



COLLECTIVE AGREEMENT

Between

JACKSON CREEK RETIREMENT RESIDENCE

- and -

**THE CANADIAN UNION OF PUBLIC
EMPLOYEES
AND ITS LOCAL 5186**

NOVEMBER 1st 2022 to OCTOBER 31st 2024

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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 determine and establish standards and procedures for the care, welfare, safety and comfort of the residents of the retirement home;
 - (b) to maintain order, discipline and efficiency and to make, alter and enforce reasonable rules and regulations to be observed by the employees;
 - (c) 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 a grievance and dealt with as hereinafter provided;
 - (d) the question of whether one of the above rights is modified or limited by this Agreement may be decided through the grievance and arbitration procedure.
- 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, employers' organization or Employees' organization, physical appearance, residence, or the association with others similarly protected.

ARTICLE 2 - RECOGNITION

- 2.01 Bargaining Unit
- Upon the application of the applicant and in accordance with the provisions of the *Labour Relations Act, 1995* THIS BOARD DOTH CERTIFY Canadian Union of Public Employees as the bargaining agent of all employees employed by CSH Jackson Creek Inc., C.O.B. as Jackson Creek Retirement Residence in the City of Peterborough, Ontario save and except supervisors and persons above the rank of supervisor, concierge and clerical staff.
- 2.02 Work of the Bargaining Unit
- Persons whose jobs (paid or unpaid) are not in the bargaining unit shall not work on any jobs, which are included in the bargaining unit, except for the purposes of instruction, experimenting, emergencies, or while awaiting the arrival of a regular employee.
- 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 all work or services performed by the employees shall not be sub-contracted, transferred, leased, assigned, or conveyed, in whole or in part, to any other person, company, or non-unit employee.

2.05 Representatives of Canadian Union

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 advisor(s) 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, with prior notice to the Employer.

2.06 Definition of Employee

- (a) A "full-time" employee shall be deemed to be an employee who regularly works more than seventy-two(72) hours bi-weekly, 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 forty-eight (48) bi-weekly , who makes a commitment to be available on a pre-scheduled basis as required, and in respect of whom there is advance scheduling.
- (c) A casual employee is defined as an employee who has no regular schedule and is called-in as needed.

2.07 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.

ARTICLE 3 - NO STRIKES/NO LOCKOUTS

3.01 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

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.

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. The Employer agrees to develop, a policy against sexual harassment and make all management personnel and employees aware that violations of the policy shall be subject to disciplinary action. The Employer also agrees to include the subject of sexual harassment in staff or management training sessions. A copy of the policy shall be provided to the Union.

3. Cases of sexual harassment shall be considered as discrimination and shall be eligible to be processed as grievances.
4. 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.
5. No information relating to the grievor's personal background, lifestyle or mode of dress will be admissible during the grievance or arbitration process.
6. The Employer recognizes the principle that it is her responsibility to maintain a discrimination-free workplace. Therefore, where sexual harassment has been proven, an Arbitration Board will have the additional power to levy a penalty on the Employer.

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

- (a) The Employer agrees to acquaint new employees with the fact that a Union Agreement is in effect and with the conditions of employment set out in the Articles dealing with Union Security and Dues Check-Off.
- (b) The Employer agrees that a Local Union representative will be given the opportunity to interview each newly-hired employee who is not a member of the Union, once during the employee's probationary period of employment, for the purpose of advising such employee of the existence of the Union and of her rights and obligations under the terms of this Agreement. Such interview may take place on the Employer's premises at a time and location designated by the Employer for such interview, and shall not exceed fifteen (15) minutes duration.

5.04 T4 Slips

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

ARTICLE 6 - CORRESPONDENCE

6.01 Correspondance

All correspondence between the parties, arising out of this Agreement or incidental thereto shall pass to and from the General Manager or his/her designate and the Secretary of the Union with a copy sent to the Local President, National Representative of the Union and the Director of Labour Relations of the employer 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 entitled 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 immediate supervisor. Such permission shall not be unreasonably withheld. All time spent in performing such union duties, including work performed on various committees, shall be considered as time worked. Arbitration time considered as time worked shall be paid by the Employer to the Union representative and submitting by the Employer to the Local for reimbursement.

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

Bargaining Committee members shall be entitled to leave their work during working hours in order to carry out their functions under this agreement, including, but not limited to: attendance at meetings with the Employer, participation in negotiations and arbitration. Permission to leave work during working hours for such purposes shall first be obtained from the immediate supervisor. Such permission shall not be unreasonably withheld. All time spent in performing the above shall be considered as time worked. The bargaining Committee shall have the right to attend negotiation meetings held within the employees working hours without loss of remuneration. Arbitration time considered as time worked shall be paid by the Employer to the Union representative and submitted by the Employer to the Local for reimbursement.

