Employer.
- (i) An employee who has been granted a leave of absence of any kind and who overstays their leave, unless the employee obtains permission or provides a satisfactory explanation, shall be considered to have terminated their employment without notice.

The Union and the Employer agree to abide by the *Ontario Human Rights Code*.

- 12.04** Employees shall accumulate seniority during any period to a maximum of twenty-four (24) months when they are prevented from performing their work for the Employer by reason of injury arising out of and in the course of their employment for the employer and for which they are receiving compensation under the provisions of the Workers' Compensation Act or during authorized leaves of absence paid by the Employer due to illness or accident.
- 12.05** The Employer shall maintain a seniority list showing the date upon which each employee's service commenced. An up-to-date seniority list shall be sent to the Union and posted on the main bulletin boards in January and July of each year and provided to the Local electronically. The Employer agrees to post an up-to-date seniority list on the main bulletin boards after this Collective Agreement comes into force, as soon as reasonably possible.
- 12.06** The Union may also post notices of interest to the members on a bulletin board in the staff communication room subject to the approval of the notices by the Employer which approval will not be unreasonably withheld.

ARTICLE 13 - LAYOFFS AND RECALLS

13.01 Definition of Layoff

Layoffs, under the provisions of this Collective Agreement shall mean the reduction of daily or biweekly regularly scheduled hours of work of any full-time or part-time employee.

So long as a full-time position exists, there will be no splitting of that position into two (2) or more part-time positions which would cause a layoff of that full-time position.

13.02 An employee in receipt of notice of layoff may:

- (a) Accept the layoff.
- (b) Displace another employee who has lesser bargaining unit seniority in the same or a lower or an identical paying classification in the bargaining unit if the employee originally subject to layoff has the ability to meet the normal requirements of the job.

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

- (c) Opt to retire, if eligible to pension plan.

Note: The employee's option does not indicate a severance or termination from employment.

- (d) The employee may elect to accept an available job posting.

(e) In the event there are vacancies at the time of the layoff, the vacancy(s) will be offered to the laid off/displaced employee(s) prior to any posting procedures taking place. It is understood that when recalls occur the laid off/displaced employee(s) who accepted the vacancy at the time of the layoff must return to their position held prior to the layoffs. The vacancy will then be posted.

13.03 An employee who is subject to layoff other than a layoff of a permanent or long-term nature shall have the right to accept the layoff or displace another employee in accordance with the provisions above.

Notwithstanding the above, in the event of layoff within the bargaining unit Executive Officers (President, Vice-President, Treasurer and Recording Secretary) shall be the last to be laid off, regardless of where they may be employed. The Union shall keep the Employer informed of the names of the members in writing as above.

13.04 For the purposes of this Article, a displaced employee shall be deemed to be the same as a laid off employee. An employee shall have opportunity of recall from a layoff/displacement to an available opening, in order of seniority, provided **they have** the ability to perform the work before such opening is filled on a regular basis under a job posting procedure. The posting procedure in the Collective Agreement shall not apply until the recall process has been completed.

Note: It is understood once a laid off/displaced employee accepts a job posting they are no longer laid off nor eligible for recall.

13.05 In determining the ability of an employee to perform the work for the purposes of Articles 13.01, 13.02 and 13.03 the Home shall not act in an arbitrary or unfair manner.

13.06 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 or have been found unable to perform the work available.

13.07 The Home shall notify the employee of recall opportunity by registered mail, addressed to the last address on record with the Home (which notification shall be deemed to be received on the second day following the date of mailing). 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 to work. The employee is solely responsible for their proper address being on record with the Home. In the event the employee is a displaced employee and eligible for recall the Home will hand deliver the recall opportunity to the displaced employee.

13.08 Employees on layoff/displacement shall be given preference for temporary vacancies which are expected to exceed ten (10) working days. An employee who has been recalled to such temporary vacancy shall not be required to accept such recall and may instead remain on layoff/displacement.

13.09 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.

13.10 In the event of a layoff of an employee, the Home shall pay its share of insured benefits premiums up to the end of the month in which the layoff occurs.

ARTICLE 14 - JOB CLASSIFICATION, RATES OF PAY AND CALL-INS

14.01 (a) Employees shall be classified and paid in accordance with Schedule “A”, which is attached to this Collective Agreement and forms part of it. Wage progression will be based on 1950 hours paid by the Employer being equal to one (1) year. All increases are effective the beginning of the closest pay period to the dates indicated on Schedule “A”.

(b) Newly hired employees shall receive four (4) shifts of proper orientation. At the discretion of management this may be extended for a longer period. Orientation may be on all shifts prior to commencement of being scheduled or called in for regular duties.

14.02 (a) When a new bargaining unit classification is established by the Home, the Union will be forwarded a copy of the job description and proposed rate of pay within seven (7) days. The Employer agrees to provide the job description and proposed rate prior to the job being posted.

Should the Union not endorse the new rate, a meeting will be requested with the Home within ten (10) days after receipt of the notice.

Any change mutually agreed to resulting from such meeting shall be retroactive to the date that notice of the new rate was established by the Home.

If the parties are unable to agree, the matter will be forwarded to Grievance Mediation in accordance with Article 8.03 and the time limits contained therein.

Should the matter not be resolved at this stage, it shall then be forwarded to arbitration in accordance with Article 8.

(b) When the Home makes a substantial change during the term of the Agreement in the job content of an existing classification which in reality causes such classification to become a new classification, Article 14.02(a) shall be activated.

14.03 The Employer shall pay salaries and wages bi-weekly, by automatic deposit, in accordance with Schedule “A” attached hereto, and forming part of this Agreement.

Pay stubs will be available online once a computer and printer are made available in the workplace. In the event the computer, the printer or internet is not working, the Employer will provide pay stubs in a timely manner for employees who so request it. Such electronic pay stubs will contain no less information than the pay stubs presently given to employees.

Payroll information will be accessible online and direct deposit statements will be available electronically on the pay deposit week. In the event of an error in an

employee being underpaid caused by the Employer by 7.5 hours or more, the Employer will provide corrected payment for the shortfall within, to the best efforts, no more than five (5) business days from the date that it is notified of the error. For errors resulting in a shortfall of less than 7.5 hours the Employer will provide corrected payment on the next pay period.

In the event of an overpayment of an employee's pay in an amount not exceeding 7.5 hours, the correction shall be made in the pay period following the date in which the overpayment comes to the Employer's attention. In the event of an overpayment on an employee's pay exceeding 7.5 hours, the employee shall reimburse the Employer immediately upon notification of such error.

In the event the employee does not reimburse the Employer within five (5) business days it is understood and agreed by the employee and by way of this Article that the overpayment will be taken from the next pay.

