

**COLLECTIVE AGREEMENT**

**between**

**KAWARTHA LAKES RETIREMENT RESIDENCE**

**and**

**CANADIAN UNION OF PUBLIC EMPLOYEES  
and its Local 5438**

**August 1, 2023 to July 31, 2025**

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## **PREAMBLE**

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

To maintain and improve the harmonious relations and settled conditions of employment between the Employer and the Union.

To recognize the mutual value of joint discussions and negotiations in all matters pertaining to working conditions, employment, services, etc.

To encourage efficiency in operation.

To promote the morale, well-being and security of all the employees in the bargaining unit of the Union.

Both parties agree to act in a fair and reasonable manner.

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

NOW THEREFORE, THE PARTIES AGREE AS FOLLOWS:

## **ARTICLE 1 - MANAGEMENT RIGHTS**

### **1.01 Management Rights**

Except where specifically modified by the terms of this Agreement, the Union acknowledges that all Management rights and prerogatives are vested exclusively with the Employer. The Employer has the exclusive right to manage and direct its operations and affairs in all respects. These rights and functions shall include, but are not limited to:

- a) To maintain order and efficiency.
- b) To hire, promote, transfer, layoff, suspend employees and to discipline or discharge any employee for just cause provided that a claim by an employee who has acquired seniority that he has been discharged or disciplined without just cause may be the subject of a grievance and dealt with as hereinafter provided. The discharge of a probationary employee shall be at the sole discretion of the Employer provided such discharge is not otherwise arbitrary, discriminatory or in bad faith.
- c) To determine and establish standards and procedures for the care, welfare, safety and comfort of residents, and to maintain order, discipline and

efficiency and in connection therewith to establish and enforce rules and regulations, policies and practices from time to time to be observed by its employees and to alter such rules and regulations provided that such rules and regulations shall not be inconsistent with the provisions of this Agreement. Such rules will be available to all employees and to the Union. The Employer reserves the right to introduce new rules from time to time, copies of which will also be made available to all employees and the Union.

- d) To determine the number of employees to be employed, the extension, limitation, curtailment or cessation of operations or any part thereof and to determine and exercise all other functions and prerogatives which shall remain solely with the Employer except as specifically limited by the express provision of this Agreement.

In the event there is a disagreement as to the interpretations of the Employer's management rights this issue may be escalated through the grievance process

#### 1.02 No Discrimination

The Employer and the Union agree that all employees will be protected against discrimination respecting their human rights and employment in all matters including age, race, colour, religion, creed, sex, sexual orientation, pregnancy, physical disability, mental disability, illness or disease, ethnic, or national or aboriginal origin, family status, marital status, source of income, political belief, affiliation or activity, membership in a professional association, business or trade association, Employer's organization or employee's organization, physical appearance, residence, or the association with others similarly protected or any other prohibition of the Human Rights Code.

## **ARTICLE 2 - RECOGNITION**

#### 2.01 Bargaining Unit

The employer recognizes the Union as the sole and exclusive bargaining agent for all employees of the Royale LP o/a Kawartha Lakes Retirement Residence in the Town of Bobcaygeon save and except the Retirement Counsellor, Lifestyle Consultant, Director of Wellness, Managers and persons above the rank of Manager.

#### 2.02 Work of the Bargaining Unit

Persons excluded from the bargaining unit shall not perform duties normally performed by employees in the bargaining unit which shall directly cause or

result in the lay-off or reduction of hours of any employee in the bargaining unit. It is understood that the “hands-on” work of the Managers and/or the Manager on Duty is not work normally done by employees in the bargaining unit.

### 2.03 No Other Agreements

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

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

### 2.04 No Contracting-Out

In order to provide job security for the members of the bargaining unit, the Employer agrees that it will not contract out, sub-contract, transfer, lease, assign, or convey, any work or services normally performed by members of the bargaining unit if it will result in the layoff of any bargaining unit member.

### 2.05 Representatives of Canadian Union

With prior agreement of the General Manager or designate, the Union shall have the right at any time to have the assistance of representatives of the Canadian Union of Public Employees or any other advisors when dealing or negotiating with the Employer. Such representative(s)/advisor(s) shall have access to the Employer’s premises in order to deal with any matters arising out of this Collective Agreement. Notwithstanding the above, it is understood and agreed that the activities of the National Representative (s)/advisor(s) shall not disrupt the normal operations of the Residence. The employer may designate an area of the building where such access will take place.

### 2.06 Definition of Employee

- a) A “full-time” employee shall be deemed to be an employee who regularly works more than twenty-four (24) hours per week, who makes a commitment to be available on a pre-scheduled basis as required, and in respect of whom there is advance scheduling.
- b) A “part-time” employee shall be deemed to be an employee who regularly works not more than twenty-four (24) hours per week, who makes a commitment to be available on a pre-scheduled basis as required, and in respect of whom there is advance scheduling
- c) An “unscheduled part-time” employee is an employee who works on an

irregular basis as needed by the Employer. All casual employees must provide their availability monthly. It is understood that a casual employee who has provided availability cannot unreasonably or consistently refuse to work shifts. Casual (unscheduled part-time) employees shall pick up a minimum of three (3) shifts within a three (3) month period, one (1) of the shift must be a weekend shift.

### **ARTICLE 3 - NO STRIKES/NO LOCKOUTS**

#### **3.01 No Strikes and Lockouts**

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

### **ARTICLE 4 - HARASSMENT**

#### **4.01 Personal Harassment**

Personal harassment shall be defined as: any behavior which denies and/or undermines individuals health, dignity and respect, and that is offensive, embarrassing and humiliating. Personal harassment shall include within its meaning sexual harassment.

The Employer and the Union recognize the right of all Employees to work in an environment free from all types of harassment including but not limited to personal harassment or from any reprisal or threat of reprisal for the rejection of such behaviour.

The Employer will ensure that employees are made aware of the Employer's policy and copies will be made readily available.

#### **4.02 Sexual Harassment**

1. Definition: Sexual harassment shall be defined as any sexually oriented practice that undermines an employee's health, job performance, or workplace relationships or endangers an employee's employment status or potential. Sexual harassment shall include, but not be limited to:

- 1) Unnecessary touching or patting;
- 2) Suggestive remarks or other verbal abuse;

- 3) Leering at a person's body;
  - 4) Compromising invitations;
  - 5) Demands for sexual favours;
  - 6) Physical assault.
2. Cases of sexual harassment shall be considered as discrimination and shall be eligible to be processed as grievances.
  3. Where the alleged harasser is the person who would normally deal with the first step of such grievances, the grievance will automatically be sent forward to the next step of the grievance process.

## **ARTICLE 5 - UNION SECURITY AND CHECK-OFF**

### **5.01 Union Security**

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

### **5.02 Deductions**

Deductions shall be made from the bi-weekly payroll and shall be forwarded to the National Secretary-Treasurer of the Canadian Union of Public Employees, by no later than the 15th day of the month following, accompanied by a lists of the names addresses and phone numbers of all employees from whose wages deductions have been made. This list will also include the names and addresses of the employees terminated during that month. A copy of this list shall also be forwarded to the Secretary of the Local Union.

### **5.03 New Employees**

The Employer agrees that an officer of the Union or a representative of the Union shall be allowed a reasonable period not to exceed fifteen (15) minutes during regular working hours to meet with newly employed employees during their probationary period. These meetings shall be approved in advance by the Employer and may be arranged collectively or individually. Where possible these meetings can be done during onboarding and/or orientation.