7.03 Union - Management Committee

A Union - Management Committee shall be established consisting of representatives of the Union and 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:

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

Meetings of Committee

The Committee shall meet at least quarterly at a mutually agreeable time and place. Its members shall receive a notice and agenda of the meeting at least (1) week ahead in advance of the meeting. Employees shall not suffer any loss of pay for time spent with this Committee. It is understood that the Committee meetings shall be no longer than 2 hours in length.

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, the CUPE Representative and the Employer shall each receive two (2) signed copies of the minutes within seven (7) days 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 parties agree to abide by the Occupational Health and Safety Act and its regulations. The Employer and the Union agree that they mutually desire to maintain standards of safety and health in the home, in order to prevent injury and illness.

- (b) A joint management and employees Health and Safety Committee shall be constituted with representation of at least half by employees from the various bargaining units and of employees who are not represented by Unions and who do not exercise managerial functions, which shall identify potential dangers, recommend means of improving the health and safety programs and obtaining information from the Employer or other persons respecting the identification of hazards and standards elsewhere. The committee shall normally meet at least once a month. Scheduled time spent in such meetings is to be considered to be time worked. Minutes shall be taken of all meetings and copies shall be sent to the Employer and to the Union.
- (c) Two (2) representatives of the Joint Health and Safety Committee, one (1) from management and one (1) from the employees on a rotating basis designated by the employees, shall make monthly inspections of the workplace and equipment and shall report to the Health and Safety Committee the results of their inspection. In the event of accident or injury, such representatives shall be notified immediately and shall investigate 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. Scheduled time spent in all such activities shall be considered as time worked at regular or premium rates that may apply.
- (d) The Joint Health and Safety Committee and the representatives thereof shall have reasonable access to the annual summary of data from the incident reports at the work site and from ACE, relating to the number of work accident fatalities, the number of lost workday cases, the number of lost workdays, the number of non-fatal cases that required medical aid without lost workdays, the incidence of occupational injuries, and such other data, as the WISB may decide to disclose.
- (e) The Union agrees to endeavour to obtain the full co-operation of its membership in the observation of all safety rules and practices.

7.05 Private Accident Insurance

The Employer will continue to pay for private occupational accident insurance under this policy.

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 and the department(s) he/she represents before the Employer shall be required to recognize him/her.

8.03 Grievance Committee

The Union Grievance Committee shall be composed of two (2) members that represent the Local and the Employer Grievance Committee shall be composed of two (2) individuals that represent the Employer.

8.04 Permission to Leave Work

The Employer agrees that Stewards and/or the grievance shall not be hindered, coerced, restrained or interfered with in any way in the performance of their duties, while investigating disputes and presenting adjustments as provided in this article.

Union officers and committee members shall be entitled to leave their work during working hours in order to carry out their functions under this agreement, including, but not limited to, 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 immediate supervisor. Such permission shall not be unreasonably withheld.

All time spent in performing such union duties, including work performed on various committees shall be considered as time worked. Arbitration time considered as time worked shall be paid by the Employer to the Union representative and submitting by the Employer to the Local for reimbursement.

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 Grievance Procedure

It is the mutual desire of the parties hereto that complaints of employees shall be adjusted as quickly as possible and it is understood that an employee has no grievance until they have given their supervisor/General Manager an opportunity to adjust the complaint.

Step 1

Failing satisfactory settlement regarding the interpretation, application, administration or alleged violation of this agreement, the employee may take the matter up as a grievance within seven (7) working days after receiving an unsatisfactory reply to the complaint. The grievance shall contain a written statement of the particulars of the grievance and the redress sought. The parties will convene a grievance meeting within ten (10) days of receipt of the grievance. The Employer shall render his/her decision within seven (7) working days after receipt of such notice.

Step 2

Failing satisfactory settlement at Step #1, the Union may, within ten (10) days of receipt of the Administrator's reply, request a meeting between the parties. The Administrator shall respond in writing within seven (7) days of the date of the meeting set out herein. Failing settlement at Step #2 the grievance may be submitted to arbitration as hereinafter provided if the request is made in writing to the other party within fourteen (14) days after the decision has been given at Step #2. If the grievance is not forwarded to arbitration within those fourteen (14) days, the grievance will be deemed to have been settled or abandoned, unless extended by mutual agreement of both parties.

Step 3

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, Step 1 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 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. Violation of this section shall result in the grievance being allowed.

8.11 Replies in Writing

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

8.12 Meeting Rooms for Grievances

In order to facilitate an orderly and confidential investigation of grievances, the Employer shall make available the temporary use of a private office or similar facility. The employer shall also supply the necessary facilities for the grievance meetings.

8.13 Failure to Act Within Time Limits

If the grievor or the Union fails to process a grievance to the next step in the grievance procedure within the time limits specified they shall not be deemed to have prejudiced their position in arbitration.