14.04 When an employee is "called in" for an emergency, they shall receive a minimum of two (2) hours pay at the appropriate overtime rate. If an employee is called one (1) hour or more before they are scheduled to report to work and informed that they are not to report to work, then the provisions of this Article shall not apply.

14.05 **Call-In**

Part-time staff have regularly scheduled shifts. Their first commitment is to those shifts. Call-in lists are by classification. All new employees shall have their name added to the call-in list in their classification automatically at the time of hire.

- (a) Employees on their call-in list shall be called in order of seniority beginning with the most senior employee. All call-ins shall be given in order of seniority on a rotational basis of those employees on the availability list.
- (b) Each call will be indicated on the call-in sheet as to "worked", "no answer", "refused".
- (c) "No answer" and "refused" shall be counted as "worked" for the purpose of call-in rotation.

If a call-in is answered by an answering machine or personal beeper, the Employer shall leave a message that a call-in is available and for what shift, before hanging up. The Employer will continue its efforts to fill the staff shortage, but if the employee responds ready to work prior to the call-in vacancy being filled, the employee shall be permitted to take the call-in.

- (d) The Employer shall bypass an employee on the list who would be eligible for overtime premium (because the employee has worked seventy-five (75) hours in the bi-weekly pay period and/or because they have worked seven and one-half (7½) hours that day if called in to work, until such time as all employees that are available would be eligible for overtime pay. Should there still be no response to call in, full-time employees will be called in order of seniority on a

rotational basis. It is understood this Article does not obligate the Employer to offer overtime to employees who had previously refused the call in at straight time.

In the case of a late notice from employees who call in absent, that is, less than one and one-half (1 ½) hour prior to the start of the shift, the Home shall offer the overtime to the employees on site within the classification, in order of seniority.

- (e) Should there be an indication that the replacement required will be for an extended period between two (2) days or more, (to a maximum of twenty-nine (29) days) those shifts will be offered to available part-time staff members in order of seniority and preference.
- (f) If a full-time or part-time employee has indicated in writing that they do not want to be called into work, the Employer agrees they will not all them, save an except in case of emergency.

14.06 An employee called in for a full shift on their day off will be paid at the appropriate rate for the complete shift, (as outlined in Article 15.01), if they report late due to notice shorter than one (1) hour. An employee called in on their day off shall not be compelled to reduce their subsequent working hours.

ARTICLE 15 - HOURS OF WORK

15.01 This Article defines the normal hours of work. It is not a guarantee of days per week or any other time period.

The normal workday shall consist of seven and one-half (7½) hours exclusive of one-half (½) hour unpaid meal period scheduled as near to the middle of the shift as possible.

- (a) A full-time employee shall be defined as an employee who is normally scheduled to work seventy-five (75) hours in a bi-weekly pay period.
- (b) A part-time employee shall be defined as an employee whose master rotation is less than sixty-eight (68) hours in a bi-weekly pay period. If a part-time employee works more than sixty-eight (68) hours bi-weekly, as a result of call-in, shift exchanges, and leave replacement, that employee shall remain classified as a part-time employee.
- (c) A casual part-time employee means an employee who is called to work on a call-in basis, but who does not work a regular schedule, or does so only for a specified period or as the operations demand. Such employees shall provide, on an ongoing basis, availability to be called in and/or prescheduled for all shifts (after regular part time staff have been exhausted). Such employee has the option of refusing work when it is available to them, however, casual staff must

be available and work at least one weekend in four (4) and be available and work one of either Christmas or New Years. Casual staff will be deemed to have abandoned their position if they have not worked a shift in three (3) months. Casual registered staff will be deemed to have abandoned their position if they have not worked a shift in two (2) months. This is not applicable in confirmed cases of an outbreak, where staff are deemed unable to work.

- (d) Authorized leave days shall be considered days worked.
- (e) Friday night and Saturday night are considered to be “the weekend” for the purposes of this Agreement. Further, the parties acknowledge that the first shift of the week begins at 10:00 p.m. Sunday evening.

15.02 All employees shall be entitled to a fifteen (15) minute rest period with pay in each half of a full shift and for each short shift that is three and one-half (3½) hours of duration or longer. The break shall be at a time mutually satisfactory to the employee, and the Employer.

15.03 Lunch or meal periods are to be allowed and will be uninterrupted except in cases of emergency. Staff room facilities and locker space is provided.

15.04 All full-time and part-time employees shall be scheduled off at least every second (2nd) weekend. Part-time employees may indicate to the Executive Director or their designate that they desire to be scheduled for additional weekends.

15.05 The Employer will endeavour to schedule a minimum of sixteen (16) hours between the end of an employee’s scheduled shift and the commencement of the employee’s following scheduled shift. It is understood that in the event an employee works overtime, that such time is not counted when calculating the minimum sixteen (16) hour period.

15.06 Work schedules of four (4) weeks duration, shall be posted at least two (2) weeks in advance of the commencement of the schedule.

Once posted, the schedule shall not be changed, except:

- to accommodate the return to work of an employee
- to accommodate any statutory obligation
- to accommodate obligation arising under another provision of this Collective Agreement
- where an employee initials agreement to an additional shift

The call-in procedure will be used for unforeseen staff replacements once the schedule is posted.

15.07 The Employer will allow qualified employees to exchange shifts provided the employee completes the appropriate forms and submits those forms to the Employer seven (7) days in advance of the shift exchange. The exchange will not create any

extra cost for the Employer and the individuals that exchange shifts in turn work for one another within the posted schedule. Employees will be limited to two (2) exchanged shifts per pay period. It is understood shift exchanges must be an exchange of “equal hours”. The Employer assumes no obligation for any overtime payment or any other premium payment arising because of the exchanged shifts. The Employer reserves the right to reject requests that do not meet the criteria listed. The employee accepting the change is responsible for that shift.

15.08 Pyramiding

There shall be no duplication or pyramiding of any premiums (i.e. shift, weekend, overtime, sick, holiday, etc.) for the same hours.

“Pyramiding” is defined as (but not limited to) time and one-half on time and one-half or premiums calculated at overtime rates.

15.09 During the changeover from daylight savings time to standard time, and vice versa, employees will be paid for hours actually worked, whether at straight time or overtime rates.

ARTICLE 16 - HOLIDAYS

16.01 The following days are paid holidays under this Collective Agreement for all employees who qualify:

- | | |
|----------------|------------------|
| New Year’s Day | Civic Holiday |
| Good Friday | Labour Day |
| Victoria Day | Thanksgiving Day |
| Canada Day | Remembrance Day |
| Boxing Day | Christmas Day |
| Family Day | One Float |

The intent is that there shall be no more than twelve (12) paid holidays per calendar year during the term of this Agreement. If another holiday shall be proclaimed by any level of government during the term of this Collective Agreement, such additional holiday shall replace one (1) of the designated holidays in the Collective Agreement.

