



COLLECTIVE AGREEMENT

BETWEEN

**THE ALGONQUIN NURSING HOME
OF MATTAWA**

(Hereinafter called the "Employer")

OF THE FIRST PART,

AND

**CANADIAN UNION OF PUBLIC EMPLOYEES
AND ITS LOCAL #1465-03**

(Hereinafter called the "Union")

OF THE SECOND PART.

January 1, 2022 to December 31, 2025

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

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PREAMBLE

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

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

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

NOW THEREFORE, the parties agree as follows:

ARTICLE 1 - MANAGEMENT RIGHTS

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

- a) To maintain order, discipline, and efficiency and to make, alter and enforce reasonable rules and regulations to be observed by the employees;
- b) To hire, lay-off, direct, promote, demote, transfer, discipline, suspend or otherwise discharge employees, provided that a claim by an employee that he/she has been discharged without just cause, may be subject of grievance and dealt with as hereinafter provided;
- c) Generally to manage the Home, and without restricting the generality of the foregoing to determine the services to be rendered; the kinds and location of the machines, tools, instruments and equipment; the extension, limitation, curtailment or cessation of operations; to select, control and direct the use of all materials required in the operation of the Home; to schedule the work and services to be provided and performed; to make, write and enforce reasonable regulations governing the use of materials, equipment and services; and all matters not specifically dealt with elsewhere in this Agreement.
- d) The exercise of such rights shall not be inconsistent with the terms of this Agreement.

1.02 No Discrimination

The Employer agrees not to interfere with the rights of its employees, and there shall be no discrimination, interference, intimidation, restraint, or coercion by the Employer on the basis of race, creed, age, sex, colour, marital status, Union membership or political affiliation.

1.03 Union Responsibility

The Union or representatives of the Union agrees not to interfere with the rights of the employees of the Employer, and there shall be no discrimination, interference, intimidation, restraint, or coercion by the Union. The Union further agrees that membership solicitation and other Union activity not provided for in this Agreement, will not take place during working hours or on the premises of the Employer.

1.04 Personal 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 can be either psychological or physical, or it can be a combination of both. It is any behaviour, whether deliberate or negligent, which denies individuals their dignity and respect, is offensive, embarrassing or humiliating to the individual and adversely affects the working environment.

The Employer endorses the right of every employee to work in an environment free from harassment and employees are free to pursue all avenues in the Employer's policy and the Collective Agreement including the grievance procedure for resolving complaint of harassment that may arise.

ARTICLE 2 - RECOGNITION

2.01 Bargaining Unit

The Employer recognizes the Union as the sole and exclusive bargaining agent of all employees of The Algonquin Nursing Home of Mattawa at Mattawa save and except Assistant Administrator, persons above the rank of Assistant Administrator, Registered Nurses, Accounting and Personnel Manager and Resident and Family Services Coordinator.

2.02 No Other Agreements

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

2.03 Contracting Out

The Employer shall not contract out work usually performed by members of the bargaining unit if, as a result of such contracting out, a lay-off of any employees other than unscheduled part-time employees results from such contracting out. Contracting out to an employer who is organized and 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.

2.04 Work of the Bargaining Unit

Persons (paid or unpaid) who are not in the bargaining unit shall not perform work ordinarily performed by bargaining unit employees except for the purpose of instruction or in emergencies when regular employees are not available.

ARTICLE 3 - UNION SECURITY AND CHECK-OFF

3.01 Union Security

All employees of the Employer eligible for membership in the Union, as a condition of continuing employment, shall pay an amount equal to union dues to the Union according to the Constitution and By-laws of the Union.

3.02 Deductions

Deductions shall be made from the first two (2) payrolls in a month and shall be forwarded to the Secretary-Treasurer of the Union not later than the 15th day of the month following, accompanied by a list of the names and addresses and regular earnings of all employees from whose wages the deductions have been made.

3.03 Employee Interview

The Employer agrees that a local Union official will be given the opportunity to interview each new employee, during his/her probationary period, for the purpose of advising such employee of his/her rights and obligations under the terms of the Agreement. Such interview may take place on the Employer's premises at a time and location mutually agreed upon by the Employer and the Union and shall not exceed ten (10) minutes. The ten (10) minutes will be incorporated into the Nursing Home's orientation of new employees.

ARTICLE 4 – CORRESPONDENCE

4.01 All correspondence between the parties, arising out of this Agreement or incidental thereto shall pass to and from the Vice President of Corporate Services or the Designate and the Secretary of the Union.

4.02 For the purposes of this Agreement, the official contract language shall be the English language.

ARTICLE 5 - LABOUR MANAGEMENT RELATIONS

5.01 Representative

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

5.02 Bargaining Committee

A Bargaining Committee shall be appointed and consist of not more than three (3) members of the Employer, as appointees of the Employer, and not more than three (3) members of the Union as appointees of the Union. The Union will advise the Employer in writing of the Union nominees to the Committee. No more than two (2) employees from the same classification shall form part of this Committee.

5.03 Representative of CUPE

The Local 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 the Employer's request in order to investigate and assist in the settlement of a grievance and such investigation shall not disrupt the normal operations of the Home.

5.04 Meeting of Committee

In the event either party wishes to call a meeting of the Grievance Committee, the meeting shall be held at a time and place fixed by mutual agreement and if possible, such meeting will be held not later than ten (10) working days after the request has been given.

5.05 No Strikes or Lockouts

The Employer agrees that it will not cause or direct any lockouts of the employees. The Union agrees that it will not cause, direct, or take part in any strikes, shut-downs, stoppages of work. If such action should be taken by the employees, the Union will instruct its employees to return to work and perform their usual duties. An employee who causes, directs, or takes part in any strike, shutdown, slow-down, stoppage of work will be subject to discipline or dismissal.

5.06 Labour Management Committee

- (a) Where the parties mutually agree that 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 shall apply:
- i) An equal number of representatives with a minimum of two representatives of each party as mutually agreed, shall meet at a time and place mutually satisfactory. A request for a meeting hereunder will be made in writing 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 grievance negotiations for the amendment or renewal of this agreement.
 - ii) Any representative(s) attending such meetings during their regularly scheduled hours of work shall not lose regular earnings as a result of such attendance.

ARTICLE 6 - GRIEVANCE PROCEDURE

6.01 Election of Stewards

In order to provide an orderly and speedy procedure for the settling of grievances, the Employer acknowledges the right of the Union to appoint or elect three (3) stewards and one of whom shall be the chief steward, whose duties shall be to assist any employee whom the steward represents, in preparing and in presenting his grievance in accordance with the grievance procedure and such stewards shall have completed ninety (90) days of service with the Employer.

6.02 Names of Stewards

The Union shall notify the Employer in writing of the names of each steward and the shift he/she represents and the Chief Steward before the Employer shall be required to recognize him/her. The Employer agrees that stewards shall not be hindered, coerced,

restrained, or interfered with in the performance of their duties while investigating disputes and presenting adjustments as provided for in this article.

6.03 Permission to Leave Work

The Union understands and agrees that each Steward is employed to perform full-time work for the Employer. Therefore, no steward shall leave his/her work without obtaining the permission of his/her supervisor. The Employer shall notify the steward within one hour of the request as to when he/she may leave his/her place of work. The steward shall state his/her destination to his/her supervisor and shall report to the supervisor at the time of his/her return to work. It is understood that if the steward requesting such permission is the only R.P.N. on duty and is unable to be adequately replaced, such permission may be deferred for a reasonable period to make possible a replacement.

6.04 Definition of Grievance

Where a difference arises between the parties hereto or between the employees and the Employer relative to the interpretation, application, or administration of this Agreement, or where an allegation is made that this Agreement has been violated, the matter shall be adjusted in the following manner:

6.05 Grievance Procedure

Step 1

The employee concerned accompanied by the Steward shall within ten (10) working days of the alleged grievance take the matter up directly with his/her immediate supervisor who shall give her/his oral answer to such employee within three (3) working days.

Step 2

Should the employee feel that her/his grievance has not been settled satisfactorily, then a Committee comprised of the employee and the Steward shall within ten (10) working days of the date on which the answer was received at Step 1 present the written grievance to the Administrator or designate, who shall discuss the matter with such Committee and give his answer no later than fifteen (15) working days after the written presentation has been given to him/her.

6.06 Policy Grievance

The Employer or the Union shall have the right to lodge a policy grievance with the Union or the Employer, as the case may be, at Step 2 of the Grievance Procedure relating to the general interpretation, application or alleged violation of this Agreement and such policy grievance may not be the subject of a grievance which is properly lodged by an employee.

6.07 Group Grievance

When a group of employees have an alleged grievance as set out in 6.04 above, one (1) employee on behalf of the group named therein shall present the group grievance at Step 2 of the Grievance Procedure.

ARTICLE 7 - ARBITRATION

7.01 If a satisfactory settlement of the grievance is not reached, either party may refer the matter to arbitration within ten (10) working days of the receipt of the answer of the other party at Step 2.

- 7.02** For the purpose of arbitration of matters in dispute arising out of the herein Agreement, the arbitration shall be handled by a single arbitrator who shall be chosen by the parties by agreement within five (5) working days.
- 7.03** If the parties cannot agree to an arbitrator within the above time limit either party may request the Minister of Labour for the Province of Ontario to appoint the arbitrator.
- 7.04** The arbitrator shall hear the evidence of both parties, and his decision shall be final and binding upon both parties.
- 7.05** It is agreed and understood that the arbitrator shall have no authority to alter, modify or annul any part of this Agreement. However, when the penalty is not stipulated in the Collective Agreement, the arbitrator shall have authority to substitute such other penalty for the discharge or discipline as the arbitrator deems just and reasonable in all circumstances.
- 7.06** The time limits mentioned in this Article and in the preceding Article may be extended by mutual agreement of the parties. References to working days in this Article and the preceding Article shall mean Monday to Friday and shall exclude holidays. Each party shall pay one-half of the fees and expenses of the arbitrator, and any costs of the place of hearing of such arbitration if and when the necessity arises.

ARTICLE 8 - DISCHARGE, SUSPENSION AND DISCIPLINE

8.01 Right to have a Steward Present

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 his or her steward to be present at the interview. Particulars of the reason for the meeting shall be provided to the employee and steward at the time of the meeting.