8.14 Referral to Arbitration

If arbitration of any grievance is to be invoked, the request shall be made by either party within fourteen (14) working days after the dates of the reply at Step 2.

8.15 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 In the event that one party wishes to submit a grievance to Arbitration, the matter shall be dealt with by a Sole Arbitrator. The party submitting the grievance to Arbitration shall propose three (3) arbitrators. The recipient of the notice shall in reply, advise as to its acceptance of one of the proposed arbitrators or three (3) alternative choices. Each party shall pay one-half (1/2) of the fees and expenses of the arbitrator and any costs of the place of hearing of such arbitration.

9.02 Powers of the Arbitrator

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

9.03 Decision of the Arbitrator

The Arbitrator shall hear and determine the matter and shall issue a decision which shall be in writing and contain the reasons for the decision.

9.04 Time limits

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

ARTICLE 10 - DISCIPLINE

10.01 Adverse Report

The Employer shall notify an employee in writing of any expression of dissatisfaction concerning his/her work within ten (10) working days of the event of the complaint, with copies to the Union. This notice shall include particulars of the work performance, which led to such dissatisfaction. If this procedure is not followed, such expression of dissatisfaction shall not become part of his/her record for use against him/her in regards to discharge, discipline, promotion, demotion, or other related matters. This Article shall be applicable to any complaint or accusation, which may be detrimental to an employee's advancement or standing with the Employer whether or not it relates to his/her work. The employee's reply to such complaint, accusation or expression of dissatisfaction shall become part of his/her record.

10.02 Clearing the File

Any letter of reprimand, suspension or other sanction will be removed from an employee's record and shall not be used against her after a period of eighteen (18) months, provided that the employee's record has been discipline-free for eighteen (18) months.

10.03 Discipline Notices

Whenever the Employer or a representative of the Employer deems it necessary to censure an employee in a manner indicating that dismissal may follow any repetition of

the act complained of or omission referred to, or that dismissal may follow if such employee fails to bring her work up to a required standard, the Employer shall, within five (5) days thereafter, give written particulars of such censure to the President of the Union, with a copy to the employee involved. The copy shall be presented to the employee in the presence of her steward.

10.04 Discharge Procedure

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

10.05 May Omit Grievance Steps

An employee considered by the Union to be wrongfully or unjustly discharged or suspended shall be entitled to a hearing under Article 8, Grievance Procedure. Step 1 of the Grievance Procedure shall be omitted in such cases.

10.06 Unjust Suspension or Discharge

Should it be found upon investigation that an employee has been unjustly suspended or discharged, such employee shall be immediately reinstated in her former position, without loss of seniority, and shall be compensated for all time lost in an amount equal to her normal earnings during the pay period next preceding such discharge or suspension, or by any other arrangement as to compensation which is just and equitable in the opinion of the parties or in the opinion of an Arbitrator, if the matter is referred to Arbitration..

10.07 Access to Personnel File

An employee shall have the right during normal business hours of the administration office to have access to have a copy of and review his/her personnel file. The employee will make such request in writing to the Employer and the Employer will arrange a time within one week of the request. 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.

10.08 Right to have Steward present

An employee shall have the right to have his/her Steward present at any discussion with supervisory personnel, which the employee believes might be the basis of disciplinary action. Where a supervisor intends to interview an employee for disciplinary purposes, the supervisor shall notify the employee in advance of the purpose of the interview. The employer shall also notify the employee of their right to have a Union Steward present at the interview. A Steward or Local Officer may have the right to consult with a C.U.P.E. staff representative and may have him/her present at any discussion with supervisory personnel which might be the basis of disciplinary action.

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 and is based on date of hire. Part-time and casual employees will

accrue seniority based on hours worked. Notwithstanding the above, a part-time or casual 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 a seniority list for full-time, part-time and casual 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 monthly.

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 list 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 six (6) calendar months or 450 hours from the date of hiring, whichever comes first. A probationary employee may be recognized as a permanent employee at some time prior to the completion of the probationary period. 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 and for such will not have access to the grievance procedure. After completion of the probationary period, seniority shall be effective from the original date of employment. The probation period may be extended by mutual agreement between the Employer and the Union.

11.04 Loss of Seniority

An employee shall not lose seniority rights if she is absent from work because of sickness, accident, lay-off, or leave of absence approved by the Employer.

An employee shall only lose her seniority in the event:

- (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.

11.05 Transfers and Seniority Outside Bargaining Unit

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

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

11.06 If an employee transfers from part-time to full-time, the following method shall be used to calculate her seniority from one group to another for purposes of establishing anniversary date: 1850 hours paid equals one (1) year.

11.07 If an employee transfers from full-time to part-time, the following method shall be used to calculate her seniority from one group to another for purposes of establishing an anniversary date: one (1) year equals 1850 hours paid.