The Employer will endeavour to schedule three (3) consecutive days off at either Christmas or New Year’s based on requests and seniority with the schedule adjusted accordingly. Days off at Christmas shall include Christmas Eve, Christmas Day and Boxing Day. Days off at New Year’s shall include New Year’s Eve and New Year’s Day.

The parties agree that if there are more requests to work either Christmas or New Year’s stat holidays, which results in an opportunity for an employee to have both of these days off, the most senior person, if the employee so wishes, may have both of these days off.

- 16.02** If an employee is assigned to work on a holiday designated herein, they shall be paid at the rate of one and one-half (1½) times their straight time hourly rate for each hour worked plus holiday pay.
- 16.03** An employee shall not be paid any holiday pay unless they report for work on their last scheduled shift prior to the holiday and on their first scheduled shift following the holiday. “Last scheduled shift” means the last shift scheduled for a particular employee. In case of sickness on a qualifying day, a doctor’s certificate shall be required to be entitled to holiday pay.
- 16.04** Part-time and casual employees will be paid holiday pay for all holidays listed in article 16.01 pursuant to the formula used to calculate holiday pay under the *Ontario Employment Standards Act*.
- 16.05** When a designated holiday falls on an employee’s day off or regularly scheduled day of work, the employee shall be granted an additional day off within ninety (90) calendar days of the day on which the holiday is observed at a time mutually agreed upon by both the employee and the employee’s Supervisor. Employees must request this additional day off seven (7) days prior to the posting of the schedule. The Employer will respond within three (3) days prior to the posting of the schedule.
- When a designated holiday falls during an employee’s assigned vacation period he shall be granted an additional day off within ninety (90) days of the day on which he returns to work from his vacation at a time mutually agreed upon by both the employee and the employee’s supervisor.

ARTICLE 17 - VACATION

17.01 Length of Vacation

Permanent full-time and permanent part-time employees shall receive an annual vacation with pay in accordance with credited service prior to the commencement of the vacation as follows:

(a) **Full-time**

Less than one (1) year	1 day per month of service to a maximum of ten (10) days
Two (2) weeks	After one (1) year
Three (3) weeks	After three (3) years
Four (4) weeks	After eight (8) years
Five (5) weeks	After fifteen (15) years
Six (6) weeks	After twenty-two (22) years
Seven (7) weeks	After twenty-eight (28) years

(b) **Part-time**

One year =	1725 hours
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
Fifteen (15) years of service	10% of total earnings
Twenty-two (22) years of service	12% of total earnings
Twenty-eight (28) years of service	14% of total earnings

17.02 Holidays During Vacation

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

17.03 Vacation Pay

Vacation may not be carried over from year to year and must be taken in the year they are earned. For clarity, vacations will not be paid in advance.

17.04 Vacation Pay on Termination

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

17.05 Vacation Payment on Death

In the event of an employee's death, the Employer agrees to pay the proportionate amount of vacation pay earned to the estate of the employee.

17.06 Preference in Vacations

Available vacations shall be granted first on the basis of seniority.

17.07 Vacation Schedules

Deadlines for submitting vacation requests shall be as follows:

For vacations falling in June, July and August, vacations requests must be made no later than April 15th. The vacation schedule for this period shall be posted no later than May 15th.

Vacation schedules shall not be changed unless mutually agreed to by the employee and the Employer.

When an employee has not scheduled two (2) weeks of vacation in any vacation year, those weeks may be scheduled by the Employer.

17.08 Single Day Vacation

With mutual agreement, employees may be permitted to take vacation in increments of one (1) day.

- 17.09** Where an employee's scheduled vacation is interrupted due to a bereavement, the employee shall be entitled to bereavement leave in accordance with Article 18. The portion of the employee's vacation which is deemed to be bereavement leave under the below provisions will not be counted against the employee's vacation credits.

ARTICLE 18 - LEAVE OF ABSENCE, BEREAVEMENT PAY AND JURY DUTY

- 18.01** (a) The Executive Director or DOC may grant or refuse a request for a leave of absence for extenuating personal reasons, provided that he receives at least one (1) months' notice in writing, unless impossible, and that such leave may be arranged without undue inconvenience to the normal operations of the Nursing Home. Applicants when applying must indicate the date of departure and specify the date of return.

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

To qualify for leaves of absence as stipulated above the employee must have completed six (6) months of employment with the Employer and it is expressly understood, no benefit except as hereinafter provided shall accrue to or be paid to any employee on leave of absence.

- (b) Upon request of the Union, the bargaining unit shall be entitled to an unpaid leave of absence of fifty (50) days per year to attend educational seminars or conventions sponsored by the Union. Such leave must be applied for at least fifteen (15) days in advance. During such leave of absence, the employee's salary and applicable benefits shall be maintained by the Nursing Home on the basis of what his normal regular hours of work would have been, provided that the Union reimburses the Nursing Home in the amount of such salary and applicable benefits and required Employer contributions within thirty (30) days of billing.

If additional time is required, it may be requested in writing, and the Employer will endeavour to grant such request, if operational requirements allow it.

- 18.02**
1. In the event of death of an employee's spouse (including same sex or common-law spouse), child or parent, the employee shall be entitled to leave of absence without loss of pay for five (5) days.
 2. 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.

3. In the event of death of an employee's aunt, uncle, brother-in-law, sister-in-law, niece or nephew, the employee shall be entitled to leave of absence without loss of pay for one (1) day.
4. Where the burial occurs at a locale in excess of 560 km, such leave shall include reasonable travel time, the latter not to exceed two (2) days, without pay. Additional days without pay may be granted. The employee shall be paid for scheduled hours during the leave which the employee otherwise would have worked. The employee will be allowed to save one (1) day to attend the memorial service.

18.04 Pregnancy and Parental Leave

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

.02 Pregnancy Leave

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

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

- (b) The employee must have started employment with their Employer at least thirteen (13) weeks prior to the expected date of birth.
- (c) The employee shall give at least four (4) weeks' notice of their intention to return to work. The employee may, with the consent of the Employer, shorten the duration of the leave of absence requested under this Article upon giving the Employer four (4) weeks' notice of their intention to do so, and furnishing the Employer with a certificate of a legally qualified medical practitioner stating that the employee is able to return to work.

Additional leave of absence may be taken under Article .10, Parental Leave.

- (d) Notwithstanding Article .02(b) above, an employee must complete ten (10) months of continuous service prior to the expected date of birth to be paid a supplemental Employment Insurance Benefit.

An employee on pregnancy leave who is in receipt of Employment Insurance pregnancy leave benefits shall be paid a supplemental Employment Insurance Benefit.