8.02 Discharge Procedure

An employee may be dismissed or suspended, but only for just cause and only upon the authority of the Employer. A Department Head may suspend an employee but shall immediately report such action to the Employer. When an employee is discharged or suspended, he/she shall be given the reason in the presence of a steward, or a chief steward should a steward not be available. Such employee and the Union shall be advised promptly in writing by the Employer of the reason for such discharge or suspension.

8.03 May Omit Grievance Steps

An employee considered by the Union to be wrongfully or unjustly discharged or suspended shall be entitled to a hearing under Article No. 6, Grievance Procedure and Step 1 of the Grievance Procedure shall be omitted in such cases.

8.04 Personnel Records

a) Access to Personnel File

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

An employee shall have the right to respond to any document placed in his or her file. Such response shall become part of the file.

b) Clearing of Record

Any disciplinary action against any employee shall be removed from the employee's record after eighteen (18) months have elapsed from the date of the offence, except for discipline involving a third party, such as a resident or family member, where the discipline shall be removed after twenty-four (24) months have elapsed. Once removed, such discipline shall not be considered by the Employer in future decisions affecting the employee.

ARTICLE 9 - SENIORITY

9.01 Seniority Defined

Seniority means the relative ranking of the employees within the bargaining unit as determined by their respective lengths of employment with the Employer. Provided an employee is qualified for the position, seniority shall operate on a bargaining unit wide basis for the purposes of promotions, transfers, demotions, lay-offs and recalls. An employee shall not lose his/her seniority if he/she is absent from work because of sickness, accident or any approved leave of absence by the Employer.

9.02 Seniority List

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 board in January and July of each year. Employees may challenge their seniority dates for a period of one month after posting and if no challenges are received, the seniority list as posted shall be deemed to be correct. However, an employee who is absent when the list is so posted shall have 30 days from the date of his/her return to work to challenge the seniority list and if he/she fails to do so, the seniority list as posted shall be deemed to be correct.

9.03 Probationary Employees

Newly hired employees shall be considered on a probationary basis for a period of sixty (60) days of work from the date of hiring. During the probationary period, employees shall be entitled to all rights and privileges of this Agreement, except that the discharge of a probationary employee is not subject to the grievance and arbitration procedures and does not constitute a difference between the parties. After completion of the probationary period, seniority shall be effective from the original date of employment.

9.04 Loss of Seniority

An employee shall lose his seniority and be deemed terminated in the event:

- 1) he resigns;
- 2) he is discharged for just cause and is not reinstated;
- 3) he is absent from work in excess of three (3) working days without notifying the Employer unless such notice was not reasonably possible;
- 4) he fails to return to work within seven (7) calendar days following a lay-off and after being notified by registered mail at his/her last known place of address,

unless through sickness or other just causes. It shall be the responsibility of the employee to keep the Employer informed of his/her current address.

- 5) he is laid off for a period longer than twenty-four (24) months;
- 6) he fails, without just cause, to return to work on the first day following completion of his holidays or the expiration of a leave of absence previously granted.
- 7) he is absent for a period longer than thirty-six (36) months due to illness, injury, or injury resulting in Workers' Compensation coverage.

ARTICLE 10 - PROMOTIONS AND STAFF CHANGES

10.01 Job Postings

When a vacancy occurs, or a new position is created inside the bargaining unit, the Employer shall post notice of the position on the main bulletin board for a minimum of one week in order that all members will know about the position and be able to make written application thereto. Nothing herein shall prevent the Employer from temporarily filling any position or vacancy for a period of one month and one half. If no qualified persons on staff apply during the week of posting, then the Employer may hire outside the bargaining unit. The Employer undertakes to keep all applicants, and the Union advised of the status of the selection process once the posting period has ended.

In matters of promotion and staff transfer, appointment shall be made of the senior applicant able to meet the normal requirements of the job. Successful employees need not be considered for other vacancies within a six (6) month period unless an opportunity arises which allows the employee to change his or her permanent status.

10.02 Information on Postings

Such posting shall contain the following information: nature of position, qualifications, shift, wage or salary rate or range.

10.03 Trial Period

The successful applicant shall be placed on trial for a period of one (1) month. In the event the successful applicant proves unsatisfactory in the position during the aforementioned trial period, or if the employee finds himself/herself unable to perform the duties of the new job classification he/she shall be returned to his/her former position and salary without loss of seniority. Any other employee promoted or transferred because of the rearrangement of positions shall also be returned to his/her former position and salary without loss of seniority. Upon completion of the trial period, the position shall become permanent.

10.04 Union Notification

The Union shall receive copies of all job postings, and shall be notified of all appointments, hirings and lay-offs, permanent transfers, recalls and dismissals that occur within the bargaining unit.

10.05 Promotion to a Higher Classification

An employee who is promoted to a higher rated classification within the bargaining unit will be placed in the range of the higher rated classification so that he/she shall receive no less

an increase in wage rate than the equivalent of one step in the wage rate of his/her previous classification (provided that he/she does not exceed the wage rate of the classification to which he/she has been promoted).

10.06 Transfer Outside of the Bargaining Unit

- a) It is understood that an employee shall not be transferred by the Employer to a position outside the bargaining unit without their consent except in the case of temporary assignments not exceeding six (6) months. This period may be extended a further six (6) months upon the agreement of the employee and the Employer. Such employees on temporary assignments shall remain members of the bargaining unit.
- b) An employee who is transferred to a position outside the bargaining unit shall not, subject to (c) below, accumulate seniority. In the event the employee is returned by the Employer to a position in the bargaining unit within twenty-four (24) months of the transfer they shall be credited with the seniority held at the time of transfer and resume accumulation from the date of their return to the bargaining unit. An employee not returned to the bargaining unit within 24 months shall forfeit bargaining unit seniority.
- c) In the event an employee transferred out of the bargaining unit under (a) or (b) above is returned to the bargaining unit within a period of twelve (12) calendar months, he shall accumulate seniority during the period of time outside the bargaining unit.

ARTICLE 11 - LAY-OFFS AND RECALLS

11.01 a) Definition

A lay-off shall be defined as a reduction in the workforce or a reduction in the regular hours of work.

b) Notice of Lay-Off

In the event of a proposed lay-off of a permanent or long-term nature, or the elimination of a position within the bargaining unit, the Employer shall:

- (i) Provide the Union with no less than sixty (60) days' written notice of the proposed lay-off or elimination of position; and
- (ii) Provide to the affected employee(s), if any, no less than sixty (60) days written notice of lay-off or the amount of notice required under the *Employment Standards Act* whichever is greater or pay in lieu thereof.

NOTE: Where a proposed lay-off results in the subsequent displacement of any member(s) of the bargaining unit, the original notice to the Union provided in (i) above shall be considered as notice to the Union of any subsequent lay-off.

- c) In the event of a lay-off, the Employer shall lay-off employees in the reverse order of their seniority within the classification in which they work provided there remains on the job, employees who have the ability and qualifications to perform the work.

An employee who is subject to lay-off shall have the right to either:

- (i) accept the lay-off, and receive severance according to the Employment Standards Act where so entitled, or
- (ii) opt to retire, if eligible under the terms of the pension plan; or
- (iii) Displace another employee who has lesser bargaining unit seniority if the employee subject to lay-off has the ability to meet the normal requirements of the job. Such displacement shall include the right to bump up. An employee so displaced shall be deemed to have been laid off and shall be entitled to notice in accordance with this article.

An employee who chooses to exercise the right to displace another employee with lesser seniority shall advise the Employer of his or her intention to do so and the position claimed within seven (7) days after receiving the notice of lay-off. Employees failing to do so will be deemed to have accepted the lay-off.

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

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

An employee recalled to work in a different classification from which he or she was laid off shall have the privilege of returning to the position held prior to the lay-off should it become vacant within six (6) months of being recalled.

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

The Employer shall notify the employee of recall opportunity by registered mail addressed to the last address on record with the Employer (which notification shall be deemed to be received on the fifth 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 for work. The employee is solely responsible for his or her proper address being on record with the Employer.

Employees on lay-off shall be given preference for temporary vacancies that are expected to exceed four (4) weeks. An employee who has been recalled to such temporary vacancy shall not be required to accept such recall and may instead remain on lay-off.

No full-time employee within the bargaining unit shall be laid off by reason of his or her duties being assigned to one or more part-time employee (s).

In the event of a lay-off of an employee, the Employer shall pay its share of insured benefits premiums for the duration of the notice period provided in this article.

Laid off employees shall retain seniority, service, and recall rights for twenty-four (24) months from the date of lay-off.

Grievances concerning lay-offs and recalls shall be initiated at Step 2 of the grievance procedure.

ARTICLE 12 - HOURS OF WORK

12.01 The normal daily hours of work exclusive of a thirty (30) minute meal period shall be seven and one-half (7-1/2) hours per day and seventy-five (75) hours of work in a two-week pay period. Where an employee is required to remain on site during her meal period, she shall be paid for the meal period at straight time and no overtime pay shall be payable, directly, or indirectly, as a result of the payment for the meal period.

12.02 The Employer agrees that there shall be no split shifts.

12.03 The Employer undertakes to use its best efforts consistent with proper management by the Employer to ensure that days off may be taken consecutively, and days off rotated so as to affect an equal distribution amongst the employees. In no instance will an employee be required to work more than six (6) consecutive days without receiving his/her days off, except where otherwise agreed to by the employee and the Employer.

Employees shall receive every second (2) weekend off, except if the employee waives the weekend off by accepting a call-in shift or otherwise (weekends to be 56 consecutive hours in duration and to include Saturday and Sunday). Schedules shall be posted two (2) weeks in advance in a location accessible to all employees.

Once posted shift changes shall not be made without notice to the employees affected at least forty-eight (48) hours prior to the change taking affect. Schedules shall be for a four (4) week period. A copy of any schedule shall be given to the Union upon request.

12.04 a) All employees shall be permitted a rest period of fifteen (15) consecutive minutes both in the first and second half of a shift. When an employee performs authorized overtime work of at least three (3) hours duration, the Employer will schedule a rest period of fifteen (15) minutes duration.

b) Part-time employees shall be entitled to a paid rest period of fifteen (15) minutes for each three and three-quarter (3-3/4) hours of work.

12.05 Employees shall be allowed the trading of days off or of a shift with another employee of their own classification, subject to the approval of the Department Head or his/her designated representative. Such mutual exchange shall not require the Employer to pay overtime rates of pay.