ARTICLE 12 - PROMOTIONS AND STAFF CHANGES

12.01 a) Job Postings

When a vacancy occurs or a new position is created within the bargaining unit, within seven (7) days of the vacancy, 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) working days so that interested employees can apply. The name of the successful applicant shall be posted on the Employer's main bulletin board.

(b) Temporary Vacancies

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

(c) 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 six (6) 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 or a casual employee is the successful applicant, the said employee shall retain his/her part-time/casual 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.

(d) Successful Applicant

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

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

12.02 Information in Postings

The job posting notice shall contain the following information: nature of the position, qualifications, shift(s), minimum hours of work, wage or salary rate or range.

12.03 No Outside Advertising

No external applicants of outside advertising for additional employees shall opportunity for interview until present employees have had full opportunity to apply as provided in Article 12.01.

12.04 Recognition of Seniority

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

12.05 Methods of Making Appointment

In making staff changes, transfers, or promotions, appointment shall be made of the senior applicant able to meet the normal requirements of the job. Appointments from within the bargaining unit shall be made within three (3) weeks of posting.

12.06 Trial Period

The successful applicant shall be placed on trial for a period of forty five (45) days. Conditional on satisfactory service, such trial promotion shall become permanent after the period forty five (45) days. 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 himself unable to perform the duties of the newly acquired posting, 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 12.05. If there are no unsuccessful applicants then the position would be reposted.

12.07 Union Notification

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

Notices of such appointments shall also be posted.

12.08 Disabled Employee's Preference

An employee who has been incapacitated at her work by injury or compensable occupational disease, or who, through advancing years or temporary disablement is unable to perform her regular duties, will be employed in other work which she can do, in accordance with the Employer's obligation under the Ontario Human Rights Code of Duty to Accommodate.

12.09 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.

ARTICLE 13 - LAY OFFS AND RECALLS

13.01 Lay offs and Rehiring Procedure

Both parties recognize that job security should increase in proportion to length and quality of service. Therefore, in the event of a lay off, employees shall be laid off in accordance with Article 11 - Seniority; however, the Employer will retain sufficient employees in each classification in order to continue to provide competent nursing care for residents of the Home. Employees shall be recalled in the order of their seniority, providing they are qualified to do the work. Employees who are on lay off will continue to accrue seniority.

13.02 Lay offs, under the provisions of this Collective Agreement shall include the reduction of daily or biweekly hours of any full-time or part-time employee.

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

13.03 Notice of Lay Off

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

- (a) Provide the Union with at least eight (8) weeks 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. The Act will be considered to provide the following additional notice:
 - for service greater than nine years, nine weeks of notice;
 - for service greater than ten years, ten weeks of notice;
 - for service greater than eleven years, eleven weeks of notice;
 - for service greater than twelve years, twelve weeks of notice;

- (c) meet with the Union through the Labour Management committee to review the reasons and expected duration of the lay-off, any realignment of service or staff and its effect on employees in the bargaining unit.

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

13.04 Lay Off Procedure

- (a) In the event of lay off, the Employer shall lay off employees in reverse order of seniority within their classification, provided that there remain on the job employees who are able to meet the normal requirements of the job.
- (b) An employee who is subject to lay-off shall have the right to either:
 - i) Accept the lay off; or
 - ii) Displace an employee who has
 - less bargaining unit seniority in a lower or identical paying classification; and
 - who has scheduled hours less than or equal to the employee being laid off; and
 - if the employee originally subject to lay off is qualified for and can perform the duties without training other than orientation.
 - iii) An employee who wishes to exercise her or her right to displace another employee with less seniority shall advise the Employer within seven (7) days of the date of the notice of layoff issued by the Employer.
 - iv) For the purpose of the operation of clause (b) ii), laid off part-time employees shall not have the right to displace full-time employees.
 - v) 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 full-time bargaining unit employee shall then be allowed to displace a part-time bargaining unit employee with less seniority provided that the employee is qualified and able to do the work available.

13.05 (a) An employee shall have opportunity of recall from a lay-off to an available opening, in order of seniority, provided she has the ability 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. In determining the ability and qualifications as required by law, as agreed between the parties, of an employee to perform the work for the purposes of the first sentence above, the Employer shall not act in an arbitrary manner.

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

- (c) It is the responsibility of the employee who has been laid off to notify the Employer of his/her intention to return to work within seven (7) calendar days after being notified to do so by registered mail, (which notification shall be deemed to have been received on the second date of mailing) and return to work within seven (7) calendar days after being notified. The notification shall state the job to which the employee is eligible to be recalled and the date and time at which the employee shall report for work.
- (d) Employees on lay off or notice of lay off shall be given preference for temporary vacancies, which are expected to exceed twenty (20) days of work. An employee who has been recalled to such temporary vacancy shall not be required to accept such recall and may instead remain on lay off. This provision supersedes the job posting provision.