That benefit will be the equivalent to the difference between seventy-five percent (75%) of the employee's regular weekly earnings (which for part-time employees shall include any in lieu payment, if applicable) and the sum of their weekly rates of Employment Insurance Benefits. In any week, the total amount of SUB payments and the weekly rate of E.I. benefits will not exceed seventy-five percent (75%) of the employee's regular weekly earnings.

Vested Interest – Employees do not have a right to SUB payments except for supplementation of E.I. benefits during the unemployment period as specified in the plan.

Other Income – Payments in respect to guaranteed annual remuneration or in respect of deferred remuneration or severance pay benefits are not reduced or increased by payments received under this plan.

Such payment shall commence after the one (1) week employment insurance waiting period and shall continue while the employee is in receipt of such benefits for a maximum period of seventeen (17) weeks.

The employee's regular weekly earnings shall be determined by multiplying the employee's regular hourly rate, on their last day worked prior to the commencement of the leave times their normal weekly hours.

The regular hourly rate shall be calculated to include all of the employee's insurable earnings as defined by the Employment Insurance System.

The SUB top-up by the Home would not take into account E.I. insurable earnings from sources other than this facility.

.03 An employee who does not apply for leave of absence under Article .02(a) and who is otherwise entitled to pregnancy leave, shall be entitled to and shall be granted leave of absence in accordance with Article .02(a) upon providing the Employer, before the expiry of two (2) weeks after the employee ceased to work, with a certificate of a legally qualified medical practitioner stating that the employee was not able to perform the duties of their employment because of a medical condition arising from the pregnancy, and giving the estimated day upon which, in their opinion, delivery will occur or the actual date of the employee's delivery.

.04 During the period of leave, the Employer shall continue to pay the Employer's portion of hospital, medical, dental, group life, pension and other benefits included and prescribed by the Employment Standards Act unless the employee gives the Employer written notice that the employee does not intend to pay the employee contributions. If deductions for the employee's share of the premiums are required, the Employer shall deduct these amounts from the SUB payments.

.05 An employee who intends to resume their employment on the expiration of the leave of absence granted to the employee under this Article shall so advise the Employer when they request the leave of absence. If a full-time employee returns to work at the expiry of the normal pregnancy or parental leave, and the employee's former permanent position still exists, the employee will be returned to their former job, and former shift, if designated.

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

.06 When the Employer has suspended or discontinued operations during the leave of absence and has not resumed operations upon the expiry thereof, the Employer shall upon resumption of operations, reinstate the employee to their employment or to alternate work in accordance with the established seniority system or practice of the Employer in existence at the time the leave of absence began and in the absence of such a system or practice shall reinstate the employee in accordance with the provisions of Article .05.

.07 Such absence is not an illness under the interpretation of this Agreement, and credits on the accumulated sick leave plan and the weekly indemnity plan cannot be used.

.08 Credits for service for the purpose of salary increments, vacations, or any other benefit included and prescribed under the Employment Standards Act shall continue and seniority shall accumulate during the leave.

.09 Upon expiry of seventeen (17) weeks pregnancy leave, an employee may immediately commence parental leave, as provided under Article .10 of this Agreement. The employee shall give the Employer at least four (4) weeks' notice, in writing, that the employee intends to take parental leave.

.10 **Parental Leave**

(a) An employee who becomes a parent, and who has been employed for at least thirteen (13) weeks immediately preceding the date of the birth of child or the date the child first came into care or custody of the employee, shall be entitled to parental leave.

(b) A "parent" includes: the natural mother or father of the child; a person with whom a child is placed for adoption and a person who is in a relationship with the parent of the child and who intends to treat the child as their own.

(c) Parental leave must begin no later than seventy-eight (78) weeks after the day the child is born or comes into the custody, care and control of the parent for the first time. For employees on pregnancy leave, parental leave will begin immediately after pregnancy leave expires. Parental leave shall be granted for up to sixty-one (61) weeks in duration if the employee also took pregnancy leave and sixty-three (63) weeks in duration if the employee did not.

- (d) The employee shall give the Employer four (4) weeks written notice of the date the leave is to begin.

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

- (e) Notwithstanding Article .10(a) above, an employee must complete ten (10) months of continuous service immediately preceding the date of the birth of the child or the date the child first came into care or custody of the employee to be eligible to be paid a supplemental Employment Insurance Benefit.

An employee on parental leave who is in receipt of Employment Insurance parental leave benefits shall be paid a supplemental Employment Insurance Benefit.

That benefit will be the equivalent to the difference between seventy-five percent (75%) of the employees regular weekly earnings (which for part-time employees shall include any in lieu payment, if applicable) and the sum of their weekly rate of Employment Insurance Benefits. In any week, the total amount of SUB payments and the weekly rate of E.I. benefits will not exceed seventy-five percent (75%) of the employee's regular weekly earnings.

Vested Interest – Employees do not have a right to SUB payments except for supplementation of E.I. benefits during the unemployment period as specified in the plan.

Other Income – Payments in respect of guaranteed annual remuneration or in respect of deferred remuneration or severance pay benefits are not reduced or increased by payments receiving under this Plan.

Such payment shall commence after the one (1) week employment insurance waiting period and shall continue while the employee is in receipt of such benefits for a maximum period of ten (10) weeks.

The employee's regular weekly earnings shall be determined by multiplying their regular hourly rate, on the employee's last day worked prior to the commencement of the leave times their normal weekly hours.

The regular hourly rate shall be calculated to include all of the employee's insurable earnings as defined by the Employment Insurance System.

The SUB top-up by the Home would not take into account E.I. insurable earnings from sources other than this facility.

For the purposes of parental leave under Article .10 Parental Leave, the provisions under .01, .04, .05, .06, .07, .08 and .09 shall also apply.

Where an employee elects to receive parental leave benefits pursuant to Section 12(3)(b)(ii) of the *Employment Insurance Act*, the amount of any Supplemental Employment Benefit payable by the Employer will be no greater than what would have been payable had the employee elected to receive the parental leave benefit pursuant to Section 12(3)(b)(i) of the *Employment Insurance Act*.

18.05 An employee who wishes to go back to school to upgrade their qualifications shall be granted an unpaid leave of absence or, where possible, given reasonable accommodations in shifts to do so.

18.06 Any employee called to serve as a juror shall be granted a leave of absence for such purpose. An employee serving as juror in the employee's scheduled working hours shall be paid any difference between the amount received for such jury duty and the amount the employee would have received from the Employer had the employee worked the regular scheduled working hours up to five (5) working days.