5.04 T4 Slips

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

**ARTICLE 6 - CORRESPONDENCE**

6.01 Correspondence

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

**ARTICLE 7 - UNION - MANAGEMENT RELATIONS**

7.01 a) Representation

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

b) Union Officers and Committee Members

Union officers and committee members shall be permitted to leave their work during working hours in order to carry out their functions under this agreement, including, but not limited to, the investigation and processing of grievances, attendance at meetings with the Employer, participation in negotiations and arbitration. Permission to leave work during working hours for such purposes shall first be obtained from the General Manager or designate. Such permission shall not be unreasonably withheld. Employees shall not suffer any loss of pay for time spent performing these duties.

7.02 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.

The bargaining Committee shall have the right to attend negotiation meetings with the Employer without loss of pay for regularly scheduled hours during that time, up to and including conciliation.

Employees not scheduled to work on such days shall be compensated up to a maximum of 7.5 hours at their regularly hourly rate, up to and including conciliation, and these hours shall not contribute to the calculation of overtime.

### 7.03 Joint Labour Committee

A Joint Labour Committee shall be established consisting of not more than 3 representatives of the Union and 3 representatives of the Employer. The Committee shall enjoy the full support of both parties in the interests of improved service to the public, and job security for the employees.

#### Function of Committee

The Committee shall concern itself with the following general matters:

- a) Considering constructive criticisms of all activities so that better relations shall exist between the Employer and the employees.
- b) Improving and extending services to the public.
- c) Promoting safety and sanitary practices.
- d) Reviewing suggestions from employees, questions of working conditions and service (but not grievances concerned with service).
- e) Correcting conditions causing grievances and misunderstandings.

#### Meetings of Committee

The Committee shall meet at least once quarterly or more frequently if mutually agreed by the parties at a mutually agreeable time and place. Its members shall receive a notice and agenda of the meeting at least forty-eight (48) hours in advance of the meeting. Employees shall not suffer any loss of pay for time spent with this Committee.

#### Chairperson of the Meeting

An Employer and a Union representative shall be designated as joint chairpersons and shall alternate in presiding over meetings.

#### Minutes of Meeting

Minutes of each meeting of the Committee shall be prepared and signed by the joint chairpersons as promptly as possible after the close of the meeting. The Union, and the Employer shall each receive a signed copy of the minutes within one month following the meeting.

### Jurisdiction of Committee

The Committee shall not have jurisdiction over wages, or any matter of collective bargaining, including the administration of this Collective Agreement.

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

#### 7.04 Health and Safety Committee

- a) The employer and the Union agree that they mutually desire to maintain standards of safety and health in the workplace in order to prevent accidents, injury and illness;
- b) The employer and the Union agree to abide by the Occupational Health and Safety act;
- c) Recognizing its responsibilities under the applicable legislation, the Employer agrees to accept as a member of its Health and Safety Committee at least one representative selected or appointed by the Union from amongst bargaining unit employees;
- d) Such Committee shall identify potential dangers and hazards, recommend means of improving health and safety programs and recommend actions to be taken to improve conditions related to safety and health;
- e) Two (2) representatives of the Joint Health and Safety Committee, one (1) from management and one (1) from the employees, shall make monthly inspections of the workplace and equipment and shall report to the Health and Safety Committee the results of their inspections. In the event of accident or injury, such representatives shall be notified immediately and report as soon as possible to the Committee and to the Employer on the nature and causes of the accident or injury. Furthermore, such representatives must be notified of the inspection of a government inspector and shall have the right to accompany him on her inspections. There shall be no loss of pay for scheduled time spent in all such activities
- f) Meetings shall be held at least every third month. The Committee shall maintain minutes of all meetings and make the same available for review, such minutes are to be posted on the Health and Safety Board and a copy provided to the employer and the Union; any representative appointed or selected in accordance with c) hereof shall serve for a minimum term of one calendar year from the date of appointment, unless otherwise agreed

by the committee. Time off for such representative(s) to attend meetings of the Health and Safety Committee in accordance with the foregoing shall be granted and any representative(s) attending such meetings during their regularly scheduled hours of work shall not lose regular earnings as a result of such attendance;

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

## **ARTICLE 8 - GRIEVANCE PROCEDURE**

### **8.01 Recognition of Union Stewards and Grievance Committee**

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

### **8.02 Names of Stewards**

The Union shall notify the Employer in writing of the name of each Steward before the Employer shall be required to recognize her.

### **8.03 Grievance Committee**

The Grievance Committee shall be composed of no more than two (2) members of the Union plus the Union Steward directly involved with the grievance.

### **8.04 Permission to Leave Work**

Permission to leave work during working hours for such purposes shall first be obtained from the immediate supervisor or General Manager. Such permission shall not be unreasonably withheld. Employees shall not suffer any loss of pay for time spent while performing these duties.

### **8.05 Definition of Grievance**

A grievance shall be defined as any difference arising out of the interpretation, application, administration, or alleged violation of the Collective Agreement or a case where the Employer has acted unjustly, improperly or unreasonably.

### **8.06 Settling of Grievance**

An earnest effort shall be made to settle grievances fairly and promptly in the following manner:

### Step 1

If the Steward and/or the Grievance Committee and/or employee consider the grievance to be justified, he/she will first seek to settle the dispute with the employee's Supervisor.

### Step 2

Failing satisfactory settlement within five (5) working days after the dispute was submitted under Step 1, the Union will submit to the Supervisor a written statement of the particulars of the grievance and the redress sought. The General Manager or designate shall render his/her decision within five (5) working days after receipt of such notice.

### Step 3

Failing settlement being reached in Step 2, the Union may submit the grievance to Step 3 and the parties shall schedule a meeting within ten (10) working days between the grievor, Union Steward, Union Staff Representative and the Employer unless an alternative time frame is jointly agreed to by the parties. The decision of the Employer will be rendered in writing within five (5) working days following such meeting.

### Step 4

Failing a satisfactory settlement being reached in Step 3, the Union may refer the dispute to arbitration.

#### 8.07 Mediation

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

#### 8.08 Policy Grievance

Where a dispute involving a question of general application or interpretation occurs, or where a group of employees or the Union has a grievance, Steps 1 and 2 of this Article may be by-passed.

#### 8.09 Union May Institute Grievance

The Union and its Representatives shall have the right to originate a grievance on behalf of an employee, or group of employees and to seek adjustment with the Employer in the manner provided in the Grievance Procedure. Such a grievance shall commence at Step 2

#### 8.10 Deviation from Grievance Procedure

After a grievance has been initiated by the Union, the Employer's representative shall not enter into discussion or negotiation with respect to the grievance, either

directly or indirectly with the aggrieved employees, without the consent of the Union.

8.11 Replies in Writing

Replies to grievances stating reasons shall be in writing at all stages.

8.12 Referral to Arbitration

If arbitration of any grievance is to be invoked, the request shall be made by either party within thirty (30) working days after the dates of the reply at Step 3.

8.13 Definition of Working Days

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

**ARTICLE 9 - ARBITRATION**

9.01 Referral to Arbitration

It is agreed by the parties hereto that any difference of opinion relating to the interpretation, application or administration of this Agreement which cannot be settled after exhausting the Grievance Procedure shall be settled by arbitration. A Notice of Intent to arbitrate shall be forwarded to the other party within the time limits set out in Article 8.12 and such notice shall contain the name of the Union's nominee to the Arbitration Board. Within five (5) working days from the receipt of the Notice of Intent to Arbitrate, the other party must in turn name their nominee. A third person to act as Chairman shall be appointed by the respective nominee. Should either party fail to name their nominee within five (5) working days or should the nominees fail to appoint a Chairman within ten (10) working days from the date of their appointment, either party or their nominee shall request the Office of Arbitration, Ontario Ministry of Labour, to make the appropriate appointment.