ARTICLE 14 - HOURS OF WORK

14.01 Normal Hours of Work

- (a) 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 with a week being the period from Sunday to Saturday. If the employee is required to remain on site during the meal break the employee shall be paid his/her regular rate of pay for the full thirty (30) minutes.

The parties agree that the Reception line shall not be required to work more than six (6) consecutive days without receiving a day off, unless otherwise mutually agreed.

- (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) All hours shall be distributed by seniority.

14.02 Days Off

Days off shall be planned in such a way as to equally distribute free weekends. A full-time employee shall receive one weekend off in every two-week period, which shall include Saturday and Sunday. A part-time employee shall not be required to work more than three (3) weekends in a row unless mutually agreed.

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. The schedule will be posted in ink and will not be changed without the consent of the employee involved. The Union shall receive a copy of the said schedules on request.

There shall be no split shifts.

14.04 Rest Period

All employees shall be permitted a rest period of fifteen (15) consecutive minutes in the first half and the second half of a shift in an area made available by the Employer, during a shift of at least 7 hours in duration.

Short shifts in excess of a five (5) hour duration shall also be provided a half hour unpaid meal break.

14.05 Reporting Pay

Employees who report for any scheduled shift will be guaranteed at least three (3) hours of work, or if no work is available, will be paid at least three (3) hours except when work is not available due to conditions beyond the control of the 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 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 twelve (12) hours off between the ending of one scheduled shift and the commencing of the other scheduled shift. Where the twelve (12) hours is not granted, the employee shall be paid such hours of work at the rate of time and one-half (1½).

14.08 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.

ARTICLE 15 - OVERTIME

15.01 Overtime Defined

All time worked outside the normal workday, the normal workweek, or on a holiday shall be considered as overtime.

15.02 Overtime Rates

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 (2) week period or authorized work on a full-time 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.

- 15.03 No Lay Off to Compensate for Overtime
 Employees shall not be required to lay off during regular hours to equalize any overtime worked.
- 15.04 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.
- 15.05 Minimum Call-back Time
 When an employee is called back to work after leaving the nursing home, or upon completion of his/her shift, such employee shall be paid at time and one-half (1½) his/her regular rate of pay for actual hours worked with a minimum of three (3) hours of such pay. If an employee is called in immediately prior to the commencement of his/her regular shift, he/she shall be paid at the overtime rate of time and one-half (1½) of the actual hours worked until the commencement of the shift.
- 15.06 Time Off in Lieu of Overtime
 Instead of cash payment for overtime, an employee may choose to receive time off at the appropriate overtime rate at a time mutually agreed to by the employee and the Employer, recognizing the operational needs of the Home.
- 15.07 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.
- 15.08 Meal Allowance
 An employee required to work in excess of two (2) hours post their regularly scheduled shift shall be provided with a meal. One meal will be available to staff while on shift; the employee must buy tickets prior to receiving a meal.
 Employees will be given 30 days' notice to any increase to the cost of a meal.

ARTICLE 16 - HOLIDAYS

- 16.01 The following Holiday Pay provisions apply to all full-time employees:

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

The Employer agrees to grant full-time employees two (2) floating days off with pay to be taken on a day mutually agreed upon between the Employer and the Employee.

16.02 Holiday Qualifications

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

16.03 Payment for Holidays

An employee who is required to work on any of the above named holidays will receive pay at the rate of time and one-half (1½) the employee's regular hourly rate for every hour worked on such day. In addition to pay for the holiday at the employee's regular hourly rate and in consideration of the Homes operational needs, a full-time employee may be granted an alternate day off (lieu day), at a mutually agreeable time, to be taken within sixty (60) days after the holiday except at Christmas and New Year's. Payment for such lieu day will be based upon the entitlement the employee otherwise would have been eligible to receive for the holiday at straight time hourly rates. Part-time employees shall be paid in accordance with 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 with pay at a time mutually agreed upon between the employee and the Employer, or by mutual agreement, a day's pay in lieu thereof, provided the Employee places such request at least two (2) weeks prior to the stat holiday.

16.05 Christmas or New Year's Off

The holiday schedule shall provide that every employee shall have at least Christmas or New Year's off. The Employer will endeavour to schedule employee's off on Christmas Eve if scheduled to work on Christmas and will endeavour to schedule said employee off on New Year's Eve and New Year's Day. If an employee is off Christmas they may be scheduled both New Year's Eve and New Year's Day, so long as the scheduling is in accordance with Article 14.07. The Employer will endeavour to schedule alternating Christmas's off.