To be eligible to receive payment from the Employer, the employee must give the Employer notice of the employee's intention to be absent on the next scheduled work day after receipt of the jury notice and the employee must also, at the conclusion of the jury duty obtain a certificate from the court showing the period of the employee's jury duty and shall deposit the certificate together with evidence of the amount of compensation paid to the employee, exclusive of the traveler's allowance with the Employer.

ARTICLE 19 - OVERTIME

All authorized work in excess of seven and one-half (7½) hours per day and seventy-five (75) hours per bi-weekly pay period shall be paid at time and one-half (1½) the employee's regular hourly rate.

19.01 Overtime will be scheduled and offered to the full-time or part-time with qualifications by seniority, on a rotational basis.

19.02 Employees who work overtime will not be required to take time off in regular hours to make up for the overtime worked.

19.03 In the event that an employee is overbooked and reports to work for the scheduled shift and no work is available, the employee shall be paid for the number of hours scheduled or four (4) hours whichever is the lesser. This allowance will not apply whenever an employee has received two (2) hours prior notice not to report to work.

ARTICLE 20 - INSURANCE AND SICK DAYS

20.01 The Employer shall provide and pay for the following sick plan and insured benefits for full-time and part-time employees not otherwise covered. All premiums for insured

benefit costs paid by the Employer shall prorate in accordance with the proration formula as set out in Article 23 – Shared Cost of Benefits.

20.02 One hundred percent (100%) of the premium for:

- (a) Life Insurance – 2x annual salary.
- (b) Term A.D. & D. - \$15,000.00
- (c) Extended Health Care - \$25.00 deductible per calendar year. Generic substitution for drugs covered by the Plan unless otherwise prescribed by the employee's doctor. Effective March 8, 2019 a drug card will be introduced. Prescription required. No dispensing fee. Annual deductible (\$10 for individual and \$20 for family).

Reimbursement for prescribed drugs covered by the Plan will be based on the cost of the lowest cost interchangeable drug unless there is a documented adverse reaction to the drug or where the employee's doctor stipulates in writing that there are other medical reasons why the lowest cost interchangeable drug cannot be prescribed.

- (d) Eye Care shall be three hundred and twenty-five dollars (\$325.00) per twenty-four (24) month period exclusive of the eye examination.

Effective the first full pay period following ratification, increase Eye Care to three hundred and twenty-five dollars (\$325.00) per twenty-four (24) month period.

\$80.00 per 24-month period to cover eye examination cost

Increase paramedical coverage limits from \$300 to \$350, as soon as is practical following ratification.

20.03 Fifty percent (50%) of the premiums for a dental plan equivalent to Blue Cross #9, \$25/\$50 deductible per year, with a one year lag.

Effective December 31, 2018, current ODA fee effective and family deductibles are eliminated on the ODA fee schedule adjusted January 1st of each year. The plan provides for a two thousand (\$2,000.00) maximum benefit per covered person per year. Recall for dental checkups for adults 18 years or older will be extended to every nine months, unless deemed necessary every six months due to dental condition requiring same.

Out of country medical insurance is to be limited to 60 days

20.04 Upon request, the Union shall be provided with a current copy of the master policy of all insured benefits. It is agreed and understood that the Employer may, at any time, substitute another insurance carrier provided the level of benefits is not decreased.

20.05 Sick Leave

- (a) Employees who have completed their probationary period shall, retroactive to their date of hire, accrue sick leave credits at the rate of 7.5 hours for each 162.5 hours paid by the Employer to a maximum of three hundred and thirty-seven and one-half (337.5) hours.
- (b) Employee's sick pay following probation will be based on the hours the employee is scheduled to work per day or per week.
- (c) A doctor's certificate may be required by the Employer:
 - (i) to confirm any illness; and
 - (ii) prior to reinstatement after an illness of three (3) consecutive days or longer confirming the employee is fully recovered and able to meet the full requirements of their position.
 - (iii) The Nursing Home shall annually provide, in January of each year, every employee with a total of their sick leave credits in the bank attached to the employees' individual paystub.

The provision of medical notes under this Article is for the sole purpose of sick leave only. If in the event the employee is claiming payment for Statutory Holiday Pay as defined in Article 16 of this Collective Agreement, the cost of providing the medical documentation will be borne by the employee.

- (d) Sick benefits will only cease at date of layoff or termination of employment if the disability started within two (2) months of the date of layoff or separation and notice of layoff or separation was given prior to the occurrence of the disability. Otherwise, payment of sick leave benefits will continue after layoff or termination until the lesser of the duration of the disability or the exhaustion of the paid sick bank, or 45 days.
- (e) The following rules will apply regarding payment for sick leave certificates.
 - (i) If the Employer requires a medical certificate and the doctor charges the employee for such certificate outside OHIP, the Employer will pay for the certificate.
 - (ii) In the alternative to (i) above, the Employer may require an employee to attend an independent physician other than the employee's own physician to provide a medical certificate. In such circumstances the Employer shall pay for any medical fees charged beyond OHIP in

20.06 An employee who will be absent on the afternoon or night shift due to personal illness must notify the Employer at least two (2) hours prior to commencement of the shift (unless impossible). An employee who will be absent on the day shift due to personal illness must notify the Employer at least one and on-half (1 ½) hours prior to the

commencement of the shift (unless impossible). Failure to give such notice may result in loss of sick leave benefits for that day of absence.

20.07 Benefit Premiums

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

- (a) during the month in which the employee's leave of absence without pay commences;
- (b) during the month in which an employee is receiving paid sick leave benefits paid by the Employer up to a maximum two (2) calendar months;
- (c) while in receipt of WSIB benefits as a result of an injury sustained during employment with the Employer, for up to twelve (12) months;
- (d) while on maternity/parental leave for the period it is required to pay benefit premiums in line with government legislation. Employees may continue benefit coverage until such time as they lose their seniority, providing they make arrangements with the Employer to pay the Employer and employee portion of all benefit premiums to the Employer by the 15th of the month in which the premium is due.

20.08 E.I. Premium Reduction

The employee's share of the Employer's Employment Insurance reduction will be retained by the Employer toward offsetting the cost of the benefits contained in this Agreement.

ARTICLE 21 - CLOTHING ALLOWANCE

- 21.01** In the event an employee is required to wear a uniform, a uniform allowance for full-time employees up to \$120.00 and part-time employees up to \$96.60 per calendar year will be provided. The employee will submit appropriate receipts by December 15th of the current year and will be reimbursed for the amount of the receipt(s). The allowance is not cumulative from one year to another.

ARTICLE 22 - SHIFT PREMIUMS

- 22.01** (a) All employees shall receive a shift premium of thirty-five cents (\$0.35) for each hour worked between 1500 hours and 0700 hours. Shift premium will not be paid for any hour in which an employee receives overtime, or any other premium and shift premium will not form part of the employee's straight time hourly rate. Effective in the first pay period following date of ratification, amend 1500 hours to 1400 hours and 0700 to 0600.