12.06 When rotating shifts, employees are to be allowed a minimum of fifteen (15) hours off between the ending of one shift and the commencing of the other. Where the fifteen (15) hours is not granted, the employee shall be paid such hours of work at the rate of time and one-half.

In the case of the Dietary Department, the time of will be thirteen and one half (13 ½) hours between shifts so as to allow more consecutive working days for those employees.

ARTICLE 13 - OVERTIME

- 13.01** Authorized work performed in excess of seven and one-half (7-1/2) hours of work per day or seventy-five (75) hours of work in a two-week period of authorized work on the employee's scheduled days off will be counted as overtime and will be paid at the rate of time and one-half (1-1/2) the employee's regular hourly earnings. However, time necessary to finish assigned work on an irregular basis of not more than fifteen (15) minutes duration shall be deemed a "tag end" and shall not receive any overtime pay. In these circumstances, the employee shall receive equal time off at straight time at the commencement of their next scheduled shift.
- 13.02 Sharing of Overtime**
Overtime and call back time shall be divided equally as reasonably possible based on seniority among the employees who are available and qualified to perform the work that is available.
- 13.03** Employees shall not be required to lay off during regular hours to equalize any overtime worked.
- 13.04** If an employee is called into work within one (1) hour before the commencement of the shift, and if the same employee arrives within one (1) hour after the commencement of the shift, she shall receive pay as if she had worked the complete shift.

ARTICLE 14 - HOLIDAYS

14.01 List of Holidays

The Employer recognizes the following as paid holidays:

New Year's Day	Civic Holiday (August)
Good Friday	Labour Day
Easter Monday	Thanksgiving Day
Victoria Day	Christmas Day
Canada Day	Boxing Day
Floater Holidays (One)	Family Day

The floater holidays shall be taken at a time mutually agreeable to the employee and the Employer. Employees will not be eligible to the floater holiday until they have successfully completed the probationary period.

14.02 Holidays Falling on Weekend

Where any of the above-named holidays fall on a Saturday or Sunday, the day recognized by a Canadian bank identified by the Employer will be deemed to be the holiday for full-time employees that are regularly scheduled to work Monday-Friday only.

14.03 Holidays on Day Off

When any of the above-noted holidays fall on an employee's scheduled day off, the employee shall receive another day off with pay at a time mutually agreed upon between the employee and the Employer.

14.04 Christmas or New Year's Off

The holiday schedule shall provide that every employee shall have at least Christmas or New Year's Day off, unless mutually agreed otherwise between the Union and the Employer.

Effective September 29, 2023, the Employer will make efforts to alternate Christmas and New Year's Day off for each employee.

14.05 Holiday Pay Qualifications

In order to qualify for holiday pay, an employee is required to work his last regular day of work preceding the holiday, and his next regular day of work following the holiday unless excused by the Employer or through other reasonable cause.

An employee who is scheduled to work on a holiday shall forfeit all entitlement to holiday pay for which she would have otherwise qualified if she does not work as scheduled unless due to illness verified by a medical certificate from a qualified medical practitioner.

14.06 Payment for Holidays

An employee who qualifies for holiday pay under Article 14.05 and who is required to work on any of the above-named holidays will receive pay at the rate of time and one-half the employee's regular hourly rate for every hour worked on such day in addition to pay for the holiday at the employee's regular hourly rate. However, an employee who works on the holiday may elect to be paid time and one-half for hours worked and have a lieu day off with pay at a time mutually agreed upon between the employee and the Employer, subject to it being taken within six (6) months of being earned. Any lieu day not used within this timeframe will be paid out to the Employee in the next pay period.

ARTICLE 15 - VACATIONS

15.01 Length of Vacation

Vacation with pay as indicated will be granted to full-time employees on the basis of the following schedule:

- After 1 year of service - 2 weeks
- After 3 years of service - 3 weeks
- After 8 years of service – 4 weeks
- After 12 years of service – 5 weeks
- After 20 years of service – 6 weeks
- After 28 years of service – 7 weeks

Vacation pay shall be calculated on the basis of gross salary.

No employee shall have their vacation entitlement reduced as a result of this award.

15.02 Holidays during Vacation

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

15.03 Vacation Pay on Termination

An employee terminating his employment at any time in his/her vacation year before he/she has had his/her vacation shall be entitled to a proportionate payment of salary or wages in lieu of such vacation.

15.04 Preference in Vacations

Vacation shall be granted first on the basis of seniority.

15.05 Vacation Schedules

Vacation schedules shall be posted by April 1 each year and shall not be changed unless mutually agreed to by the employee and the Employer. The vacation year shall be recognized from May 1 to April 30. The pay period previous to April 30 the Employer shall show on the individual's cheque stub said amount earned for vacation pay purposes.

15.06 Unbroken Vacation Period

An employee shall be entitled to receive his/her vacation in an unbroken period unless otherwise mutually agreed upon between the employee concerned and the Employer.

15.07 Vacation pay shall be paid in accordance with clause 18.01.

15.08 Work during Vacation

Should an employee who has commenced his or her scheduled vacation and agrees upon request by the Employer to return to perform work during the vacation period, the employee shall be paid at the rate of one and one-half (1-1/2) times his/her basic regular rate of pay for all hours so worked. To replace the originally scheduled days on which such work was performed, the employee will receive one (1) vacation lieu day off for each day on which he or she so worked.

15.09 Approved Leave of Absence during Vacation

Where an employee's scheduled vacation is interrupted due to a serious illness which either commenced prior to or during the scheduled vacation period, the period of such illness shall be considered sick leave.

Serious illness is defined as an illness which requires the employee to receive on-going medical care and/or treatments resulting in either hospitalization or which would confine the employee to their residence or to bed rest for more than three (3) days.

The portion of the employee's vacation, which is deemed to be sick leave under the above provision, will not be counted against the employee's vacation credits.

ARTICLE 16 - SICK LEAVE PROVISIONS

16.01 Sick Leave Defined

Sick leave means the period of time an employee is permitted to be absent from work with full pay by virtue of being sick or disabled. Employees absent from work because of an accident, for which compensation is not payable under the *Workplace Safety & Insurance Act*, shall be covered by these sick leave provisions.

- 16.02** No paid leave for sickness will be allowed to employees during the first three (3) months of their employment. Thereafter, the employee shall be credited with four and one-half (4.5) days of sick leave and shall then accumulate sick leave credits at the rate of one and one-half (1.5) days for each month of service. The maximum accumulation shall be one hundred and eighty (180) days.
- 16.03** An employee shall be entitled to sick leave pay for those days the employee was scheduled to work, but did not work because the employee was ill, provided that upon return to work after illness, the employee shall complete the sick leave certificate. The employee concerned shall submit a medical certificate for illnesses of three (3) days or more.
- 16.04** Employees being off work on illness leave will report to the D.O.N. or her designate during the day shift previous to their intention to report back to work; otherwise, they will not be guaranteed work or pay should they return to work without notice as herein required.
- 16.05 Sick Leave during Leave of Absence**
When an employee is given leave of absence without pay for any reason or is laid off on account of lack of work and returns to work upon expiration of leave of absence, etc. he/she shall not receive sick leave credit for the period of such absence, but shall retain his/her cumulative credit, if any, existing at the commencement of such leave or lay-off.
- 16.06 Sick Leave Records**
A record of all unused sick leave will be kept by the Employer. Immediately after the close of each calendar year, employees may review the records of the Employer and verify that the accumulated sick leave is correct. An employee is to be advised on application, of the amount of sick leave accrued to his/her credit.
- 16.07** Where practicable, an employee shall give to the Employer two (2) hours notice of an intention to be absent on sick leave.
- 16.08** Employees who change status from full-time to part-time shall retain the sick leave bank they have accumulated as of the day they became part-time. Such credits may thereafter be used to provide paid sick leave to a maximum of five (5) days of paid leave per calendar year in the three (3) calendar years commencing with the year in which the change of status occurs. Any sick leave credits that are unused will be retained and may be used should the employee return to full-time status.
- 16.09** Up to two (2) days per year of an employee's entitlement under Article 16.02 may be utilized for the purposed of caring for a sick child or for attending appointments with medical specialists.

ARTICLE 17 - LEAVE OF ABSENCE

17.01 For Union Business

Representatives of the Union shall not suffer any loss of pay when required to leave their employment temporarily in order to attend grievance meetings in accordance with the terms of the Collective Agreement.

Representatives of the union shall be granted leave to participate in negotiations and arbitration. Permission to leave work during working hours for such purpose shall first be obtained from the immediate supervisor. Such permission shall not be unreasonably

withheld. All time spent in performing such Union duties, shall be with pay and benefits and without loss of seniority. The Union shall reimburse the Employer for receipt of such pay.

17.02 For Union Function

Leave of absence without pay and without loss of seniority shall be granted upon written request to the Employer to not more than two (2) employees from different classifications at any one time, elected or appointed to represent the Union at conventions or seminars. In a calendar year the maximum number of days of scheduled work for which leave will be granted is thirty (30). The Employer shall be given at least fifteen (15) days written notice by the Union specifying the name(s) of the representative(s) and the date(s) for which leave of absence is requested. It is understood that if one of the employees for whom such leave is requested is an R.P.N., the Employer may defer such leave if he/she is unable to adequately replace such R.P.N.

Upon notification to the Employer, an employee elected or appointed to represent the Union at Union functions shall be allowed a leave of absence with pay and benefits and without loss of seniority. Such leave will be granted up to a maximum of eight (8) weeks per calendar year, and no longer than four (4) weeks per leave. The Union shall reimburse the Employer for receipt of such pay.

17.03 Bereavement

Any employee who notifies the Home as soon as possible following bereavement will be granted bereavement leave for four (4) consecutive working days off without loss of regular pay from regularly scheduled hours in conjunction with the death of the spouse, child, or parent. Any employee who notifies the Home as soon as possible following a bereavement will be granted bereavement leave for three (3) consecutive working days off without loss of regular pay from regularly scheduled hours in conjunction with the death of the sister, brother, mother-in-law, father-in-law, son-in-law, daughter-in-law, grandparent, grandchild, brother-in-law, sister-in-law or grandparent of spouse.

An employee shall be granted one (1) day bereavement leave without loss of regular pay from regularly scheduled hours to attend the funeral of or attend a memorial service (or equivalent in order to accommodate religious and cultural diversity) for their aunt or uncle, niece or nephew.