9.02 Payment for Board of Arbitration

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

9.03 Powers of the Board

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

9.04 Decision of the Board

The Arbitration Board shall hear and determine the matter and shall issue a decision which shall be in writing and contain the reasons for the decision. The decision of the majority shall be the decision of the Arbitration Board, but if there is no majority decision, the decision of the Chairman will govern.

9.05 Time limits

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

9.06 Single Arbitrator

The Employer and the Union agree that by mutual written agreement of the parties, a Sole Arbitrator may be substituted for a Board of Arbitration. The appointment and jurisdiction of the Arbitrator shall conform to the provisions of this Article. Each party shall pay one-half (½) of the fees and expenses of the arbitrator and any costs of the place of hearing of such arbitration if and when the necessity arises.

**ARTICLE 10 - DISCHARGE, SUSPENSION AND DISCIPLINE**

10.01 Clearing the File

The record of an employee shall not be used against him/her at any time and shall be removed from her file after eighteen (18) months following a suspension or disciplinary action, including letters of reprimand, provided the employee remains discipline free during that period. Disciplinary action involving resident abuse shall not be removed from the employees file after the eighteen (18) months.

10.02 Discipline Notices

Whenever the Employer or a representative of the Employer deems it necessary to issue an employee a disciplinary notice or notice of termination or any other document that indicates that dismissal may follow the employer will also provide the union with a copy within five (5) calendar days.

10.03 Discharge Procedure

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

10.04 May Omit Grievance Steps

An employee considered by the Union to be wrongfully or unjustly discharged or

suspended shall be entitled under Article 8, Grievance Procedure to omit Steps 1 and 2 of the Grievance Procedure and the parties shall arrange a Step 3 meeting in accordance with Article 8.

10.05 Designation of Supervisor

Every employee shall be notified in writing of his/her immediate designated supervisor.

10.06 Access to Personnel File

An employee shall have the right during normal business hours of the administration office to have access to review his/her personnel file with at least seventy-two hours advanced notice to the General Manager or designate. The employee is entitled to receive a copy of the file if requested. An employee shall have the right to respond in writing to any document contained therein. Such reply shall become part of the permanent record.

10.07 Right to have Steward Present

An employee shall have the right to have his/her Steward present at any meeting in which disciplinary action may result. The Employer shall notify the employee of the right to request the presence of the Union Steward before the meeting commences.

**ARTICLE 11 - SENIORITY**

11.01 Seniority Defined

Seniority for full time employees is defined as the length of service with the Employer in the bargaining unit. Seniority for part time employees is defined as hours paid (1 year = 1950 hours)

Notwithstanding the above, a part-time employee cannot accrue more than one year's seniority in a twelve (12) month period. The twelve (12) month period shall be determined locally. Seniority shall be used in determining preference or priority for promotions, transfers, schedules, call-ins, demotions, layoffs, and recall, provided that the senior employee is able to meet the normal requirements of the job. Seniority shall operate on a bargaining-unit-wide basis.

## 11.02 Seniority List

The Employer shall maintain separate seniority lists for full-time and part-time employees 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. An employee's name shall not be placed on the seniority list until she has completed her probationary period as outlined in Article 11.03.

Employees may challenge their seniority dates until the posting of the next seniority list. 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 thirty (30) days from the date of her return to work to challenge the seniority list and if she fails to do so, the seniority list as posted shall be deemed to be correct.

Seniority, as set out on the posted seniority list, will be used for all of the purposes set out in the Collective Agreement save and except for promotions and layoffs. For promotions and layoffs, the seniority will be updated to the end of the pay period prior to the pay period during which the job was posted, or the notice of layoff was given.

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

## 11.03 Probationary Employees

Newly-hired employees shall be considered on a probationary basis for a period of three (3) calendar months or 450 hours worked from the date of hire, whichever occurs first. During the probationary period, employees shall be entitled to all rights and privileges of this Agreement unless otherwise specified. An employee who has not completed his/her probationary period may be released based on a fair and proper assessment against reasonable standards of performance and suitability. After completion of the probationary period, seniority shall be effective from the original date of employment.

## 11.04 Loss of Seniority

An employee shall lose his or her seniority rights and be deemed to have been terminated if:

- a) She is discharged for just cause and is not reinstated.
- b) She resigns and does not rescind within twenty-four (24) hours.

- c) She is absent from work in excess of three (3) scheduled shifts without sufficient cause or without notifying the Employer, unless such notice was not reasonably possible.
- d) She fails to return to work within seven (7) calendar days following a lay-off and after being notified by registered mail to do so, unless through sickness or other just cause. It shall be the responsibility of the employee to keep the Employer informed of her current address.
- e) She is laid off in excess of twenty-four (24) months.
- f) She fails to return to work upon the expiry of an authorized leave of absence, unless she can provide a reasonable explanation for not doing so;
- g) She utilizes an authorized leave of absence for the purposes other than those for which the leave was granted;
- h) She is absent from work for more than twenty-four (24) months by reason of illness or other physical disability, with no reasonable likelihood of return to work.

Note: The above will be applied in a matter consistent matter subject to the Human Rights Code.

#### 11.05 Transfers and Seniority Outside Bargaining Unit

No employee shall be transferred to a position outside the bargaining unit without her written consent. An Employee who consents in writing to be transferred and/or promoted to a position outside of the bargaining unit shall not accumulate seniority within the bargaining unit during such transfer and/or promotion. In the event that the employee is returned by the Employer to a position in the bargaining unit within twelve (12) calendar months or for the purposes of an extended Parental leave eighteen (18) calendar months of the transfer and/or promotion, the employee shall be credited with the seniority held immediately prior to the transfer and/or promotion and shall resume accumulation from the date of their return to the bargaining unit. An employee not returned to the bargaining unit within twelve (12) calendar months or for the purposes of an extended Parental leave eighteen (18) calendar months from the transfer and/or promotion shall forfeit all bargaining unit seniority.

In the event an employee transferred and/or promoted out of the bargaining unit is returned to the bargaining unit within a period of six (6) calendar months from the start date of the transfer and/or promotion, he or she shall accumulate seniority during the period of time outside the bargaining unit.

Article 5 of this Collective Agreement will apply during the twelve (12) calendar months or for the purposes of an extended Parental leave eighteen (18) calendar

months calendar month period that the employee's bargaining unit seniority is being held by the bargaining unit while the employee is in a position outside of the bargaining unit. The amount of dues deducted will be calculated based on the employee's bargaining unit position hourly rate of pay as per Appendix "A" for all hours worked in the position outside of the bargaining unit.

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

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

## **ARTICLE 12 - PROMOTIONS AND STAFF CHANGES**

12.01 a) When a permanent vacancy occurs or a new position is created within the bargaining unit, the Employer shall post a notice on the Employer's main bulletin boards with a copy to the Union. The position shall be posted for a period of seven (7) calendar days so that interested employees can apply. The name of the successful applicant shall be posted on the Employer's main bulletin board.

If no application is received from an employee of the Residence within seven (7) calendar days of the job posting, then the Employer may hire an employee from outside the bargaining unit.

b) Temporary Vacancies

Temporary vacancies anticipated to be less than six (6) weeks duration shall not be posted, unless otherwise agreed between the Employer and the Union. The Employer may fill Temporary Vacancies at their discretion but will endeavour to distribute shifts as equally as possible.

12.02 Information in Postings

The job posting notice shall contain the following information: classification, qualifications, shift, wage or salary rate or range.

12.03 No Outside Advertising

An outside candidate shall not be considered for a position until present employees have had a full opportunity to apply as provided in Article 12.01. This does not prohibit the Employer from posting externally during the job posting period.