(b) **Weekend Premium**

Employees required to work weekends shall be paid a premium of forty-five (45¢) per hour. Notwithstanding Article 22.01(a), an employee who works during the weekend on a shift for which shift premium is payable, shall also be paid the weekend premium.

Effective the first full pay period following ratification, increase premium to fifty-five cents (\$0.55) per hour.

22.02 Training

When the Employer requires training outside of working hours it will compensate employees.

ARTICLE 23 - RESPONSIBILITY ALLOWANCE

23.01 (a) Responsibility Allowance 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 one-half (½) shift, the employee shall receive an allowance of ten dollars (\$10.00), effective first full pay period following ratification for each shift from the time of the assignment.

(b) Where an RN is absent from their normal shift, and the Employer temporarily assigns an RPN to carry out some additional responsibilities of the absent RN for a period in excess of one-half (½) shift, the employee shall receive an allowance of ten dollars (\$10.00), effective the first full pay period following ratification for each shift.

(c) Where there is neither an RN nor a Supervisory employee (or above), who is a Registered Nurse in the building and there is an RPN in the building, the above-noted allowance will apply to an RPN who is designated to be in charge of the building.

(d) It is understood and agreed that only one of the above-noted premiums will apply at any one time.

ARTICLE 24 - SHARED COST OF BENEFITS

24.01 All benefits including shared cost arrangements for all employees unless specifically noted otherwise shall be on a prorated basis of hours paid by the Employer in relation to seventy-five (75) hours bi-weekly.

24.02 Prorated amounts will be based upon total hours paid in the preceding six (6) month period ending around June 30th and December 31st. The total hours paid during the preceding six (6) month period divided by 975 hours times 100 shall be the percentage used for calculating the prorated amounts for the following six (6) month period.

(The predetermined six (6) month periods shall coincide with the pay period ending around June 30th and December 31st and the recalculated proration percentage, where applicable, shall apply in August for the period ending around June 30th and February for the period ending around December 31st).

24.03 Hours paid in calculating proration formula will include Workers' Compensation and Sick Pay.

24.04 When an employee is on approved leave of absence in excess of thirty (30) continuous calendar days, proration, upon return, shall be based on the percentage in effect prior to commencement of the leave.

24.05 The only exception to this calculation will be an employee who successfully bids or otherwise obtains a permanent position with seventy-five (75) bi-weekly hours. In this instance, the employee who qualifies will immediately receive entitlement at one hundred percent (100%) of the Employer's paid share of premiums and benefits.

24.06 **New Hires**

All newly hired employees will be eligible to join the benefits plans and the calendar time waiting period will apply equally to all.

The prorated percentage for new hires will be based on the schedule of work for which these employees are hired. This percentage will be revised, if necessary, once the employee has worked a full predetermined six (6) month period.

Employees may elect to enroll in any or all of the group insurance plan(s) after their probationary period. Employees who have elected to enroll in a particular plan may withdraw at any time.

An employee who has not enrolled in a plan, or has withdrawn, may enroll in a plan subject to carrier approval, (some benefit restrictions may apply during the first twelve months of enrolment).

ARTICLE 25 - CONDITIONS OF EMPLOYMENT

25.01 Employees are expected to attend, during working hours, as a condition of employment, the education sessions the Employer is required to hold by the Ministry of Health.

ARTICLE 26 - DURATION

26.01 This Agreement shall continue in full force and effect from January 1, 2025 until December 31, 2026. Either party desiring to propose changes or amendments to this Agreement shall, within ninety (90) days prior to the termination date, give notice in writing to the other party of the changes or amendments proposed. Within five (5) working days of receipt of such notice by one party, the other party is required to enter into negotiations in good faith and make every reasonable effort to consummate a

revised or new Agreement. Should neither of the parties give such notice, this Agreement shall renew for a period of one (1) year.

26.02 All provisions of this Collective Agreement shall become effective on the date of ratification unless specifically set out otherwise.

26.03 The parties agree to share the cost of printing the Agreement. The Union agrees to provide the Employer with an electronic (Microsoft Word) version of the Collective Agreement. Copies of the new Agreement shall be available within thirty (30) days of ratification.

26.04 Retroactivity for wages shall be paid within sixty (60) days following notice to the Employer of ratification, to all employees on the basis of all hours paid as of the pay period closest to ratification on a separate deposit. Statutory deductions will be adjusted so that the employee is not liable for the retroactivity as if it were paid in a two-week period.

If an employee shall have terminated their employment since the expiry date of the Agreement, the Employer shall advise the employee of any monetary entitlement by notice in writing by registered mail to the last known address on the records of the Employer and the employee shall have sixty (60) days from the posting within which to claim any payment due them.

ARTICLE 27 - PENSION PLAN

27.01 Commencing January 1, 1998, each eligible employee covered this Collective Agreement shall contribute from each pay period an amount equal to four percent (4%) of applicable wages to the Nursing Home and Related Industries Pension Plan. The Employer shall match such contributions, the amount being four percent (4%) of applicable wages to the Plan.

27.02 “Eligible employee” shall mean all full-time and part-time employees in the bargaining unit, who have completed nine hundred and seventy-five (975) hours of employment.

27.03 The definition of “applicable wages” for purposes of determining contributions to the Union designated Pension Plan shall be the basic straight time wages for all hours worked including straight time holiday pay and vacation pay. All other payments of any nature are hereby excluded.

27.04 The employee and the Employer contributions shall be paid by the Employer to the Plan within thirty (30) days after the last day of the month for which contributions are payable.

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

27.06 The Employer agrees to provide to the Administrator of the Nursing Homes and Related Industries Pension Plan, on a timely basis, with all information required pursuant to the *Pension Benefits Act*, R.S.O. 1987, which the Administrator may reasonably require in order to properly record and process pension contributions and pension benefits.

This information may be provided by the Employer in the form normally maintained by the Employer. In the event such information is not readily available without review of other information not relevant to the Plan, the

Plan shall make arrangements with the Employer for access to the required information. This may include the Employer providing such information at reasonable cost to the Plan. If the Plan and the Employer are unable to agree on the form of such access, a mutually acceptable third party, (such as a firm of accountants or auditors), shall be retained at the expense of the Plan to obtain such information from the Employer's files and the cost of such third party shall be borne by the Plan.

Such information shall be provided only on enrolment of an employee or with the monthly remittances.

Any additional information requests beyond that noted above may be provided, if possible, by the Employer, it being understood that any additional costs of such requests shall be borne by the Plan.