The Home, in its discretion, may extend such leave with or without pay. Where an employee does not qualify under the above-noted conditions, the Home may, nonetheless, grant a paid bereavement leave. For the purpose of bereavement leave, the relationships specified in the preceding clause are deemed to include a common-law spouse, and a partner of the same sex.

17.04 Booking Off Shifts

Employees must give the Employer advanced notice of at least three (3) business days of their intentions to book off a shift, except where such other notice is required under the Collective Agreement. Notwithstanding this, it is understood that where the absence is due to an emergency or illness, the employee will provide as much notice as possible in advance of the shift. Where the employee has failed to provide the notice required herein, such employee shall be liable for deduction from his/her pay of an amount equal to any premium pay necessarily paid employee who replaces him/her.

17.05 Pregnancy and Parental Leave

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

- a) (i) An employee who is pregnant shall be entitled, upon application, to pregnancy leave and parental leave immediately thereafter. Pregnancy leave shall be granted for seventeen (17) weeks 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 she intends to commence her leave of absence, unless impossible, and furnish the Employer with a certificate of a legally qualified medical practitioner stating that she is pregnant and giving the estimated day upon which delivery will occur.

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

Additional leave of absence may be taken under 17.05(i) Parental Leave.

- b) An employee who is on pregnancy leave as provided under this Agreement, who has completed ten (10) months of continuous service and has applied for and is in receipt of Employment Insurance pregnancy/parental benefits pursuant to the Employment Insurance system, shall be paid a supplemental employment benefit. That benefit will be equivalent to the difference between eighty-four percent (84%) of her regular weekly earnings and the sum of her weekly rate of Employment Insurance benefits and any other earnings. Such payment shall commence following completion of the two (2) week (effective September 29, 2023, one (1) week) Employment Insurance waiting period and receipt by the Employer of the employee's Employment Insurance cheque stub as proof that she is in receipt of Employment Insurance pregnancy/parental benefits and shall continue while the employee is in receipt of such benefits for a maximum period of fifteen (15) weeks. The employee's regular weekly earnings shall be determined by multiplying her regular hourly rate on her last day worked prior to the commencement of the leave times her normal weekly hours.

Effective September 29, 2023, in the event an employee entitled to the supplemental employment benefit above elects to take the extended leave option available under the Employment Insurance Act, the parties agree that the total dollar amount received by that employee under the supplemental employment benefit will equal the total dollar amount that would have been received had the employee not made such election.

The employee does not have any vested right except to receive payment for the covered unemployment period. The plan provides that payments in respect of

guaranteed annual remuneration or in respect of deferred remuneration or severance pay benefits are not reduced or increased by payments received under the plan.

- c) An employee who does not apply for leave of absence under 17.05(a)(i) and who is otherwise entitled to pregnancy leave, shall be entitled to and shall be granted leave of absence in accordance with 17.05(a)(i) upon providing the Employer, before the expiry of two (2) weeks after she ceased to work, with a certificate of a legally qualified medical practitioner stating that she was not able to perform the duties of her employment because of a medical condition arising from her pregnancy, and giving the estimated date upon which, in his opinion, delivery will occur or the actual date of delivery.
- d) An employee who intends to resume her employment on the expiration of the leave of absence granted to her under this article shall so advise the Employer when she requests 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 her former job, and former shift if her shift was designated.

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

- e) 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 operation, reinstate the employee to her 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 system or practice shall reinstate the employee in accordance with the provisions of 17.05(d).
- f) Such absence is not an illness under the interpretation of this Agreement, and sick leave benefits cannot be used.
- g) 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.
- h) Upon expiry of seventeen (17) weeks' pregnancy leave, an employee may immediately commence parental leave as provided under the Parental Leave provisions of this Agreement. The employee shall give the Employer at least two (2) weeks' notice, in writing that she intends to take parental leave.
- i) **Parental Leave**
 - (i) 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 the child or the date the child first came into the care or custody of the employee shall be entitled to parental leave.

- (ii) 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 his or her own.

- (iii) Parental leave must begin no later than fifty-two (52) weeks after the day the child is born or comes into the 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 thirty-five (35) weeks in duration if the employee also took pregnancy leave and thirty-seven (37) weeks in duration if she did not.
- (iv) An employee not on pregnancy leave requesting parental leave shall give the Employer four (4) weeks written notice of the date the leave is to begin. An employee may end her parental leave as set out in paragraph (iii) above (or earlier) by giving the Employer written notice at least four (4) weeks before the last day of the leave.
- (v) For the purposes of Parental Leave, the provisions under 17.05(a), (d), (e), (f), (g) and (h) shall also apply.

17.06 Paid Jury and Court Witness Leave

If an employee is required to serve as a juror in any court of law, or is required to attend as a witness in a court proceeding in which the Crown is a party, or is required by subpoena to attend a court of law or Coroner's inquest in connection with a case arising from the employee's duties at the Nursing Home, the employee shall not lose regular pay because of such attendance provided that the employee:

- a) notifies the Employer immediately on the employee's notification that he will be required to attend at court;
- b) presents proof of service requiring the employee's attendance.

When calculating any loss to an employee under this provision, the Employer shall be entitled to credit for all monies received by the employee as a juror or witness, except for those monies paid to defray expenses.

17.07 Education Leave

Leave of absence with pay and without loss of seniority shall be granted to allow employees time to write examinations to qualify as registered practical nurses or registered nurses providing, they have one year of service and such employee remains in the employ of the Employer for one additional year. Where an employee is required by the Employer to attend at a training course, the Employer shall pay the full cost associated with the courses and she shall be paid her regular rate of pay for all hours attending at the course.

17.08 General Leave

Written request for a general leave of absence without pay and without loss of seniority will be considered on an individual basis. Such requests are to be submitted to the employee's supervisor at least four (4) weeks in advance, unless not reasonably possible to give such notice, and a written reply will be given within fourteen (14) days except in case of emergency in which case a reply will be given as soon as possible.

ARTICLE 18 - PAYMENT OF WAGES AND ALLOWANCES

18.01 Pay Days

The Employer shall pay salaries and wages every second Friday and pay shall be in accordance with Schedule "A" attached hereto and forming part of this Agreement. On each payday each employee shall be provided with an itemized statement of his/her wages and deductions. Direct deposit will be made at a financial institution of the employee's choice. Pay shall be deposited by the Employer no later than 12:01 a.m. on the payday.

Where an error by the Employer exceeds fifty (\$50) dollars on a pay, the Employer will issue a manual cheque to reimburse the employee the amount of the error.

18.02 Equal Pay for Equal Work

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

18.03 Pay during Temporary Transfers

- a) An employee relieving in or performing the duties of a lower rated classification than that held by the employee shall maintain his or her wage rate.
- b) An employee relieving in or performing the duties of a higher rated classification shall receive the higher rate of pay for the period of relief.

18.04 Vacation Pay

Vacation pay shall be payable to an employee while taking vacation and on the regular paydays which correspond to the period during which leave is taken.

A part-time employee may, upon giving at least two (2) weeks' notice, receive all vacation pay which has accrued to her credit on the pay day which immediately precedes the start of her vacation. An employee who makes such request may only do so once per calendar year and thereafter must wait until the next calendar year to have access to any further accrued vacation pay. The Employer will process the vacation pay so as to minimize the tax and other withholdings on the vacation pay.

18.05 Job Classification

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

When the Home makes a substantial change in the job content of an existing classification which in reality causes such classification to become a new classification, the Home agrees

to meet with the Union if requested, to permit the Union to make representation with respect to the appropriate rate of pay.

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

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

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

ARTICLE 19 - HEALTH AND WELFARE BENEFITS

- 19.01** i) The Employer agrees that should OHIP become funded by the payment of premiums, or the equivalent, the Employer will pay one hundred percent (100%) of the full cost of such premiums. The Employer will pay one hundred (100%) percent of the Blue Cross Extended Health Care 10/20 deductible or equivalent. Effective August 1, 2025, each type of paramedical practitioner covered by the plan will increase from \$300 per calendar year to \$375 per calendar year. Administration is subject to the terms of the plan.
- ii) Vision - Effective August 1, 2025, the Employer will pay one hundred percent (100%) of the Vision Care Plan of four hundred (\$400) every two years.
- iii) Drug Coverage - The parties agree to discuss locally and implement upon agreement, generic substitution for the drugs available in the drug plan, unless otherwise prescribed by the employee's doctor. The Employer will ensure the insurance carrier provides a drug card for employees.
- iv) Dental - The Employer agrees to pay fifty percent (50%) of the total premium costs for employees for Blue Cross Dental Plan No. 9 or equivalent. It is agreed that the employees shall pay the remaining fifty percent (50%). Effective August 1, 2025 Dental coverage to be set at the current year of the ODA fee schedule. Introduce restriction on fluoride treatment so that only persons under eighteen (18) years of age will qualify for coverage.
- 19.02** The Employer further agrees to contribute one hundred (100%) percent of the total premium of a group life insurance policy for each employee (\$10,000.00) of coverage. Effective the first of the month following Ratification, this shall be amended to \$15,000.00 of coverage.
- 19.03** a) The Employer will cease its contributions to the welfare plans provided in Article 19.01 where the employee is absent from work for more than three (3) months due to lay-off, non-compensable injury, leave of absence without pay or illness.

During an unpaid absence exceeding thirty (30) calendar days, credit for service for purposes of salary increment, vacation, sick leave, or any other benefits under any provisions of the Collective Agreement or elsewhere shall be suspended and the employee's seniority date adjusted as seniority will not accumulate during such absence.

Notwithstanding this provision, service shall accrue for a period of fifteen (15) weeks if an employee's absence is due to a disability resulting in WSIB benefits.

- b) The Employer will cease its contributions to the welfare plans provided in Article 19.01 where the employee is absent from work for more than twelve (12) months due to compensable injury.

19.04 Nursing Homes and Related Industries Pension Plan (NHRIPP)

Eligible employees covered by this Collective Agreement shall be enrolled in the Nursing Homes and Related Industries Pension Plan. In this Article, the terms used shall have the meanings as described:

- .01) "Plan" means the Nursing Homes and Related Industries Pension Plan, being a multi-employer plan.

"Applicable Wages" means the basic straight time wage for all hours worked including:

- (i) the straight time component of hours worked on a holiday;
- (ii) holiday pay, for the hours not worked; and
- (iii) vacation pay;
- (iv) paid sick leave;
- (v) paid bereavement leave;
- (vi) paid jury duty leave;
- (vii) paid negotiations and grievance meetings.