#### 12.04 Methods of Making Appointments

The Employer shall consider all employee requests for transfer or promotion before considering outside applicants. The Employer shall consider the qualifications and skill of the applicant and shall appoint the senior applicant having the required qualifications and skill. The name of the successful applicant will be posted on the Employer's bulletin boards.

#### 12.05 Trial Period

The successful applicant shall be placed on trial for a period of thirty (30) working days. Conditional on satisfactory service, such trial promotion shall become permanent after the thirty (30) working day period. The trial period may be extended with mutual agreement. In the event the successful applicant proves unsatisfactory in the position during the aforementioned trial period, or if the employee finds herself unable to perform the duties of the position, she shall be returned to her former position and salary without loss of seniority and wage or salary. Any other employee promoted or transferred because of the rearrangement of positions shall also be returned to her former position and salary without loss of seniority and wage or salary. Any unsuccessful applicants for the original posting will then be considered in accordance with Article 12.04. If there are no unsuccessful applicants then the position would be reposted.

#### 12.06 Temporary Job Postings

A vacancy which occurs for more than six (6) weeks will be posted stating that the position is limited and shall indicate the estimated duration of the limited job. In any event, the limited job shall not exceed twelve (12) months. Upon termination of a limited job, the employee filling the vacancy shall be returned to the classification and job location in which he/she last worked. In the event that a part-time employee is the successful applicant, the said employee shall retain his/her part-time status during the limited full-time period. An employee filling a temporary vacancy of six (6) weeks or longer duration shall not bid on any other temporary posting until the end of his/her temporary position.

#### 12.07 Union Notification

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

Notices of such appointments shall also be posted.

The Union will be supplied a copy of each posting, In the even that there administrative error and the Union is not provided with the posting, the Union shall not require the Employer to restart the job posting process, unless the error could have resulted in the wrong employee being awarded the job posting.

#### 12.08 Postings while on Vacation or Leave

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

#### 12.09 New Classification

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

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

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

If the parties are unable to reach an agreement, either party may refer the dispute to arbitration, as provided in this agreement, provided the referral is made within fifteen (15) days of the meeting.

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

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

#### 12.10 When an employee transfers to a new job classification, the following shall apply:

- a) If the job is in a higher rated classification, the employee will be placed on the grid at the start rate of the new classification or at the next applicable step of

the new classification, whichever is greater than their current rate. The employee will then progress through the wage steps of the classification.

- b) If the job is a lower rated classification, the employee will maintain their current seniority step within the new classification they are transferring to and their wage rate will be adjusted accordingly.
- c) If the job is an equal and or same rated classification, the employee will maintain their current rate of pay.

Note: The following applies only to placement on the wage grid and does not otherwise modify an employee's seniority credits. Retroactive payment is not applicable.

## **ARTICLE 13 - LAY OFFS AND RECALLS**

### **13.01 Definition of Layoff**

In the event that it is necessary for the Employer to reduce the workforce, a lay-off shall be defined as a reduction of the regularly scheduled hours of work of a full-time Employee and in the case of a part-time Employee, it shall be defined as a twenty percent (20%) reduction of the Employee's regularly scheduled hours.

### **13.02 Notice of Lay Off**

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

- a) Provide the Union with at least thirty (30) days notice prior to its implementation. This notice is not in addition to required notice for individual employees.
- b) Provide affected employees with notice in accordance with the Employment Standards Act.
- c) meet with the Union through the Labour Management committee to review the reasons and expected duration of the lay-off, any realignment of service or staff and its effect on employees in the bargaining unit.

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

### 13.03 Layoff Procedure

- a) In the event of layoff, the Employer shall lay off employees in reverse order of seniority within their classification, provided that there remain on the job employees who are able to meet the normal requirements of the job.
- b) An employee who is subject to layoff shall have the right to either:
  - i) Accept the layoff; or
  - ii) Displace an employee who has:
    - less bargaining unit seniority; and
    - if the employee originally subject to layoff is qualified for and can perform the duties without training other than orientation.
  - iii) An employee who wishes to exercise his or her right to displace another employee with less seniority shall advise the Employer within four (4) days of the date of the notice of layoff issued by the Employer.
  - iv) In the event that an employee is laid off from the full-time bargaining unit and provided that no other full-time bargaining unit positions are available for which the employee is qualified and able to perform, the fulltime bargaining unit employee shall then be allowed to displace a parttime bargaining unit employee with less seniority provided that the employee is qualified and able to do the work available. Part-time employees shall be allowed to bump a full-time employee if there is no part-time employee they are able to bump.

- 13.04
- a) An employee shall have opportunity of recall from a layoff to an available opening, in order of seniority, provided she has the ability and qualifications as required by law to perform the work, and provided such opening is first posted under the job posting procedure, and has not been filled.
  - b) No new employees shall be hired until all those laid off have been given an opportunity to return to work and have failed to do so, in accordance with the loss of seniority provision, or have been found unable to perform the work available.
  - c) It is the responsibility of the employee who has been laid off to notify the Employer of his/her intention to return to work within seven (7) calendar days after being notified to do so by registered mail, (which notification shall be deemed to have been received on the second date of mailing) and return to work within seven (7) calendar days after being notified. The notification shall

state the job to which the employee is eligible to be recalled and the date and time at which the employee shall report for work.

- d) Employees on layoff or notice of layoff shall be given preference for temporary vacancies, which are expected to exceed twenty (20) days of work. An employee who has been recalled to such temporary vacancy shall not be required to accept such recall and may instead remain on layoff. This provision supersedes the job posting provision.

## **ARTICLE 14 - HOURS OF WORK**

### **14.01 Normal Hours of Work**

- a) The normal hours of work shall be seven and one-half (7½) hours per day, exclusive of an uninterrupted unpaid thirty (30) minute meal break. The normal days per week shall be five (5) days per week.
- b) In no instance will any employee be required to work more than five (5) consecutive days without receiving her day off, unless otherwise mutually agreed. Nothing in this Article shall be construed as a guarantee of hours per day, or days per week.
- c) The Parties recognize that there are shifts that have less than seven and one-half (7½) hours per day.
- d) Extra shifts required to cover short term illness or leaves of absence shall be offered in the following order:

Staff who are regularly scheduled to work less than seventy-five (75) hours bi-weekly shall be called prior to those scheduled seventy-five (75) hours.

Such call-ins will be to those who regularly perform the work. Calls will be made on a seniority rotating basis, starting with the person under the last person who accepted a call in.

### **14.02 Days Off**

A full-time employee shall be scheduled off one weekend in every two-week period, which shall include Saturday and Sunday. This does not prohibit an employee from picking up additional shifts.

### **14.03 Working Schedule**

The hours of work of each employee shall be posted in an appropriate place at least

two (2) weeks in advance and shall cover a four (4) week period. In the event the Employer finds it necessary to change the schedule, the affected employee(s) shall be provided with 48 hours notice of the change except in the cases of circumstances beyond the control of the Employer. The Union shall receive a copy of the said schedules on request. There shall be no split shifts unless agreed between the Employer and the Employee.

#### 14.04 Rest Period

Employees will be allowed breaks within the shift without reduction in pay and without increasing the regular working hours as follows:

- a) 4 hours or more One —15 minute break
- b) 5 hours but less than 6.5 hours One —30 minute unpaid meal break and One —15 minute paid break
- c) 6.5 hours or more One —30 minute unpaid meal break and Two —15 minute paid break, one in each half of the shift

The Employer will schedule unpaid meal periods and breaks.

The parties agree that should an employee be required by the Employer to stay at the premises during their meal period they shall be paid at their straight time rate which shall not contribute to overtime as required by Article 15.01.