For further specificity, the items required for each eligible employee are:

1. **To be Provided Once Only at Plan Commencement:**
 - (a) Date of Hire
 - (b) Date of Birth
 - (c) Date of First Remittance
 - (d) Seniority List (for the purpose of calculating past service credit)
2. **To be Provided with each Remittance:**
 - (a) Name
 - (b) Social Insurance Number
 - (c) Monthly Remittance
3. **To be Provided Once, and if Status Changes:**
 - (a) Address as provided to the Home
 - (b) Termination date where applicable
4. **To be Provided Once if they are Readily Available:**
 - (a) Gender
 - (b) Marital Status

ARTICLE 28 - CONTRACTING OUT

28.01 The Home shall not contract out any work usually performed by members of the bargaining unit if, as a result of such contracting out, a layoff of any employees other than casual part-time employees results from such contracting out. Contracting out to an Employer who is organized and who will employ the employees of the bargaining unit who would otherwise be laid off with similar terms and conditions of employment is not a breach of this provision.

ARTICLE 29 - LABOUR MANAGEMENT CONSULTATION COMMITTEE

29.01 Purpose and Commitment

Where there are matters of mutual concern and interest that would be beneficial if discussed at a Labour-Management Committee meeting during the term of this Agreement, the following will apply.

An equal number of representatives of each party as mutually agreed shall meet at a time and place mutually satisfactory. A request for such meeting will be made in writing at least one (1) week prior to the date proposed and accompanied by an agenda of matters proposed to be discussed, which shall not include matters that are properly the subject of a grievance or matters that are properly the subject of negotiations for the amendment or renewal of this Agreement.

Union representatives attending such a meeting shall be paid for wages lost from regularly scheduled hours. Meetings will be held quarterly unless otherwise agreed.

29.02 Protected Environment

Members of the Committee shall be free to discharge their duties in an independent manner without fear that their individual relationships with the Home shall be adversely affected by any participation by them in good faith in their representative capacities.

29.03 Method of Keeping Minutes

Preparation of the Minutes of each meeting will be the responsibility of a person provided by the Home. Approval for distribution of the Minutes will be the joint responsibility of the Executive Director and the President who will initial them prior to circulation. If there are any errors or omissions in the minutes, these will be corrected by the alternating Chairperson. The Minutes will contain a description of the topic and the action agreed upon. The discussion of the merits of the topic or the name of the Committee Member is not a proper matter for inclusion in the Minutes. The Minutes will be circulated to all members of the Committee (and will be posted on the bulletin board(s) of the Union's choice, within one (1) week following the Committee meeting).

29.04 Chair Responsibility

The Home and the Union will alternate in filling the Chair from meeting to meeting. The Chair will seek to keep the discussion on topic and ensure that each Committee

member has a chance to have input on each item discussed. In general, the Chair will try to establish an open, flexible style of discussion on agenda items.

ARTICLE 30 - GENERAL

30.01 Harassment

Harassment means engaging in a course of vexatious comment or conduct that is known or ought reasonably to be known to be unwelcome. Harassment shall include within its meaning bullying, sexual and psychological harassment.

Everyone has the right to freedom from harassment in the workplace by any other person based on any grounds prohibited by the *Ontario Human Rights Code*, including but not limited to race, ancestry, place of origin, colour, ethnic origin, citizenship, religion, creed, sex, age, record of offence, marital status, family status, handicap or sexual orientation.

An employee who believes that they have been harassed, shall be encouraged to follow the Employer's policy on harassment and process but may also follow the process set out in the grievance procedure. The parties may mutually agree to hold such grievance in abeyance.

30.02 Violence

The Employer and the Union agree that they have a shared goal of a workplace free of violence.

To that end, the local parties will promote health and safety in the workplace, through annual training, education and the development of appropriate resources

30.03 Workload Review

In the event that an individual employee or a group of employees have a workload concern, the matter will be addressed as follows:

- (a) At the time the workload issue occurs, the employee will discuss the issue with their supervisor, or their designate.
- (b) Failing resolution, the employee may complete the Workload Review Form attached hereto as Appendix A and submit a copy to both the Union and the Employer for review at the next scheduled Labour Management meeting.

SIGNED THIS 19th DAY OF August, 2024.

SOUTHBRIDGE	CANADIAN UNION OF PUBLIC EMPLOYEES and it's LOCAL 4654
<i>kmoser</i>	<i>V. Worth-Mabb</i> Vicki Worth-Mabb (Aug 19, 2025 15:22:08 EDT)
<i>Shannon Balasso</i>	<i>Jayne Barnes</i> Jayne Barnes (Aug 19, 2025 12:28:06 EDT)
	<i>Jason DeFraga</i> Jason DeFraga (Aug 19, 2025 18:02:37 EDT)

SCHEDULE “A” - WAGE SCHEDULE

Classification	Step	Expired December 31, 2022	Effective January 1, 2025	Effective June 7, 2025	Effective January 1, 2026
Housekeeping Aide Dietary Aide, Laundry Aide	Start	\$21.57	\$22.33		\$23.11
	Probation	\$22.02	\$22.80		\$23.59
	1 Year	\$22.44	\$23.23		\$24.04
	2 Years	\$22.89	\$23.69		\$24.52
Restorative Care Ward Clerk	Start	\$22.81	\$23.60		\$24.43
	Probation	\$23.23	\$24.05		\$24.89
	1 Year	\$23.66	\$24.49		\$25.35
	2 Years	\$24.06	\$24.90		\$25.77
PSW Healthcare Aide	Start	\$26.02	\$26.93		\$27.87
	Probation	\$26.45	\$27.37		\$28.33
	1 Year	\$26.88	\$27.82		\$28.79
	2 Years	\$27.27	\$28.23		\$29.22
Maintenance Tech	Start	\$23.41	\$24.23		\$25.07
	Probation	\$23.87	\$24.70		\$25.57
	1 Year	\$24.24	\$25.09		\$25.97
	2 Years	\$24.68	\$25.54		\$26.44
Cook	Start	\$23.41	\$24.23		\$25.07
	Probation	\$23.87	\$24.70		\$25.57
	1 Year	\$24.24	\$25.09		\$25.97
	2 Years	\$24.68	\$25.54		\$26.44
RPN	Start	\$28.67	\$29.67	\$30.67	\$32.78
	Probation	\$29.09	\$30.11	\$31.11	\$33.24
	1 Year	\$29.52	\$30.56	\$31.56	\$33.70
	2 Years	\$29.89	\$30.93	\$31.93	\$34.09
Activity Aides	Start	\$21.81	\$23.60		\$24.43
	Probation	\$21.69	\$24.05		\$24.89
	1 Year	\$23.66	\$24.49		\$25.35
	2 Years	\$24.06	\$24.90		\$25.77