ARTICLE 17 - VACATIONS

17.01 Length of Vacation

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

Full Time Less than one (1) year of service	10/12 of a working day for each month worked at 4% of total earnings
One (1) year of service but less than five	4% of gross earnings not to exceed 10 working days
Five (5) years of service but less than ten	6% of gross earnings not to exceed 15 working days
Ten (10) years of service but less than 15	8% of gross earnings not to exceed 20 working days

Fifteen (15) years of service	10% of gross earnings not to exceed 25 working days
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Part-time and Casual

For the purposes of vacation entitlement, part-time/casual employees credited with one year of service for each 1850 hours worked.

Any part-time/casual employee having unused vacation earned during the year and not taken, shall be paid out before December 31st of each year.

17.02 Holidays During Vacation

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

17.03 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.

17.04 Preference in Vacations

Vacations shall be granted first on the basis of seniority.

17.05 Vacation Schedules

Deadlines for submitting vacation requests shall be as follows:

For vacations falling in June, July and August, vacations requests must be made no later than April 30th. The vacation schedule for this period shall be posted no later than May 30th.

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

Employees who have three (3) weeks or more vacation allowance will be allowed to take one (1) week in single days.

17.06 Unbroken Vacation Period

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

17.07 Illness During Vacation

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

17.08 Vacation Banks

Every December, full-time employees will have the option to request, in writing, payment of any amount of this bank of monies. Payment shall be made to the employee within two pay periods of such request.

ARTICLE 18 - SICK LEAVE PROVISIONS

18.01 Sick Leave Defined

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

18.02 Proof of Illness

Following three (3) consecutive days of illness, an employee may be required to provide a doctor's certificate, certifying that the employee was unable to carry out her duties due to illness. The employer will pay for the medical certificate requested up to fees that are reasonable and customary.

18.03 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.

18.04 Sick Leave Record

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

18.05 Amount of Sick Leave

Full-time employees will be credited with one (1) day of sick leave per month to a maximum of ten (10) days accumulated in their sick bank, which days can be used for their intended purpose but never cashed out.

18.06 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; provided that this requirement shall be waived by the Employer where the employee was unable to give such notice due to circumstances beyond her control.

Where circumstances permit, an individual scheduled for nights shall notify the Employer at least two (2) hours in advance of the commencement of her scheduled shift.

18.07 Definitions

For the purpose of this Article, the word "month" shall mean a calendar month, and the words "sick leave" shall include injury and/or any other physical incapacity.

18.08 Medical Care Leave

Employees may be allowed to use accumulated sick leave credits in order to engage in personal preventative medical health.

Permission will not be unreasonably withheld provided adequate notice and requested documentation is given in advance.

18.09 Injury Pay Provisions

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

ARTICLE 19 - LEAVE OF ABSENCE

19.01 General Leave

The Employer may grant leave of absence under this Collective Agreement and or the Employment Standards Act, 2000 with or without pay and without loss of seniority to any employee requesting such leave of absence for valid personal reasons such request to be in writing and approved by the Employer. Employees on approved leave of absence should not engage in any gainful employment without permission of the Employer. Such leave is not to be unreasonably denied.

19.02 Leave for Union Business

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

19.03 Leave for Union Function

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

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 any body 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.

19.04 Bereavement Leave

- (a) In the event of the death of an employee's spouse (including same sex or common-law spouse and fiancée), child or parent, the employee shall be entitled to leave of absence without loss of pay for five (5) days.
- (b) In the event of the death of an employee's sister, brother, mother-in-law, father-in-law, son-in-law, daughter-in-law, grandparent or grandchild (including in-laws), the employee shall be entitled to leave of absence without loss of pay for three (3) days .

- (c) In the event of the death of an employee's aunt, brother-in-law, sister-in-law, uncle, former or legal guardian, niece or nephew or any other second degree relative, the employee shall be entitled to leave of absence without loss of pay for one (1) day .

It is understood that one (1) of the above mentioned days can be reserved for a later interment or memorial/celebration but must be utilized within thirteen (13) months from the date of the death.

19.05 Family Leave

Employees shall be granted a leave of eight (8) weeks to care for a seriously ill family member. This leave is in addition to all other existing leave provisions in the Collective Agreement. During the leave the employee will continue to accumulate all benefits and seniority under the Collective Agreement. If the employee chooses to make contributions for the period of the leave to the pension or benefit plan, the Employer will pay the Employer's contributions for the same period. On return from leave, employees will be placed in their former position.

The employee may request an extension to the leave in writing should circumstances warrant. Approval of an extension shall not be unreasonably denied. During an extended leave the employee shall continue to accrue all benefits and seniority.

19.06 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 child or the date the child first came into 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 her or her own.
- (iii) Parental leave must begin within fifty-two (52) weeks of the birth of the child or within fifty-two (52) weeks of the day the child first came into the custody, care and control of the parent. 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.