#### 14.05 Reporting Pay

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

#### 14.06 Shift Exchanges

Employees will be permitted to exchange days off, or shifts, with other employees by completing the appropriate forms, as supplied by the Employer, and when possible, with one (1) week's advance notice, and with the Employer's permission. Such permission will not be unreasonably withheld. The Employer has no obligation for any premium payment arising out of any such exchange. Where the shifts involved involve shift differential, this premium shall be paid to the employee working the shift.

**14.07 Time Off Between Shifts**

Employees are to be allowed a minimum off eleven (11) hours off between the ending of one scheduled shift and the commencing of the other regularly scheduled shift.

**14.08 Seniority for Shift Preference**

The Employer shall determine the shifts to be worked. The employee with the most seniority shall be given shift preference.

**14.09 Standard/Daylight Savings Time**

At the time of change from Standard Time to Daylight Savings Time or Daylight Savings Time to Standard Time, employees shall be paid for the hours they worked at their straight time hourly rate of pay for all such hours worked.

**14.10 Call-In Procedure**

The order of steps to cover a scheduled shift as a result of a call-in will be as follows:

- a) Employees in the affected classification, who have stated their availability and do not trigger any additional or premium costs, will be called in order of their seniority.
- b) Then qualified employees in any other classification, who have stated their availability and do not trigger any additional or premium costs, will be called in order of their seniority.
- c) Employees could then be called in from the affected classification in order of their seniority list. It is understood that the appropriate overtime charges would apply.
- d) Then qualified employees in any other classifications could then be called in order of their seniority list. It is understood that the appropriate overtime charges would apply.

## **ARTICLE 15 - OVERTIME**

### **15.01 Overtime Defined**

Authorized hours worked in excess of seven and one half (7 ½) hours per day or seventy-five (75) hours bi-weekly shall be paid for at one and a half (1 ½) times the employee's regular rate of pay.

Overtime shall be based on the employee's regular rate of pay and there shall be no pyramiding of overtime under this Article.

### **15.02 No Lay Off to Compensate for Overtime**

Employees shall not be required to layoff during regular hours to equalize any overtime worked.

### **15.03 Distribution of Overtime**

Overtime shall be given in order of seniority to the employees who are willing and qualified to perform the work that is available.

### **15.04 Time Off in Lieu of Overtime**

Instead of payment for overtime, the Employer and the employee may agree to provide the employee time off at the appropriate overtime rate. The scheduling of the time off shall be at a time mutually agreed to by the employee and the Employer.

### **15.05 Meal Allowance**

An employee required to work more than two-hours of overtime following their shift, shall be provided with a meal or an allowance of seven dollars (\$7.00) by the Employer.

### **15.06 No Duplicating or Pyramiding of Overtime**

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

However, time worked on a paid holiday shall be counted as part of the normal workweek.

## **ARTICLE 16 - HOLIDAYS**

16.01 The following Holiday Pay provisions apply to all employees:

### **List of Holidays**

The Employer recognizes the following as paid holidays:

New Year's Day (Jan 1)	Canada Day (July 1)
Family Day	Civic Holiday
Labour Day	Good Friday
Thanksgiving Day	Christmas Day (Dec 25)
Victoria Day	Boxing Day (Dec 26)

### 16.02 **Holiday Qualifications**

Employees shall qualify for holiday pay as per the *Employment Standards Act*, as amended.

### 16.03 **Payment for Holidays**

Employees working on one of the above-noted holidays shall receive pay at the rate of one and one-half (1 ½) the employee's regular hourly rate plus holiday pay as calculated in the Employment Standards Act.

### 16.04 **Holidays for Days Off**

When any of the above noted holidays fall on an employee's scheduled day off, the employee shall receive another day off at a time mutually agreed upon between the employee and the Employer within 60 days of the Holiday, otherwise it shall be automatically paid out.

Employees not working on one of the above named holidays shall be compensated as per the *Employment Standards Act*, as amended.

### 16.05 **Christmas or New Year's Off**

The Employer shall endeavour to provide employees with either Christmas Day or New Year's Day off, on a rotating basis so that employees will have an equal opportunity.

In order to accommodate the above it is agreed that all other scheduling provisions during the period December 15<sup>th</sup> to January 5<sup>th</sup> are waived. The Employer will endeavour to maintain the master rotation of its employees, and any exceptions to that will be reviewed with the labour management committee.

## **ARTICLE 17 - VACATIONS**

### **17.01 Length of Vacation**

The vacation year runs from July 1 to June 30. Vacations are not cumulative from year to year and must be taken in the vacation year. Vacation not taken by the end of the vacation year will be paid out. Full-time Employees shall be entitled to the following vacation with pay accrued during the previous 12-month period (July to June):

Length of Vacation:	
Less than one (1) year of service	10/12 of a working day for each month worked at 4% total earnings
One (1) year of service	10 working days (4% for part-time)
Four (4) years of service	15 working days (6% for part-time)
Eight (8) years of service	20 working days (8% for part-time)

Part-time employees may request a vacation period (unpaid leave of absence).

Part-time and unscheduled part-time employees shall receive vacation pay every pay.

### **17.02 Vacation Pay on Termination**

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

### **17.03 Preference in Vacations**

- a) Vacation requests from employees must be made between March 1 to April 1 for the period of July 1 to June 30. Following review and approval by the Employer final vacation lists shall be posted in all Departments by April 15<sup>th</sup> of each year and will not be changed unless by mutual agreement.
- b) The Employer will review vacation requests, and in the granting of those requests preference will be given to seniority. The final right to determine vacation time is vested exclusively with the Employer to ensure efficient operation of the Residence.
- c) Vacation requests made after April 15<sup>th</sup> shall be determined by the General Manager or designate on a first-come-first-serve basis having due regard to the proper operations of the home.

#### 17.04 Illness During Vacation

- a) Where an employee's scheduled vacation is interrupted due to a serious illness which commenced prior to and continues into the scheduled vacation period, the period of such illness shall be considered sick leave.
- b) Where an employee's scheduled vacation is interrupted due to a serious illness, the period of such illness shall be considered sick leave.
- c) The portion of the employee's vacation which is defined to be sick leave under the above provision will not be counted against the employee's vacation

### **ARTICLE 18 - SICK LEAVE PROVISIONS**

#### 18.01 Sick Leave Defined

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

An employee may elect to use one (1) sick leave credit in a calendar year for medical specialist appointment, where the employee has been referred to the specialist by their doctor.

#### 18.02 Amount of Sick Leave

Full-Time employees who have completed probation, will be eligible to accrue sick leave at a rate of 4 hours a month to a maximum of forty-five (45) hours in their sick bank, which can be used for their intended purpose, but never cashed out.

Part-Time employees who have completed probation, will be eligible to accrue sick leave at a rate of hours a month to a maximum of thirty (30) hours in their sick bank, which can be used for their intended purpose, but never cashed out.

#### 18.03 Proof of Illness

The Employer may request proof of disabling accident or sickness from an employee or an employee who demonstrates a pattern of illness. The Employer shall exercise discretion when making such requests. When the Employer requires a sick leave certificate and the medical provider charges the Employee for such certificate outside of OHIP, the Employer shall pay for the certificate up to a maximum of \$25.00.

**18.04 Sick Leave during Leave of Absence**

When an employee is given leave of absence without pay for any reason, (except pregnancy and parental leave) or is laid off on account of lack of work and returns to work upon expiration of such leave of absence, etc., she shall not receive sick leave credit for the period of such absence, but shall retain her cumulative credit, if any, existing at the time of such leave or lay-off.