LETTER OF UNDERSTANDING

between

SOUTHBRIDGE O/A HILLSIDE MANOR

and

CANADIAN UNION OF PUBLIC EMPLOYEES AND ITS LOCAL 4654

Re: Article 17 - Vacation

1. A request for a block of vacation time shall take precedence over a request for a single day request for vacation. As outlined in Article 17.08 such one day requests will be permitted if mutually agreed to.
2. The parties agree that vacation requests for July and August and September as outlined in Article 17.07, shall be considered to be “peak time” and as such these requests are to be submitted no later than April 15th of each year and approved by May 15th. The vacation scheduled for this period will be posted by May 15th. These requests shall be granted on the basis of seniority. Requests submitted after April 15th, for this time period, will be granted on a first come, first serve basis at the discretion of the Employer based on operational needs.
3. During “peak time”, in an effort to provide more opportunity for junior employees to enjoy summer vacation, employees will only be approved for three (3) weeks of vacation until all employees have had an opportunity to take a week of summer vacation. At this point, if weeks remain available, senior staff with available vacation may be approved for a fourth week.
4. Vacation requests outside of July, August and September shall be granted on a first come, first serve basis. The Employer shall date stamp requests as they receive them.
5. As per Article 17.03, vacation shall not be carried over from year to year and must be taken in the year they are earned. For full-time employee vacation year is defined as July 1st to June 30th of the current year. For part-time, vacation accrual is based on hours worked from the preceding year.

Note: Article 17.03 – Vacation Pay

Vacation pay may not be carried over from year to year and must be taken in the year they are earned. For clarity, vacations will not be paid in advance.

e.g. The year earned is defined as July 1st to June 30th. This means that the current vacation year is defined as July 1st of the year you are currently into June 30th of the following year.

6. All vacation request for the current year (up to June 30th) must be submitted by January 15th, of the current year. If requests are not submitted by that time, the Employer has the right to assign vacation.

RENEWED THIS 19th **DAY OF** August, **2024.**

SOUTHBRIDGE O/A HILLSIDE MANOR	CANADIAN UNION OF PUBLIC EMPLOYEES and it's LOCAL 4654
<i>hmoser</i>	Vicki Worth-Mabb Vicki Worth-Mabb (Aug 19, 2025 15:22:08 EDT)
<i>Shannon Balasso</i>	<i>Jayne Barnes</i> Jayne Barnes (Aug 19, 2025 12:28:06 EDT)
	<i>Jason DeFraga</i> Jason DeFraga (Aug 19, 2025 18:02:37 EDT)

LETTER OF UNDERSTANDING

Between

SOUTHBRIDGE O/A HILLSIDE MANOR

and

CANADIAN UNION OF PUBLIC EMPLOYEES AND ITS LOCAL 4654

Re: Innovative/Extended Shift Schedules

Schedules which are inconsistent with the Collective Agreement provisions may be developed at the Local Home level in order to improve quality of working life, support continuity of resident care, ensure adequate staffing resources, and support cost-efficiency. The parties agree that such innovative schedules (including extended shifts) may be determined by the Home and the Union subject to the following principles:

- a) Such introduction shall be established when;
 - i) seventy-five per cent (75%) of the full-time and regular part-time staff in such department so indicate by secret ballot conducted by the union and
 - ii) the Home agrees to implement the work schedule on the unit.
- b) These schedules may pertain to full-time and/or part-time employees;
- c) The introduction of such schedules and trial periods, if any, shall be determined locally by the parties.
- d) Upon written agreement of the Home and the Union, the parties may agree to amend collective agreement provisions to accommodate any innovative unit schedules;

It is understood and agreed that innovative schedules arrangements are based on individual circumstances and each agreement is made on a without prejudice or precedent basis.

RENEWED THIS 19th **DAY OF** August, **2025.**

SOUTHBRIDGE O/A HILLSIDE MANOR	CANADIAN UNION OF PUBLIC EMPLOYEES and it's LOCAL 4654
<i>kmoser</i>	V. Worth-Mabb Vicki Worth-Mabb (Aug 19, 2025 15:22:08 EDT)
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	<i>Jason DeFraga</i> Jason DeFraga (Aug 19, 2025 18:02:37 EDT)

LETTER OF UNDERSTANDING

Between

SOUTHBRIDGE O/A HILLSIDE MANOR

and

CANADIAN UNION OF PUBLIC EMPLOYEES AND ITS LOCAL 4654

Re: Workload

The parties agree that the issue of workload will be addressed and discussed at the Labour Management Committee meeting first and if an unsafe condition exists it will be referred to the Health and Safety Committee and the Employer will take appropriate action as deemed necessary.

RENEWED THIS 19th DAY OF August, 2025.

SOUTHBRIDGE O/A HILLSIDE MANOR	CANADIAN UNION OF PUBLIC EMPLOYEES and it's LOCAL 4654
<i>kmoser</i>	Signature Vicki Worth-Mabb (Aug 19, 2025 15:22:08 EDT)
<i>Shannon Balasso</i>	<i>Jayme Barnes</i> Jayme Barnes (Aug 19, 2025 12:28:06 EDT)
	<i>Jason DeFraga</i> Jason DeFraga (Aug 19, 2025 18:02:37 EDT)

LETTER OF UNDERSTANDING

Between

SOUTHBRIDGE O/A HILLSIDE MANOR

and

CANADIAN UNION OF PUBLIC EMPLOYEES AND ITS LOCAL 4654

Re: Electronic access to Collective Agreement

The parties agree that at the Labour/Management meeting following ratification, the parties will make efforts to develop a process in which all employees will have electronic access to the collective agreement at their work location.

SIGNED THIS 19th **DAY OF** August, **2025.**

SOUTHBRIDGE O/A HILLSIDE MANOR	CANADIAN UNION OF PUBLIC EMPLOYEES and it's LOCAL 4654
<i>hmoser</i>	<i>V. Worth-Mabb</i> Vicki Worth-Mabb (Aug 19, 2025 15:22:08 EDT)
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	<i>Jason DeFraga</i> Jason DeFraga (Aug 19, 2025 18:02:37 EDT)

APPENDIX “A” – WORKLOAD REVIEW FORM

WORKLOAD REVIEW FORM: CUPE represented staff members are to complete all sections and forward copies to the Executive Director and the Union or their designates.	
Name (print) & Classification:	
Signature:	
Occurrence Date:	Time:
Workplace:	Unit:
Number of Staff on Duty:	
Brief Description of Workload Concern:	
Recommendation to Resolve:	
Name/Title of CUPE Representative Notified:	
Date/Time of Notification:	
A summary of workload concerns may be tabled as an agenda item at the next scheduled Labour Management meeting.	
Name/Title of Employer Representative Notified:	
Response:	