All other payments, premiums, allowances, and similar payments are excluded.

"Eligible Employee" is defined as full-time and part-time employees in the bargaining unit who have completed nine hundred and seventy-five (975) hours of service and who are not prohibited from contributing to the Plan by legislation or the Plan rules because of their age or because they are in receipt of a pension from the Plan.

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

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

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

- .03) The employee and Employer contributions shall be paid to the Plan within thirty (30) days after the end of the calendar month in which the pay period ends for which the contributions are attributable.
- .04) The Union acknowledges and agrees that other than making its contribution to the Plan as set out in this Article, the Employer shall not be obligated to contribute towards the cost of benefits provided by the Plan or be responsible for providing any such benefits.

The Union and the Employer acknowledge and agree that under current pension legislation, and/or regulations, the Employer has no requirement to fund any deficit in the Plan but is required to contribute only that amount as required by the Collective Agreement in force between the parties.

It is understood and agreed by the Employer and the Union that should the current pension legislation or regulations be changed so that the Employer's obligation to contribute to the Plan exceeds the amount specified in the Collective Agreement then in force, the parties will meet directly to finalize methods to relieve the Employer of this increased obligation to the extent that any such obligations exceed that which the Employer would have if the Plan were a defined contribution plan.

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

The information required to be provided by the employer may be provided in the form normally maintained by the Employer, whether on computer disc, manual records, or otherwise. 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 Administrator of the Plan and Employer are unable to agree on the form of such access, a mutually acceptable third party such as a firm of accountants and auditors shall be retained at the expense of the Plan to obtain such information from the Employer's files.

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 request shall be borne by the Plan.

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

- i To be Provided Once Only at Plan Commencement:
 - Date of Hire
 - Date of Birth
 - Date of First Remittance
 - Seniority List (for the purpose of calculating past service credit)

- ii To be Provided with each Remittance:
 - Name
 - Social Insurance Number
 - Monthly Remittance
 - Pensionable Earnings
 - YTD pension contributions
 - Employer portion of arrears owing due to error, or late enrolment by the Employer

- iii To be Provided Once and if Status Changes:
 - Full Address as provided to the Home
 - Termination date where applicable (MMDDYY)

- iv To be Provided Once if they are Readily Available:
 - Gender
 - Marital Status

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

- .06) The Employer agrees to be bound by the terms of the Agreement and Declaration of Trust dated February 13, 1990 and the rules and regulations of the Plan adopted by the Trustees; both as may be amended from time to time.

19.05 Effective November 28, 2023, the existing article 19.04 is to be deleted and replaced with the following language:

Healthcare of Ontario Pension Plan (HOOPP)

The Employer shall be a Participating Employer in the Healthcare of Ontario Pension Plan (“HOOPP”) as per the terms of that Plan. All full-time employees shall be enrolled in HOOPP. All present non-full-time employees shall be offered membership in HOOPP immediately. All new non-full-time employees shall be offered membership in HOOPP on their first day of employment and can join HOOPP at any time subject to the eligibility requirements of the plan.

ARTICLE 20 – HEALTH & SAFETY

20.01 Joint Health and Safety Committee

- a) The Employer and Union agree to establish a Joint Health and Safety Committee, as required, and defined by the *Occupational Health and Safety Act*. Union representatives to the Joint Health and Safety Committee shall be bargaining unit members selected by the local union membership.
- b) All incidents involving violence shall be brought to the attention of the Joint Health and Safety Committee. The Employer agrees that the Joint Health and Safety Committee shall concern itself with all matters relating to violence to staff including but not limited to, policy, and/or training recommendations, which will be forwarded to the Employer. The Committee shall provide a copy of the Incident Report detailing health and safety issues to the Union within 24 hours of completion.

20.02 Violence Policies and Procedures

- a) The JHSC will review the existing working violence policy at the first meeting of the Committee following ratification of this Agreement. Such policy shall be reviewed periodically thereafter at the discretion of the Committee.
- b) The policy will address the prevention of violence, the management of violent situations and the provision of support to employees who have experienced violence. The policies and procedures shall be part of the Employer's health and safety policy, and written copies shall be provided to each employee. The policies and procedures will include but not be limited to:
 - (i) Provision of adequate information about the previous actual or potential violent behaviour of a resident or client towards employees;
 - (ii) Adequate arrangements to investigate cases where violence and assaults against employees have occurred;
 - (iii) Provision for the Joint Health and Safety Committee or Health and Safety Representative to annually review and/or amend the effectiveness of anti-violence policies.

20.03 Violence in the Workplace

- a) The parties agree that violence for all purposes in the collective agreement shall be defined as any actual, attempted or threatened or implied conduct of a person that causes or is likely to cause physical and/or psychological trauma/harm/injury/illness, in accordance with the Occupational Health and Safety Act. The parties agree that such incidents will not be condoned. Any employee who believes they have been subjected to such incident shall report this to a supervisor who will take every precaution reasonable in the circumstances for the protection of the worker and to rectify the situation. For purposes of sub-article (a) only, employees as referred to herein shall mean all employees of the Employer notwithstanding Article 2.01.
- b) The Employer agrees to develop formalized policies, measures, procedures and training in consultation with the Joint Health and Safety Committee to deal with workplace violence. The policy will address the prevention of violence and the management of violent situations and support to employees who have faced

workplace violence. These policies, measures and procedures will include but are not limited to:

- i) Assessing and reassessing risk
 - ii) control risks
 - iii) designing safe procedures for employees
 - iv) a system/process that can alert all employees about a person with a history of violent behaviour and their triggers
 - v) protection of employees
 - vi) how to summon immediate assistance
 - vii) investigate all incidents of workplace violence
 - viii) communicate and provide adequate training and education
 - ix) report all incidents of workplace violence
- c) The Employer will report all incidents of violence as defined herein to the Joint Health and Safety Committee for review.
- d) The Employer agrees to provide training, education and information on the prevention of violence and all measures and procedures in the workplace violence program to all employees who come into contact with potentially aggressive persons. This training will also be done during a new employee's orientation and updated as required.
- e) The Employer will inform the Union within three (3) days of any employee who has been subjected to violence while performing their work. Such information shall be submitted in writing to the Union as soon as practicable.
- f) The Employer and the Union recognize the Employer's obligation under section 25 (2)(h) to take every precaution reasonable to protect employees and section 32.0.5 (3) of the OHS Act to provide information, including personal information, to an employee related to a risk of workplace violence from a person with a history of violent behaviour.

The Employer, in consultation with the JHSC or health and safety representative, shall develop an effective written measure and procedure to put in place a visible warning system for all employees who may be exposed to residents who have a history of violent behaviour. Such system shall include flagging measures such as:

- i) Information about individual resident's triggers.
- ii) Pre-admitting checklist.
- iii) Computerized record of resident's history of violence.
- iv) Readily visible signage on the outside of the resident chart.
- v) Visible notation on the face sheet of the resident chart.
- vi) A method to communicate pertinent information about a person with a history of violent behaviour to those that need to know.

Training on these measures and procedures will be developed, established and provided in consultation with the JHSC or health and safety representative.

20.04 Workplace Hazard

The Employer shall:

- a) Inform employees of any situation relating to their work which may endanger their health and safety, as soon as it learns of the said situation;
- b) Inform employees regarding the risks relating to their work and provide training and supervision so that employees have the skills and knowledge necessary to safely perform the work assigned to them; and
- c) Ensure that the applicable measures and procedures prescribed in the *Occupational Health & Safety Act* are carried out in the workplace.

20.05 Any employee who believes he/she has been subjected to workplace violence shall report this to a supervisor who will make every reasonable effort to rectify the situation.

20.06 Refusal Work where Health and Safety is in Danger

An employee may refuse to work where and as permitted by the Occupational Health and Safety act and in circumstances employees shall enjoy the full protection of the legislation. It is recognized by the parties that employees have a limited right to refuse under the *Occupational Health and Safety Act*. To assist employees with a full understanding of those rights, the JHSC will work to develop a policy outlining those rights and keep the policy current with the legislation.

20.07 Damage to Personal Property

The Employer will compensate an employee for the value of the damage or loss of personal property including but not limited to clothing, eyeglasses, and watches in the event such property is damaged or destroyed by a resident while the employee is performing his or her regular duties, but such compensation shall not extend to items of personal jewellery.

20.08 Injury Pay Provisions

- a) An employee who is injured or traumatized during working hours and is required to leave for treatment or is sent home for such incident shall receive payment for the remainder of the shift at the employee's regular rate of pay without deduction from sick leave.
- b) The Employer will provide a referral to counselling for employees who have been exposed to violence or aggression in the workplace.

20.09 Transportation

Transportation to the nearest physician or hospital for employees requiring care by a physician or hospital, as a result of a workplace incident shall be at the expense of the Employer.

20.10 Employee Duties

An employee shall:

- a) work in compliance with the provisions of the *Occupational Health and Safety Act* and the regulations;
- b) use or wear the equipment, protective devices, or clothing that the worker's Employer requires to be used or worn;

- c) report to his or her Employer or supervisor the absence of or defect in any equipment or protective device of which the worker is aware and which may endanger himself, herself, or another worker; and
- d) report to his or her Employer or supervisor any contravention of the *Occupational Health and Safety Act* or the regulations or the existence of any hazard, including and not limited to an instance of violence or the risk of violence, of which he or she knows.

20.11 Duties of the Employer

The Employer shall ensure that it observes the duties prescribed in the *Occupational Health and Safety Act* as provided in subsections 25(1) to 25(4) shall be observed, these include but are not limited to ensuring that:

- a) the equipment, materials, and protective devices as prescribed are provided;
- b) the equipment, materials and protective devices provided by the Employer are maintained in good condition;
- c) the measures and procedures prescribed are carried out in the workplace;
- d) the equipment, materials and protective devices provided by the Employer are used as prescribed; and
- e) a floor, roof, wall, pillar, support, or other part of a workplace is capable of support all loads to which it may be subjected without causing the materials therein to be stressed beyond the allowable unit stresses established under the *Building Code Act*.