**18.05 Notification to Employer**

An Employee who is unable to report for duty on her scheduled shift shall notify the Employer of this fact in advance of the commencement of her scheduled shift. An Employee who is absent on the afternoon or night shift due to personal illness must notify the Employer at least two (2) hours prior to the commencement of her scheduled shift. An Employee who is absent on the day shift due to personal illness must notify the Employer at least one (1) hour prior to the commencement of her shift. This requirement shall be waived by the Employer where the Employee was unable to give such notice due to circumstances beyond her control.

**ARTICLE 19 - LEAVE OF ABSENCE**

**19.01 General Leave**

Except as provided below, the Employer may grant a leave of absence without pay and without accumulation of seniority, provided that it receives at least one (1) month's notice in writing, unless impossible, and that such leave may be arranged without undue inconvenience to the normal operations of the workplace. When applying, applicants must indicate the date of departure and specify the date of return. If a leave of absence is granted, the employee shall be advised in writing. Notwithstanding the above, a person on leave for Union business shall be on leave without loss of seniority.

To qualify for leaves of absence as stipulated above, the employee must have completed twelve (12) months of employment with the Employer, unless mutually agreed otherwise.

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

**19.02 Leave for Union Business**

Representatives of the Union shall not suffer any loss of pay or seniority when required to leave their work temporarily in order to attend grievance meetings.

The Employer shall grant leaves of absence to employees to attend Union

Conventions, Seminars, Education Classes or other Union business. The Union agrees that, in making requests for leaves of absence, it will not unduly affect the proper operations of the Residence.

A Union leave of absence may be granted provided that the cumulative days do not exceed twenty-one (21) days in any calendar year.

Employees on such leave of absence will be paid by the Employer, who will be reimbursed by the Union, for the amount paid to the employees. The amount shall include any costs associated with the employee's employment. Such employee shall be on leave without loss of seniority.

For such leaves of absence, the Union must provide as much notice as possible, but no less than fifteen (15) calendar days, to the Employer, in writing.

#### 19.03 Leave for Union Function

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

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

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

#### 19.05 Bereavement Leave

- a) In the event of death of an employee's spouse (including same sex or common-law spouse) child or parent, the employee shall be entitled to leave of absence without loss of pay or service for five (5) consecutive calendar days immediately following the death.
- b) Upon the death of an employee's mother-in-law, father-in-law, brother, sister, brother-in-law, sister-in-law, legal guardian, grandparent, grandchild, son-in-law or daughter-in-law the employee shall be granted a leave of absence up to a maximum of three (3) consecutive calendar days without loss of pay or service immediately following the death.
- c) An employee shall be granted one (1) scheduled day bereavement leave without loss of pay or service for the purposes of attending the service of an aunt or uncle.

- d) In the event of a delayed interment, an employee may save one of the days identified above without loss of pay to attend the interment.
- e) Where it is necessary because of distance, the employee may request additional unpaid leave.

#### 19.06 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 four (4) weeks' notice of her intention to return to work. The employee may shorten the duration of the leave of absence requested under this Article upon giving the Employer four (4) 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 19.06 (h) Parental Leave.

- b) An employee who does not apply for leave of absence under 19.06 a) i) and who is otherwise entitled to pregnancy leave, shall be entitled to and shall be granted leave of absence in accordance with 19.06 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 day upon which, in her opinion, delivery will occur or the actual date of her delivery.
- c) 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. If an 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.

- d) When the Employer has suspended or discontinued operations during the leave of absence and has not resumed operations upon the expiry thereof, the Employer shall upon resumption of operations, reinstate the employee to 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 a system or practice shall reinstate the employee in accordance with the provisions of 19.06 d).
- e) Such absence is not an illness under the interpretation of this agreement, and sick leave benefits cannot be used.
- f) Credits for service for the purpose of salary increments, vacations, or any other benefit included and prescribed under the Employment Standards Act shall continue and seniority shall accumulate during the leave.
- g) 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 four (4) weeks' notice, in writing that she intends to take parental leave.

#### 19.07 Jury or Court Witness Duty

The Employer shall grant leave of absence without loss of seniority to an employee who serves as a juror or subpoenaed witness in any court. The Employer shall pay such an employee the difference between her normal earnings and the payment she receives for jury service or court witness duty, excluding payment for travelling, meals, or other expenses. The employee will present proof of service and the amount of pay received.

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

#### 19.08 Education Leave

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

## **ARTICLE 20 - PAYMENT OF WAGES AND ALLOWANCES**

### **20.01 a) Shift Premium**

The Employer agrees to pay a night shift premium of two dollars (\$2.00) per hour to employees where the majority of their hours fall between the hours of 11:00 p.m. and 7:00 a.m.

### **b) Weekend Premium**

Effective January 1, 2025, Employees shall be paid a Weekend Premium of thirty (\$0.30) cents per hour for all hours worked between Friday at 2300 pm and Sunday at 2300 pm. This premium shall be in addition to the regular Shift Premium. In no event shall there be any pyramiding of premiums.

### **20.02 Pay Days**

The Employer agrees that wages will be paid bi-weekly. In the event the Employer needs to change the day of the week that the wages are paid it will notify the Union at least one full pay period in advance of the change for the purposes of implementation.

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

If an employee is under paid, the following applies:

If the amount of the error is equal to or greater than the employee's normal gross wages for a day of work, the Employer will provide the adjustment payment promptly. The objective is to deliver the payment within three (3) business days of the error being brought to the Employer's attention.

Errors for lesser amounts will be corrected on the next pay.

In the event of an overpayment the parties agree to try and resolve repayment in a mutually satisfactory method. Failing mutual agreement, such amount shall be deducted on the next pay closest to the overpayment.

### **20.03 Temporary Transfers**

When an employee is temporarily assigned in a shift to a higher paying position for at least one full shift, she shall receive the rate for the higher paying position. When an employee is temporarily assigned to a lower paying position than her own, her rate shall not be reduced.

20.04 Responsibility Allowance for Work Outside the Bargaining Unit

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

20.05 Payment for In-Service

The Employer agrees to pay employees who are required by the Employer to attend in-service sessions at their straight time hourly rate for all hours in attendance at such sessions. Such payment shall not be subject to the overtime provisions of the Collective Agreement.

**ARTICLE 21 - EMPLOYEE BENEFITS**

21.01 The Union shall be provided with a current copy of the benefit booklet of all insured benefits.

21.02 Change of Carriers

It is understood that the Employer may at any time substitute another carrier for any plan, provided the benefits remain the same. The union and the Employees shall be provided with 30 days of notice.

21.03 The Employer shall provide all benefits defined in this article to all full time employees who are regularly scheduled a minimum of 24 hours per week and have completed their probationary period.

21.04 Life Insurance and AD & D

The Employer agrees to pay one hundred percent (100%) of the billed premiums for each employee who has completed their probationary period for the Group Benefit Plan. The Employer shall provide all employees with a life insurance and Accidental Death and Dismemberment (AD & D) policy coverage equal to one (1x) times an employee's annual earnings for the most recently completed calendar year.

21.05 Extended Health Care Benefits

The Employer agrees to pay one hundred per cent (100%) of the billed premiums for each eligible employee who has completed their probationary period for the Insurance Plan.

**HEALTH**

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Travel Coverage	Included
Drug/Health Co-Insurance	90%
Drug Dispensing Fee	10%, plus any dispensing fee in excess of \$7, per prescription or refill
Hospital Coverage	Ward Room
Paramedical	\$500 per Practitioner
Vision Care	\$275 per 24 months (12 months for dependent children age 17 and under)

**Effective January 1, 2025, vision care is increased to three-hundred and twenty-five dollars (\$325.00) per 24 months.**

Eye Examinations 1 per 24 months

**DENTAL**

Fee Guide	Current
Basic Dental Maximum	\$1,500 combined with Major
Basic Dental Co-Insurance	90%
Major Dental Maximum	\$1,500 combined with Basic
Major Dental Co-Insurance	50%
Orthodontic Maximum	N/A
Orthodontic Dental Co-Insurance	N/A

**21.06 Pension**

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

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

"Applicable Wages" means the basic straight time wages 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.