Parental leave ends thirty-five (35) weeks or thirty-seven (37) weeks after it began, as the case may be, or on an earlier day if the employee gives the Employer at least four (4) weeks written notice of the day.
- (v) For the purposes of Parental Leave the provisions under 19.06 a), d), e), f), g) and h) shall also apply.

The employer will continue to pay its share of the contributions of the subsidized employee benefits, including pension, in which the employee is participating for a period of up to seventeen (17) weeks while the employee is on pregnancy leave.

Credits for service and seniority shall accumulate for a period of up to seventeen (17) weeks while an employee is on pregnancy leave on the basis of what the employee's normal regular hours of work would have been.

The employer will continue to pay the percentage in lieu of benefits and its share of pension contributions during the period of pregnancy leave. The employer will register those benefits as part of the Supplemental Unemployment Benefit Plan with the Canada Employment Insurance Commission.

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 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 Shift Premium

(a) The Employer shall pay a shift premium of twenty-five cents (\$.25) per hour to employees for each hour worked between the hours of 3:00 p.m. and 7:00 a.m.

Weekend Premium

(b) The Employer shall pay a weekend premium of thirty-five cents (\$0.35) per hour for all hours worked between 11:00 p.m. Friday afternoon and 11:00 p.m. Sunday.

20.02 Pay Days

The Employer agrees that wages will be paid bi-weekly on every second Friday.

On each payday each employee shall be provided with an itemized statement of her wages, overtime and other supplementary pay and deductions, including union dues deduction. 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 normally be corrected on the next pay.

When an employee receives an overpayment, the employee will meet with the Employer to arrange a repayment of the overpayment. Such agreement shall be in writing and the employee shall have the right to union representation.

20.03 Equal Pay for Equal Work

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

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 Extended Benefits

A summary of the Employee benefit plan is attached as Schedule B.

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

21.02 Change of Carriers

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

21.03 The existing benefits are to be continued with the following changes:

i) The Vision Care is to be increased to \$235/24 months.

21.04 Part-time employees shall receive seven and a half percent (7 1/2%) 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, holiday pay and sick pay.

21.05 Pension

Effective three (3) full pay periods following award, Introduce Pension Plan (1% Employer, 1% Employee)

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 wages for all hours worked and in addition:

- i) the straight time component of hours worked on a holiday,
- ii) holiday pay, for the hours not worked,
- iii) vacation pay,

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 November 1st 2019, each eligible employee covered by this Collective Agreement shall contribute for 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 contribution irrespective of whether the Employee pays the matching amount.

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

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 the Employer contributions shall be remitted by the Employer 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 contributions to the Plan as set out in this Article, the Employer shall not be obligated to contribute toward the costs of benefits provided by the Plan or be responsible for providing any such benefits.

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 the Plan Executive Director on a timely basis with 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 following information shall be provided to the Administrator of the Plan in electronic format.

For further specificity, the items required for each eligible employee by Article .05 of the agreement 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) Full address as provided to the Employer
 - (b) Termination date where applicable (MM/DD/YY)
 - (c) Gender
 - (d) Marital Status

- (iv) To be provided annually but no later than December 1st:
 - (a) Current complete address listing
 - (b) Details of all absences of members from the workplace due to an injury for which the member received Workplace Safety and Insurance Board benefits

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

- .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.

ARTICLE 22 - TECHNOLOGICAL CHANGES

22.01 Technological and Other Changes

The Employer will notify the Union at least thirty (30) days in advance of any technological or other change, which the Employer plans to introduce which will significantly change the status of the employees within the bargaining unit. The Employer agrees to meet and discuss with the Union the impact of the technological or other change on the Nursing Home, its employees and the residents.

ARTICLE 23 - GENERAL CONDITIONS

23.01 Bulletin Board

The Employer shall provide a locked 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.

Proper Conditions

- (a) Neat, clean, attractive and appropriately furnished accommodations as pursuant to the Occupational Health and Safety Act, as amended from time to time, shall be provided for employees to have their meals and change their clothes.
- (b) Appropriate lockers or storage space shall be provided for employees to leave their clothing or belongings in during working hours.

23.02 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.

23.03 Plural or Feminine Terms May Apply

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

23.04 Uniform Allowance

Each year in January, employees will be entitled to uniform shirts as follows:

Full-time –4 pieces

Part-time – 3 pieces

Casual – 2 pieces

In addition, the employees will get 1 apron and 1 tie, if applicable.

ARTICLE 24 - RETROACTIVITY

24.01 Increases to the salary schedule shall be retroactive to November 1, 2022. Where employees either have left the employ of the Employer and/or have entered into the employ of the Employer between the first day of new CA November 1, 2022 and expiry date October 31, 2024, they shall be entitled to the pro-rated amount of such payments.

The Employer will provide all retroactivity within sixty (60) days of the Interest Arbitration Award and/or receiving written notice of ratification.