20.12 Infectious Diseases

- a) The Employer shall take every precaution reasonable in the circumstances for the protection of a worker. [*Occupational Health and Safety Act, s. 25 (2) (h)*].
- b) When faced with occupational health and safety decisions, the Home will not await full scientific or absolute certainty before taking reasonable action(s) including but not limited to, providing readily accessible personal protective equipment that reduces risk and protects employees.
- c) Homes will ensure adequate stocks of the N95 respirator or equivalent or better (or such other personal protective equipment as the parties may in writing agree) to be made available to bargaining unit members at short notice in the event that there are reasonable indications of the emergence of a pandemic, epidemic or outbreak of an infectious disease in the community served by the Home.
- d) A worker who is required by their employer to wear or use any protective clothing, equipment or device shall be instructed and trained in its care, use and limitations before wearing or using it for the first time and at regular intervals thereafter and the worker shall participate in such instruction and training. Personal protective equipment that is to be provided, worn or used shall, be properly used and maintained, be a proper fit, be inspected for damage or deterioration and be stored in a convenient, clean and sanitary location when not in use. [*O. Reg. 67/93 – Health Care*].

- e) The Home agrees to cooperate in providing necessary information and management support to enable the Joint Health and Safety Committee to fulfil its functions. In addition, the Home will provide the Committee with access to the Home's pandemic plan and related risk assessment, all accident reports, health and safety records, notifications of exposure to an infectious or contagious disease, and any other pertinent information in its possession. The Home will also provide the Committee with reports on fit testing compliance annually and personal protective equipment inventory on a quarterly basis. The Committee shall respect the confidentiality of the information.
- f) Pregnant employees may request to be temporarily transferred from their current duties if, in the professional opinion of the employee's physician a risk to the pregnancy and/or unborn child is identified. If a temporary transfer is not feasible, the employee will be granted an unpaid leave of absence before the commencement of the pregnancy leave.

ARTICLE 21 - GENERAL CONDITIONS

21.01 Bulletin Board

The Employer shall provide a 24" X 36" bulletin board which shall be placed in the staff lounge so that all employees will have access to it and upon which the Union shall have the right to post notices of meetings and such other notices as may be of interest to the employees with a copy of such notices given to the Administrator or his/her designated representative. Such approval shall not be unreasonably withheld.

21.02 Overtime Meal Allowance

Employees required to work more than two (2) hours overtime consecutive with a shift shall be provided with a meal by the Employer.

21.03 Plural and Feminine Terms May Apply

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

21.04 Shift Differential

Effective the start of the first pay period after ratification:

Regular employees working shift work shall receive a shift differential. Employees who complete a full shift where the majority of worked hours fall between 1500 and 0800 hours shall be paid a shift premium of two dollars (\$2.00) per hour.

Employees shall receive two dollars (\$2.00) per hour for all hours worked from 2300 hours Friday until 2300 hours Sunday.

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

- 21.05** The Employer agrees to provide to all employees under the coverage of this Agreement, a copy of the Collective Agreement. The cost of reproducing the Agreement shall be shared on a 50/50 basis to a maximum of \$150.

ARTICLE 22 - REGULAR PART-TIME EMPLOYEES CLAUSES

22.01 The following clauses shall apply to employees who are regularly employed for not more than twenty-four (24) hours per week and students employed during the school vacation period:

a) Probation

An employee will be on probation and will not have any seniority standing with the Employer until he/she has completed three hundred thirty-seven and one-half (337-1/2) hours of work and these hours shall be applied to their seniority.

During the probationary period, employees shall be entitled to all rights and privileges of this Agreement, except that a discharge of a probationary employee is not subject to the grievance and arbitration procedures and does not constitute a difference between the parties. After completion of the probationary period, seniority shall be effective from the original date of employment.

b) Seniority List

A seniority list for part-time employees shall be posted in January and in July of each year, and during the first thirty (30) calendar days of the posting, the employees shall have an opportunity of questioning their own individual seniority standing, and after this time, the seniority list as posted or amended as the case may be, shall not be open to question by the employees or the Union. Notwithstanding the above, a part-time employee absent from work because of compensable injury or compensable illness shall accumulate seniority on the basis of the average amount of hours worked by other part-time employees during such absence in the eighteen (18) months following the date of the injury.

The seniority list shall show the employees' seniority in terms of total number of hours worked.

All part-time employees shall progress through the vacation grid and through the wage grid on the basis that 1800 hours worked is equal to one (1) year of service.

- (i) an employee whose status is changed from full-time to part-time shall receive full credit for his seniority and services;
- (ii) an employee whose status is changed from part-time to full-time shall receive credit for his seniority and service on the basis of one (1) year for each 1800 hours worked.

During an unpaid absence exceeding thirty (30) calendar days, credit for service for purposes of salary increment, vacation, sick leave, or any other benefits under any provisions of the Collective Agreement or elsewhere shall be suspended and the employee's seniority date adjusted as seniority will not accumulate during such absence.

Notwithstanding this provision, service shall accrue for a period of fifteen (15) weeks if an employee's absence is due to a disability resulting in WSIB benefits.

c) Paid Holidays

Effective December 31, 2025, employees working any of the below-named paid holidays

will receive pay at the rate of time and one-half the employee's regular hourly rate for every hour worked on such day.

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

d) Vacations

Effective May 1, 2025, employees who have been continuously in the active employ of the Employer for a period exceeding twelve (12) months shall be entitled to the following vacation entitlement:

Continuous Years of Service	Vacation Entitlement
Less than 1 year of service	at 4% of gross earnings
After 1 year of service	2 calendar weeks at the rate of 4% of gross earnings
After 3 years of service	3 calendar weeks of the rate of 6% of gross earnings
After 8 years of service	4 calendar weeks at the rate of 8% of gross earnings
After 12 years of service	5 calendar weeks at the rate of 10% of gross earnings
After 20 years of service	6 calendar weeks at the rate of 12% of gross earnings
After 28 years of service	7 calendar weeks at the rate of 14% of gross earnings

It is agreed and understood that for the purposes of vacation entitlement, one year of service is equal to 1800 hours worked.

e) Health and Welfare - Fringe Benefits

Prior to December 31, 2025, employees shall receive an additional 6% of their regular rates as outlined in Schedule "A" hereto attached for all hours paid in lieu of health and welfare and fringe benefits.

Effective December 31, 2025, employees shall receive an additional fourteen percent (14%) of their regular straight time hourly rate for all straight time hours as outlined in Schedule "A" paid in lieu of holiday pay and health and welfare and fringe benefits.

- f) Effective prior to December 31, 2025, the following articles of this Agreement do not apply to employees who are regularly employed for not more than twenty-four (24) hours per week and students employed during the school vacation period:

Article 9.02, 9.03
Article 12.01, 12.02, 12.03
Article 13
Article 14.01, 14.03, 14.05
Article 15
Article 16, but not 16.08

Effective December 31, 2025, The following articles of this Agreement do not apply to employees who are regularly employed for not more than twenty-four (24) hours per week and students employed during the school vacation period:

Article 9.02, 9.03
Article 12.01, 12.02, 12.03
Article 13
Article 14.01, 14.02, 14.03, 14.05, 14.06
Article 15
Article 16, but not 16.08

g) Hours of Work and Overtime

The normal daily hours of work exclusive of a thirty (30) minute meal period shall be seven and one-half (7-1/2) hours per day. The provisions contained herein do not represent a guarantee of daily or weekly hours of work.

Hours of work on the posted work schedule for part-time employees will be distributed on an equitable basis amongst those employees normally performing the work. Where additional shifts or hours become available beyond those referred to immediately above, these shall be offered on a rotational basis to part-time employees who normally perform the work. Employees shall be listed for additional shifts or hours on a roster, by order of seniority.

Overtime

Overtime at time and one-half (1-1/2) the employee's regular rate of pay shall be paid for all authorized work in excess of seven and one-half (7-1/2) hours in any one day.

Additional Shifts or Additional Hours of Work

Where additional shifts or additional hours of work become available over and above the assigned hours per week, they shall be distributed in order of seniority to qualified employees who are available and willing to do the work.

Weekends Off

Part-time employees shall be scheduled to allow for one (1) weekend off in four (4), except if the employee waives the weekend by accepting a call-in shift or otherwise (weekends to be 48 consecutive hours in duration and to include Saturday and Sunday). A part-time employee required to work on the fourth weekend shall be paid at a rate of time and one half of his/her regular rate.

ARTICLE 23 – UNIFORM / SHOE ALLOWANCE

23.01 Employees required to wear a uniform by the Employer will be entitled to be reimbursed for a portion of the costs associated with purchasing uniforms and/or shoes. Full-time employees shall be entitled to up to \$100 per year, part-time employees for up to \$75 per year, and unscheduled part-time employees for up to \$25 per year. These amounts shall be pro-rated for new employees.

To be eligible for this allowance, employees must provide detailed receipts to the Employer by December 15 of every year. The payments owing will be issued on the first pay in January. Any failure on the part of the employee to submit receipts by the December 15 deadline and/or any unused amounts shall not be carried over and are deemed to be forfeited.

ARTICLE 24 - TERM OF AGREEMENT

24.01 Effective Date

This Agreement shall be binding and remain in effect from January 1, 2022, until December 31, 2025, and shall continue from year to year thereafter unless either party gives to the other party notice in writing within ninety (90) days prior to the expiration date in each year that it desires its termination or amendment.

24.02 Changes in Agreement

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

24.03 Notice of Changes

Within fifteen (15) days of receipt of such notice by one party, the other party is required to enter into negotiations for a renewal or revision of the Agreement and both parties shall thereupon enter into such negotiations in good faith and make every reasonable effort to consummate a revised or new Agreement.

SIGNED electronically this 15th day of September, 2025.