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

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

- b) **Effective the first full pay period following January 1, 2025**, each Eligible Employee covered by this Collective Agreement shall contribute from each

pay period an amount equal to one percent (1%) of applicable wages to the Plan. The Employer shall contribute on behalf of each eligible Employee for each pay period, an amount equal to one percent (1%) of applicable wages to the Plan.

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

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

- c) 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.
- d) The Union acknowledges and agrees that other than making its contributions to the Plan as set out in this article, the Employer shall not be obligated to contribute towards the cost of benefits provided by the Plan, or be responsible for providing any such benefits.

The Union and 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 exceeds that which the Employer would have if the Plan were a defined contribution plan.

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

The 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.

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

Any additional information requested 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.

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

- (i) To be Provided Once Only at Plan Commencement
  - a) Date of Hire
  - b) Date of Birth
  - c) Date of first Contribution
  - d) Seniority List to include hours from date of hire to Employer's fund entry date (for purposes of calculating past service credit)
  
- (ii) To be Provided with each Remittance
  - a) Name
  - b) Social Insurance Number
  - c) Monthly remittance
  - d) Pensionable Earnings
  - e) Year to date Contributions
  - f) Employer portion of arrears owing due to error, or late enrolment by the Employer
  
- (iii) To be Provided once, and if Status Changes:
  - a) Address as provided to the Home
  - b) Termination date when applicable
  
- (iv) To be Provided Once, if they are Readily Available
  - a) Gender
  - b) Marital Status

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

- (i) While on paid leave of absence of less than thirty (30) days or as required by the Employment Standards Act.
- (ii) While on pregnancy and parental leave as required by the Employment

Standards Act.

- (iii) While receiving workplace accident insurance for injury while in the employ of the Employer for up to twelve (12) months from the date of the injury.

21.08 Premium In Lieu

**Effective two (2) pay periods after the date of the award:**

Part-time and unscheduled part-time employees shall receive three percent (3.00%) of their regular rate of pay per hour worked above their regular rates of pay as set out in Appendix "A" hereto attached in lieu of all forms of health and welfare and fringe benefits.

**ARTICLE 22 - TECHNOLOGICAL CHANGES**

22.01 Technological and Other Changes

The Employer will notify the Union and its Employees at least fourteen (14) days in advance of any technological or other change, which the Employer plans to introduce that will significantly change the status of the Employees within the bargaining unit.

**ARTICLE 23 - GENERAL CONDITIONS**

23.01 Bulletin Board

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

23.02 Proper Conditions

Appropriate lockers or storage space shall be provided for employees to leave their clothing or belongings during working hours.

23.03 Copies of Agreement

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

23.04 Plural or Feminine Terms May Apply

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

23.05 Increases to the salary schedule shall be retroactive. The Employer will endeavour to provide all retroactivity within forty-five (45) 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.

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

**ARTICLE 24 - TERM OF AGREEMENT**

24.01 Effective Date

The term of this Agreement shall be from August 1, 2023 to July 31, 2025 and shall continue from year to year upon the expiration of that term unless either party gives to the other party notice in writing within the last 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.

DATED this 31 day of July, 2025.

**FOR THE EMPLOYER:**

**FOR THE UNION:**

\_\_\_\_\_  
*Shaneka Brissett*  
Shaneka Brissett (Jul 31, 2025 10:20:52 EDT)

\_\_\_\_\_  
*LP*  
Lola Pouch (Jul 25, 2025 08:01:14 EDT)

\_\_\_\_\_  
*H Cousins*  
H Cousins (Oct 2, 2025 18:50:51 EDT)

\_\_\_\_\_  
*LP*  
Lola Pouch (Oct 2, 2025 09:11:11 EDT)

\_\_\_\_\_

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TT:/COPE491

**SCHEDULE 'A' - WAGES**

KAWARTHA LAKES RESIDENCE			01-08-23	01-Aug-24	(Oct 1, 2024)	Two (2) full pay period following ratification	
Classification	Step	Increment	3.5%	3.5%			
Concierge	1	0	\$ 15.97	\$ 16.53	\$ 17.20		\$ 17.30
	2	487.5	\$ 16.61	\$ 17.19	\$ 17.20		\$ 17.82
	3	1950	\$ 17.27	\$ 17.88			\$ 18.35
	4	3900	\$ 17.93	\$ 18.55			\$ 18.90
RPN	1	0	\$ 25.84	\$ 26.75			
	2	487.5	\$ 26.56	\$ 27.49			
	3	1950	\$ 27.27	\$ 28.23			
	4	3900	\$ 28.00	\$ 28.98			
Guest Attendant	1	0	\$ 16.81	\$ 17.40		\$ 0.50	\$ 17.90
	2	487.5	\$ 17.55	\$ 18.17		\$ 0.50	\$ 18.67
	3	1950	\$ 18.30	\$ 18.94		\$ 0.50	\$ 19.44
	4	3900	\$ 19.04	\$ 19.71		\$ 0.50	\$ 20.21
Cook	1	0	\$ 16.81	\$ 17.40		\$ 0.50	\$ 17.90
	2	487.5	\$ 17.55	\$ 18.17		\$ 0.50	\$ 18.67
	3	1950	\$ 18.30	\$ 18.94		\$ 0.50	\$ 19.44
	4	3900	\$ 19.04	\$ 19.71		\$ 0.50	\$ 20.21
Server	1	0	\$ 15.97	\$ 16.53	\$ 17.20		\$ 17.30
	2	487.5	\$ 16.44	\$ 17.01	\$ 17.20		\$ 17.82
	3	1950	\$ 16.89	\$ 17.48			\$ 18.35
	4	3900	\$ 17.37	\$ 17.98			\$ 18.90
Housekeeper	1	0	\$ 15.97	\$ 16.53	\$ 17.20		\$ 17.30
	2	487.5	\$ 16.44	\$ 17.01	\$ 17.20		\$ 17.82
	3	1950	\$ 16.89	\$ 17.48			\$ 18.35
	4	3900	\$ 17.37	\$ 17.98			\$ 18.90
Resident Engagement Assistant	1	0	\$ 17.22	\$ 17.83			
	2	487.5	\$ 17.64	\$ 18.25			
	3	1950	\$ 18.05	\$ 18.68			
	4	3900	\$ 18.46	\$ 19.11			
Maintenance Assistant	1	0	\$ 19.63	\$ 20.32			
	2	487.5	\$ 20.05	\$ 20.75			
	3	1950	\$ 20.46	\$ 21.18			
	4	3900	\$ 20.88	\$ 21.61			
Dining Room Lead	1	0	\$ 19.48	\$ 20.16			
	2	487.5	\$ 20.01	\$ 20.71			
	3	1950	\$ 20.53	\$ 21.25			
	4	3900	\$ 21.06	\$ 21.80			
PSW (**New**)	1	0					\$ 18.90
	2	487.5					\$ 19.67
	3	1950					\$ 20.44
	4	3900					\$ 21.21

## LETTER OF UNDERSTANDING

between

**Kawartha Retirement Residence**

and

**Canadian Union of Public Employees and its Local 5438**

RE: Extended Twelve (12) Hour Tour Schedules and Hybrid Schedules (combination of twelve (12) and eight (8) hour tours)

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### **Purpose**

The purpose of this Letter of Understanding is to vary certain terms of the Collective Agreement for the implementation, scheduling, call in and discontinuation of extended twelve (12) hour tour schedules and hybrid schedules. With the exception of specific variations set forth in the Letter of Understanding, all other conditions and terms of the Collective Agreement shall remain in force and in effect. It is understood that insofar as any provision of the Letter of Understanding shall prevail.