ON BEHALF OF THE CANADIAN
UNION OF PUBLIC EMPLOYEES AND
ITS LOCAL 1465

Carole Labreche

Carole Labreche (2025-09-19 14:10:01 EDT)

Terri Fawcett

Terri Fawcett (2025-09-15 11:18:59 EDT)

Rachelle Nadeau

Rachelle Nadeau (2025-09-17 19:02:07 EDT)

Sean Wilson

Sean Wilson (2025-09-15 10:52:34 EDT)

ON BEHALF OF THE ALGONQUIN
NURSING HOME OF MATTAWA



Amy Morrison (2025-09-15 11:23:24 EDT)

Natalie McNabb

Natalie McNabb (2025-09-15 10:55:18 EDT)

SCHEDULE "A" – WAGE RATES & CLASSIFICATIONS

Effective January 1, 2022 (+ 4.75%)			
	START	1 YEAR	2 YEAR
Dietary, Laundry, Housekeeping	22.86	23.32	23.68
Cook	25.37	25.80	26.28
RPN	31.84	32.69	33.59
NA, Activity (Students/Feeding)	24.55	25.05	25.44
HCA, PSW, UCP	24.06	24.55	24.93
Ward Clerk	25.63	26.16	26.55
Maintenance	28.57	29.15	29.59

Effective January 1, 2023 (+ 3.5%)			
	START	1 YEAR	2 YEAR
Dietary, Laundry, Housekeeping	23.66	24.14	24.51
Cook	26.26	26.70	27.20
RPN	32.95	33.83	34.77
NA, Activity (Students/Feeding)	25.41	25.93	26.33
HCA, PSW, UCP	24.90	25.41	25.80
Ward Clerk	26.53	27.08	27.48
Maintenance	29.57	30.17	30.63

Effective December 31, 2023 (adjust - RPN and Dietary)			
	START	1 YEAR	2 YEAR
Dietary	23.90	24.39	24.76
RPN	38.65	39.68	40.78

Effective January 1, 2024 (+ 3%)			
	START	1 YEAR	2 YEAR
Laundry, Housekeeping	24.37	24.86	25.25
Dietary	24.62	25.12	25.50
Cook	27.05	27.50	28.02
RPN	39.81	40.87	42.00
NA, Activity (Students/Feeding)	26.17	26.71	27.12
HCA, PSW, UCP	25.65	26.17	26.57
Ward Clerk	27.33	27.89	28.30
Maintenance	30.46	31.08	31.55

Effective January 1, 2025 (+ 3%)			
	START	1 YEAR	2 YEAR
Laundry, Housekeeping	25.10	25.61	26.01
Dietary	25.36	25.87	26.27
Cook	27.86	28.33	28.86
RPN	41.00	42.10	43.26
NA, Activity (Students/Feeding)	26.96	27.51	27.93
HCA, PSW, UCP	26.42	26.96	27.37
Ward Clerk	28.15	28.73	29.15
Maintenance	31.37	32.01	32.50

Effective April 21, 2022, Personal Support Workers (PSWs) hired as a PSW to provide personal support services in accordance with the requirements set out in section 52 of O. Reg. 246/22 under the Fixing Long-Term Care Act, 2021 will receive a permanent wage enhancement of \$3/hour in addition to their hourly wages under Schedule A as per the current practice.

Retroactivity

For all current employees, the new wage rates set out in this Agreement shall be retroactive to the dates as agreed to by the Union and the Employer, for all paid hours. Similarly, for those who have terminated since January 1, 2022, the new wage rates shall be paid retroactively for all paid hours until the date of their respective termination. The Employer shall notify employees who have terminated within 30 days of a Memorandum of Settlement or the issuance of an award by registered mail at their last known address. They shall have thirty (30) days from the date of notification thereof by the Employer to request their pay.

The Employer must provide all retroactivity within sixty (60) days of the Interest Arbitration Award and/or receiving written notice of ratification. All retroactivity will be paid to employees on a separate cheque or itemized on an employee's regular cheque.

LETTER OF UNDERSTANDING

BETWEEN:

THE ALGONQUIN NURSING HOME OF MATTAWA

("EMPLOYER")

-AND-

CANADIAN UNION OF PUBLIC EMPLOYEES AND ITS LOCAL 1465

("UNION")

Cumulative Full-Time Employees

1. A "Cumulative Full-Time Employee" shall be defined as an employee who works in more than one job classification and who is regularly employed for 70 hours biweekly, or more;
2. A cumulative full-time employee shall be considered a full-time employee for the purposes of any application of the Collective Agreement and shall enjoy all the same benefits inherent with that status. For clarity, the following considerations apply;
 - a. A cumulative full-time employee shall be credited all seniority and placed on the seniority list with all other full-time employees (Article 9.02);
 - b. A cumulative full-time employee shall be entitled to the benefit of the lay-off provisions set out in the Collective Agreement if such employee suffers a reduction in his/her regular hours of work (Article 11.01(a)) or, in addition to Article 11.01(a), if such employee loses the work of one of the classifications in which he/she is regularly employed;
 - c. A cumulative full-time employee shall be entitled to displace other employees, either full-time or part-time, based on the criteria set out in Article 11 of the collective Agreement (11.01(c)).
 - d. A cumulative full-time employee shall enjoy all the same benefits as prescribed in the collective Agreement as other full-time employees;
3. For clarity, the posting obligations of the Collective Agreement (Article 10) shall apply to a cumulative full-time position.

SIGNED electronically this 15th day of September, 2025.

ON BEHALF OF THE CANADIAN
UNION OF PUBLIC EMPLOYEES AND
ITS LOCAL 1465

Carole Labreche

Carole Labreche (2025-09-19 14:10:01 EDT)

Terri Fawcett

Terri Fawcett (2025-09-15 11:18:59 EDT)

Rachelle Nadeau

Rachelle Nadeau (2025-09-17 19:02:07 EDT)

Sean Wilson

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Amy Morrison (2025-09-15 11:23:24 EDT)

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LETTER OF UNDERSTANDING

BETWEEN:

THE ALGONQUIN NURSING HOME OF MATTAWA

("EMPLOYER")

-AND-

CANADIAN UNION OF PUBLIC EMPLOYEES AND ITS LOCAL 1465

("UNION")

Unscheduled Part-Time Employees LOU Committee:

The parties agree that the following letter will remain in effect for a period of ninety (90) days after ratification to allow the parties to meet for the purpose of negotiating a revised LOU regarding Unscheduled Part-Time Employees. The parties will meet with two (2) Employer and (2) union members (in addition to CUPE National Union representative(s)) following ratification. Meetings of this committee shall be held during the employees' normal working hours. Time spent attending such meetings shall be deemed to be work time for which the representative(s) shall be paid by the Employer at his or her regular rate as may be applicable.

Unscheduled Part-Time Employees

The parties agree that the Employer will be permitted to hire a group of part-time employees, referred to as Unscheduled Part-Time employees, that will have differing scheduling regulations to that of regular part-time employees (4 PSW, 2 RPN, 2 Kitchen, 2 Laundry, 2 Housekeeping, or a number mutually agreed to by both parties).

Unscheduled Part-Time employees shall not have guaranteed hours of work and shall only be utilized when there are not full-time or part-time employees available to work on a particular shift or where working the shift would put the full-time or part-time employee in a premium position by virtue of working such shift.

Unscheduled Part-Time employees shall form part of the Collective Agreement and shall enjoy the same benefits as those enjoyed by regular part-time employees, with the exception of guaranteed hours of work.

Prior to the addition of any Unscheduled Part-Time positions in any Department of the Home, the Employer agrees to meet to discuss its intent to do so with the Union.

An unscheduled part-time employee that fails to work any offered shifts within a three (3) month period will be deemed terminated. The parties agree that this shall not apply to employees on an approved leave.

SIGNED electronically this 15th day of September, 2025.

ON BEHALF OF THE CANADIAN
UNION OF PUBLIC EMPLOYEES AND
ITS LOCAL 1465

ON BEHALF OF THE ALGONQUIN
NURSING HOME OF MATTAWA

Carole Labreche

Carole Labreche (2025-09-19 14:10:01 EDT)

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LETTER OF UNDERSTANDING

BETWEEN:

THE ALGONQUIN NURSING HOME OF MATTAWA

("EMPLOYER")

-AND-

CANADIAN UNION OF PUBLIC EMPLOYEES AND ITS LOCAL 1465

("UNION")

Full-Time Positions Working Less Than Full-Time Hours

The parties agree that any full-time employee working less than full-time hours as of the date of ratification, will be required to work the commitment expected of all full-time employees in the bargaining unit the earlier of September 30, 2016, or the date the positions become vacant.

SIGNED electronically this 15th day of September, 2025.

ON BEHALF OF THE CANADIAN
UNION OF PUBLIC EMPLOYEES AND
ITS LOCAL 1465

ON BEHALF OF THE ALGONQUIN
NURSING HOME OF MATTAWA

Carole Labreche

Carole Labreche (2025-09-19 14:10:01 EDT)



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LETTER OF UNDERSTANDING

BETWEEN:

THE ALGONQUIN NURSING HOME OF MATTAWA

(“EMPLOYER”)

-AND-

CANADIAN UNION OF PUBLIC EMPLOYEES AND ITS LOCAL 1465

(“UNION”)

Transfer of Pension Assets to HOOPP

The Parties agree that reasonable efforts will be made to ensure that an employee’s period of employment with the Employer before it joined the HOOPP will be recognized as eligible service in HOOPP, and that this period of employment shall also be eligible for a past service purchase of credited service under HOOPP at the individual employee’s discretion. The Parties agree that, should any individual employee agree, all efforts will be made to allow a timely transfer of employee’s pension funds under the Nursing Homes and Related Industries Pension Plan (NHRIPP) to HOOPP for the purpose of funding a past service purchase for the employee.

This LOU will remain in effect for the duration of this collective agreement.

SIGNED electronically this 15th day of September, 2025.

ON BEHALF OF THE CANADIAN
UNION OF PUBLIC EMPLOYEES AND
ITS LOCAL 1465

ON BEHALF OF THE ALGONQUIN
NURSING HOME OF MATTAWA

Carole Labreche

Carole Labreche (2025-09-19 14:10:01 EDT)



Amy Morrison (2025-09-15 11:23:24 EDT)

Terri Fawcett

Terri Fawcett (2025-09-15 11:18:59 EDT)

Natalie McNabb

Natalie McNabb (2025-09-15 10:55:18 EDT)

Rachelle Nadeau

Rachelle Nadeau (2025-09-17 19:02:07 EDT)

Sean Wilson

Sean Wilson (2025-09-15 10:52:34 EDT)

LETTER OF UNDERSTANDING

Between
The Algonquin Nursing Home of Mattawa
(The Employer)
And
CUPE Local 1465-03
(The Union)

RE: Portability of Service

The parties agree to the following

An employee hired by the Algonquin Nursing Home with recent and related experience may submit a request for consideration for such experience at the time of hiring. The employee must provide documentation along with the request verifying the previous recent and related experience. If the claim is approved by the Employer, the employee shall be slotted in that step of the wage progression consistent with one (1) year's service for every one (1) year of related experience in the classification. It is understood and agreed that the foregoing shall not constitute a violation of the Schedule "A" – Wage Rates & Classifications under the collective agreement.

This Letter of Understanding will remain in effect until the next round of bargaining, at which time the parties will need to address future application.

Dated this 19th day of August, 2021.

For the Union:

Renee L. Maclean
Louis Lavoie

For the Employer:

[Signature]
Richard B.

LETTER OF UNDERSTANDING

BETWEEN:

THE ALGONQUIN NURSING HOME OF MATTAWA

("EMPLOYER")

-AND-

CANADIAN UNION OF PUBLIC EMPLOYEES AND ITS LOCAL 1465

("UNION")

RE: Extended Tours and Hybrid Schedule

The parties acknowledge there exists staffing challenges at Algonquin Nursing Home (ANH) and in an effort to address these issues have implemented extended tours and hybrid tours (a mix of extended tours and normal tours).

For the duration of the extended/hybrid tours, the parties agree:

- Once implemented either the Employer or the Union may cancel the extended tours/hybrid tours arrangement on giving ten (10) calendar weeks' notice to the other in writing of its desire to terminate.
- With the exception of the specific variations set forth in this Letter of Understanding, all other conditions and terms of the Collective Agreement and Appendices shall remain in full force and effect.
- Where employees are now working a longer daily tour, the provisions set out in Article 12 governing the regular hours of work on a daily tour shall be adjusted accordingly.
- Where employees are now working a longer daily tour, the provisions set out in Article 12.06 of time off between shifts shall be adjusted to 12 hours.
- The normal daily extended tour shall be 11.25 consecutive hours in any 24-hour period, exclusive of a total of forty-five (45) minutes of unpaid meal time. Where an employee is required to remain on site during their meal period, they shall be paid for the meal period at straight time and no overtime pay shall be payable, unless it incorrectly results in the application of the overtime period. For hybrid schedules the daily tours shall be paid normal tours (7.5) hours, an extended tour (7.5) hours and one-half (11.25).
- Scheduling issues will be resolved at the local level.
- Payment for bereavement leave is based on 11.25 hours for extended tours. For hybrid schedules, the payment for bereavement leave shall be based on the length of scheduled shift.
- Payment for paid holidays for full-time employees is based on the equivalent to the 7.5 hour entitlement. For clarity, payment for lieu days as a result of a paid holiday for full-time employees is paid at 7.5 hours. Where full time employees are working extended tours, they may utilize earned vacation to top up to their regular extended tour wages. Full-time employees working extended tours will utilize 11.25 hours of earned vacation time for each vacation day taken (or in the case of a hybrid schedule, the full length of the shift taken as vacation).
- Shift and weekend premiums as per Article 21.04 will be paid for the same hours as applied to seven and one half (7.5) hour tours, the intention being that the total amount of shift or weekend premium will not change because of the move to extended tours or hybrid

schedules. For clarity, shift premium will be paid for the full night shift of extended tours.

- Overtime premium as set out in Article 13 shall be paid for all hours paid in excess of 11.25 hours on a scheduled extended tour or 78.75 hours bi-weekly averaged over the duration of a six (6) week schedule.
- For a hybrid schedule, the overtime premium as set out in Article 13 shall be paid for all hours in excess of the scheduled shift length on that day or 75 hours bi-weekly averaged over the duration of the scheduling period unless otherwise agreed between the local parties.
- Shift exchanges will be in accordance with Article 12.05. Shifts may only be exchanged with shifts of equal length.
- In the event of cancellation of this agreement, staff will be returned to their previous rotation.
- The parties agree that this LOU is subject to review and modifications upon mutual agreement through the Labour-Management Committee.

SIGNED electronically this 15th day of September, 2025.

ON BEHALF OF THE CANADIAN
UNION OF PUBLIC EMPLOYEES AND
ITS LOCAL 1465

Carole Labreche

Carole Labreche (2025-09-19 14:10:01 EDT)

Terri Fawcett

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NURSING HOME OF MATTAWA



Amy Morrison (2025-09-15 11:23:24 EDT)

Natalie McNabb

Natalie McNabb (2025-09-15 10:55:18 EDT)

APPENDIX A - WORKLOAD COMPLAINT FORM/FORMULAIRE DE PLAINTE

In the event that an employee covered under the Regulated Health Professions Act is assigned a workload which is inconsistent with proper patient care, they shall complete this Workload Complaint Form and submit to their Supervisor and the Union for review. The Employer agrees to provide a written response within fifteen (15) calendar days.

SECTION 1: GENERAL INFORMATION/GÉNÉRALITÉS

(Please Print/Lettres Moulées S.V.P.)

Name(s) of Employee(s) Reporting / Nom(s) des Employé (e)(s): _____

Employer/ Unit/Area/Program:
Employeur: _____ Unité/Service/Secteur: _____

Date of Occurrence: _____ Time: _____ 7.5 Hr. Shift 11.25 Hr. Shift
Date de l'Évènement: _____ Heure: _____ Quart de 7,5 hrs Quart de 11,25 hrs

Name of Supervisor: _____ Date/Time Submitted: _____
Nom du Surveillant: _____ Date et heure de soumission: _____

SECTION 2: DETAILS OF OCCURRENCE/DÉTAILS DE L'ÉVÈNEMENT

Provide a concise summary of the occurrence/Faites une brève description de la situation:

Check one/Cochez une seule case: Is this an isolated incident?/Est-ce un incident isolé? An ongoing problem?/Une situation perpétuelle?

SECTION 3: WORKING CONDITIONS/CONDITIONS DE TRAVAIL

In order to effectively resolve workload issues, please provide details about the working conditions at the time of occurrence by providing the following information as applicable: / Pour régler efficacement les questions concernant la surcharge de travail, veuillez fournir les détails sur les conditions de travail au moment de l'évènement avec les informations suivantes si applicable:

# Regular Staff/# Effectif permanent:	<input type="checkbox"/> PSW/HCA	<input type="checkbox"/> RPN/IAA	<input type="checkbox"/> Clerical/Commis	<input type="checkbox"/> Service Support/Personnel de soutien
# Actual Staff/# Effectif reel:	<input type="checkbox"/> PSW/HCA	<input type="checkbox"/> RPN/IAA	<input type="checkbox"/> Clerical/Commis	<input type="checkbox"/> Service Support/Personnel de soutien
Agency/Contractor/d'agence-registre/Contracteur	<input type="checkbox"/> Yes/Oui	<input type="checkbox"/> No/Non	<input type="checkbox"/> How many?/Combien?	<input type="checkbox"/> Classification

*as defined by your unit/area/program / *selon la définition de votre unité/service/secteur.

If there was a shortage of staff at the time of the occurrence, (including support staff), please check one or all of the following that apply: S'il y avait une pénurie de personnel au moment de l'évènement, (y compris personnel de soutien) veuillez cocher les cases qui s'appliquent à la situation:

Leaves/Vacation / Congés/Vacance Sick Call(s)/Maladie(s) Vacancies/Postes vacants

SECTION 4: FACTORS CONTRIBUTING TO THE OCCURRENCE/FACTEURS QUI ONT CONTRIBUÉ À L'ÉVÈNEMENT

Please check off the factor(s) you believe contributed to the workload issue, as applicable/Veuillez cocher le(s) facteur(s) qui, selon vous, ont contribué à la question de surcharge de travail:

Change in patient acuity. Provide details:

Changement de l'état de santé des patients. Expliquez:

Patient census at time of occurrence:/Recensement des patients au moment de l'évènement:

Number of Admissions/Nombre d'admissions: _____ Number of Discharges/Nombre de congés _____

Lack of equipment/malfunctioning equipment. Please specify:

Manque d'équipement/équipements défectueux. Veuillez préciser:

Other: (Please specify)/Autre: (Veuillez préciser)

SECTION 5: REMEDY/RÈGLEMENT

(A) At the time the workload issue occurred, did you discuss the issue with your supervisor? Yes/Oui No/Non
 Au moment où la question de la surcharge de travail s'est présentée, en avez-vous discuté avec votre superviseur(e)?

Provide Details:/Expliquez: _____

Was it resolved? A-t-elle été résolue? Yes/Oui No/Non

(B) Did you discuss the issue with your manager (or designate) on her/his next working day? Yes/Oui No/Non
 Avez-vous discuté de la question avec votre directrice (ou désignée) lors de son retour au travail?

Provide Details:/Expliquez: _____

Was it resolved? A-t-elle été résolue? Yes/Oui No/Non

SECTION 6: RECOMMENDATIONS/RECOMMANDATIONS

Please check-off one or all of the areas you believe should be addressed in order to prevent similar occurrences:

Veuillez cocher les cases ci-dessous que vous croyez qu'il faut aborder pour empêcher la répétition de ces événements:

In service/Perfectionnement professionnel additional training/Formation Review Staffing/patient ratio/Réviser le rapport personnel/patient

Change unit/department/Changement d'unité/département Float/casual pool/Groupe occasionnel Review policies/procedures/Réviser politiques/procédures

Change Start/Stop times of shift(s). Please specify:/Changement d'heure d'entrées/de fin de quart de travail. Veuillez préciser: Change work routine/quotas/Changement de routine/quotas

Adjust staffing/Ajustez le personnel Replace sick calls/vacations time Remplacez les personnes absentes à cause de maladie pour temps de vacances

Equipment (Please specify):/Équipement (Veuillez préciser): _____

Other:/Autre: _____

SECTION 7: MANAGEMENT COMMENTS/COMMENTAIRES DE LA DIRECTION

Please provide any information/comments in response to this report, including any actions taken to remedy the situation, where applicable:
Veuillez fournir toutes les informations et commentaires en réponse à ce rapport, y compris toute action prise pour corriger la situation, si applicable:

Management Signature:/Signature de la direction: _____ Date/Date: _____

SECTION 8: EMPLOYEE SIGNATURES/SIGNATURE DES EMPLOYÉ(E)S

I/We do not believe the response adequately addresses our concerns. I/We therefore request these concerns be forwarded to the Employer-Association Committee in accordance with the collective agreement.
Je crois/Nous croyons que les mesures prises sont insuffisantes pour régler la situation. Je demande/Nous demandons donc que la question soit portée devant le comité Patronal/Syndical en conformité avec la convention collective.

Signature:/Signature: _____

Signature:/Signature: _____

Signature:/Signature: _____

Date Submitted:/Date de soumission: _____

Copy: Complainant(s), Department Head/Manager, Human Resources, Union
Copie: plaignant(s), chef de département, directeur, ressources humaines, syndicat