- A) An extended twelve (12) hour tour shall embody the following conditions:
- a. 11.25 consecutive hours in any twenty-four (24) hour period, exclusive of a total of forty-five (45) minutes of unpaid relief time, and
  - b. Subject to exigencies of resident care, a total of forty-five (45) minutes of paid relief time
- B) An eight (8) hour tour shall embody the following conditions:
- a. 7.5 consecutive hours in any twenty-four (24) hour period, exclusive of a thirty (30) minutes of unpaid relief time , and
  - b. Subject to exigencies of patient care, a total of thirty (30) minutes of paid relief time.
- C) An extended twelve (12) hour tour schedule shall include tours as referred to in A) above.
- D) A hybrid schedule shall include tours as referred to in A) and B) above.
- E) a. An extended tour or hybrid schedule shall be introduced in any classification when:

- i. Clear majority of employees in the classification indicate by secret ballot, in a vote conducted by the Union, and
    - ii. The Employer agrees to implement an extended tour or hybrid schedule. Such agreement shall not be withheld in an unreasonable or arbitrary manner.
  - b. An extended tour or hybrid schedule shall be discontinued in any classification when:
    - i. Clear majority of employees in the classification indicate by secret ballot, by a vote conducted by the Union, or
    - ii. The Employer because of
      - 1. Adverse event on resident care, or
      - 2. Inability to provide a workable schedule, or
      - 3. Other reasons which the Employer states its intention to discontinue an extended tour.
  - c. If an extended tour or hybrid schedule is discontinued in accordance with (b)(i) or (b)(ii) above:
    - i. The parties shall meet within two (2) weeks of the decision to discontinue to review the decision; and
    - ii. The affected employees shall be given at least sixty (60) calendar days' notice before such discontinuance.
  - d. The secret ballots referred to in a) and b) above:
    - i. Must be counted and verified in the presence of a Union representative, and
    - ii. Shall not take place unless six (6) months has elapsed from the date of any such previous ballot within the classification.
- F) An employee shall not be required to work more than three (3) consecutive twelve (12) hour tours without a day off. If an employee is required to work more than three (3) consecutive twelve (12) hour tours, the Employer will pay the employee premium payment in accordance with Article 15 for every consecutive twelve (12) hour tour worked following the third (3rd) and consecutive twelve (12) hour tour.
- G) Overtime in accordance with Article 15 shall be paid for all hours worked in excess of a scheduled extended twelve (12) hour tour or a scheduled eight (8) hour tour.
- H) It is understood that all hours worked in excess of two hundred and twenty-five (225) hours averaged over a six week period shall be paid as overtime in accordance with Article 15
- I) There shall be a minimum of twelve (12) hours scheduled off between tours. Should the Employer schedule less than twelve (12) hours between the tours, the employees shall be paid overtime in accordance with Article 15 for the entire tour worked that does not provide such minimum.

- J) Shift premium shall be paid in accordance with Article 20.
- K) Payment for vacation, sick and paid holidays for full-time employees is based on the equivalent to the seven and one-half (7.5) hour entitlement.
- L) An employee working an extended tour on a paid holiday will be paid for actual hours worked on the holiday in accordance with Article 16. Paid hours for each with designated holiday not worked, and each lieu day for each designated holiday worked by full-time employees shall be 7.5 hours (i.e.) 12 paid holidays X 7.5 = 90 hours in one year.
- M) If an extended tour becomes available, the tour shall be offered in accordance with the call in procedure to employees in the classification who are not scheduled to work in circumstances where no overtime or premium payments(s) would result.

DATED this 31 day of July, 2025.

**FOR THE EMPLOYER:**

Shaneka Brissett  
Shaneka Brissett (Jul 31, 2025 10:20:52 EDT)

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HCousineau  
HCousineau (Oct 2, 2025 18:50:51 EDT)

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**FOR THE UNION:**

Lella Paugh  
Lella Paugh (Jul 28, 2025 08:43:56 EDT)

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Lella Paugh  
Lella Paugh (Jul 29, 2025 23:44:06 EDT)

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**LETTER OF UNDERSTANDING**

**between**

**Kawartha Retirement Residence**

**and**

**Canadian Union of Public Employees and its Local 5438**

RE: Grandparented Sick Leave

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Notwithstanding Article 18.02, employees who were classified as full-time employees prior to **March 29, 2021** shall be entitled to the following sick leave plan:

1. Full-time employee shall accrue 7.5 hours for each 162.5 hours worked to a maximum of ninety (90) hours per calendar year which days can be used for their intended purpose, but never cashed out.
2. Full-time employees will have their prior accumulated sick leave entitlement converted to the cash value frozen and a letter will be provided to each employee and placed in their file. These employees may draw from this frozen amount should they have no sick leave entitlement. Employees who leave their employment or who retire will be paid fifty percent (50%) of the unused portion of their frozen amount. Such payment will not be paid where an employee is discharged for cause.

DATED this 31 day of July, 2025.

**FOR THE EMPLOYER:**

*Shaneka Brissett*

Shaneka Brissett (Jul 31, 2025 10:20:52 EDT)

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*H Cousseineau*

H Cousseineau (Oct 2, 2025 18:50:51 EDT)

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**FOR THE UNION:**

*JP*

JP (Jul 31, 2025 10:20:52 EDT)

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*JP*

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**LETTER OF UNDERSTANDING**

**between**

**Kawartha Retirement Residence**

**and**

**Canadian Union of Public Employees and its Local 5438**

**RE: Recognition of Previous Experience – RPNs Only**

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The Employer will recognize recent related experience on the basis of one (1) annual increment for each one (1) year of service up to the maximum of the grid. Part-time service shall be recognized on the basis of nineteen hundred and fifty (1950) hours paid in previous employment equals one (1) year of service. It shall be the responsibility of a newly hired Employee to provide reasonable proof of recent and related experience within thirty (30) days of beginning employment in order to be considered for a salary increment, and if she fails to do so she shall not be entitled to recognition.

NOTE: For greater clarity, recent related experience includes recent related RPN experience out of province.

DATED this 31 day of July, 2025.

**FOR THE EMPLOYER:**

Shaneka Brissett  
Shaneka Brissett (Jul 31, 2025 10:20:52 EDT)

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H Cousins  
HCousineau (Oct 2, 2025 18:50:51 EDT)

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**FOR THE UNION:**

Lella Paugh  
Lella Paugh (Jul 28, 2025 08:42:56 EDT)

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[Signature]  
[Signature] (Jul 29, 2025 23:44:06 EDT)

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**LETTER OF UNDERSTANDING**

**between**

**Kawartha Retirement Residence**

**and**

**Canadian Union of Public Employees and its Local 5438**

RE: Private Duty Care

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An employee of the Kawartha Lakes Retirement Residence cannot be contracted or retained as a Private Caregiver/Companion for a resident while working for the Employer.

DATED this 31 day of July, 2025.

**FOR THE EMPLOYER:**

Shaneka Brissett  
Shaneka Brissett (Jul 31, 2025 10:20:52 EDT)

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HConsineau  
HConsineau (Oct 2, 2025 18:50:51 EDT)

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**FOR THE UNION:**

Lella Pough  
Lella Pough (Jul 28, 2025 08:42:56 EDT)

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[Signature]  
[Signature] (Jul 29, 2025 23:44:06 EDT)

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