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

ARTICLE 25 - TERM OF AGREEMENT

25.01 Effective Date

The term of this Agreement shall be from November 1, 2022 to October 31, 2024 and shall continue from year to year upon the expiration of that term unless either party gives to the other party notice in writing at least ninety (90) days prior to the expiration date in each year that it desires its termination or amendment.

25.02 Changes in Agreement

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

Signed this 24th day of July 2025

FOR THE EMPLOYER

Maureen Shipperley
Maureen Shipperley (Jul 24, 2025 10:31:16 EDT)



FOR CUPE AND ITS LOCAL UNION

Lori Gordon
Lori Gordon (Jul 23, 2025 15:49:48 EDT)

Matt Rogers
Matt Rogers (Jul 23, 2025 22:27:16 EDT)



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SCHEDULE A - WAGE RATES AND CLASSIFICATIONS

			3.5%	3.5%
Classification	Steps	Expired Rate	Effective Nov 1, 2022	Effective Nov 1, 2023
DA, GA Concierge & Guest Attendant	Start	16.36	16.93	17.52
	450 hours	16.75	17.34	17.95
	1850 Hours (or 1 Year)	17.14	17.74	18.36
	3700 hours (or 2 Years)	17.50	18.11	18.74
	9250 hours (or 5 Years)	17.75	18.37	19.01
			Effective Nov 1, 2022	Effective Nov 1, 2023
			3.5% + 1%	3.5% + 1%
Cook	Start	16.53	17.28	18.06
	450 hours	16.91	17.68	18.48
	1850 Hours (or 1 Year)	17.31	18.10	18.92
	3700 hours (or 2 Years)	17.67	18.47	19.31
	9250 hours (or 5 Years)	17.93	18.75	19.60

Increase is effective on the first full pay period ending date

SCHEDULE B - BENEFITS

BENEFITS	DETAILS	045 - Jackson Creek Retirement Residence - FT & PT Hourly Employees
Life	Flat	\$25,000
	Percent	N/A
	Minimum	N/A
	Maximum	N/A
	Rounded	N/A
	NEM	N/A
	Reduction	50% Age 65
	Termination	Age 70
	Conversion	Before Age 65
Life Waiver	Definition	Total Disability
	Termination	Age 65
Dependent Life	Spouse	\$10,000
	Each Child	\$5,000
	Termination	Employee's 70th birthday or spouse/child no longer a dependent
AD&D	Flat	Equal to Life Insurance
	Percent	
	Maximum	
	Rounded	
	Reduction	
	Termination	Age 70
	Conversion	Before Age 65
Health	Deductible	Nil, except prescriptions
	Co-insurance	100% Conv Care, Substance Abuse, Drugs & OOC Emergency, 80% for all others
	Aggregate Maximum	\$5,000,000 per insured, lifetime
	Hospital	N/A
	Drugs	Drug card - See Below
	Health	Paramedical Max / Practitioner
	RN or RNA Services	\$25,000 / 12 months

	Convalescent Home Care	\$20 per Day
	Substance Abuse Treatment Facility	Semi-Private
	OOC Referrals	Not Covered
	Hearing Aids	\$500 / 5 years
	Orthopaedic Shoes	\$300 per Calendar Year
	Orthotics	\$300 per Calendar Year
	Survivor Benefit	24 Months
	Termination	Age 70
	Travel Assist	Yes
Pay Direct Drug Card	Definition	Legally requiring a prescription
	Co-Insurance	100%
	Deductible	\$6.00 per Prescription
	Generic	N/A
	Inclusions	N/A
	Exclusions	Smoking Cessation, Obesity, Infertility, Erectile Dysfunction
Vision	Eyeglasses	\$185 / 24 months
	Eye Exams	Included in above max
Dental	Deductible	Nil
	Co-Insurance	80%
	Maximum	\$1,500 per Calendar Year
	Coverage	Diagnostic, Preventative, Minor Restorative, Periodontics, Endodontics, Denture Relining and Rebasing
	Recall	2 per Calendar Year
	Fee Guide	Current
	Termination	Age 70
Weekly Indemnity	Percent	N/A
	Weekly Maximum	N/A
	Rounded	N/A
	Max. Ben. Period	N/A
	Benefit	N/A
	Termination	N/A
Long Term Disability	Percent	N/A
	Monthly Maximum	N/A

	Rounded	N/A
	NEM	N/A
	Max. Ben. Period	N/A
	Elim. Period	N/A
	Def. of Dis.	N/A
	Offset	N/A
	All Source Limitations	N/A
	Survivor Benefit	N/A
	Termination	N/A

Class

Jackson Creek Retirement Residence – FT Hourly Employees

Waiting Period

6 months

Eligibility

30 hours per week

Cost Sharing

100% Employer, 50% Health & Dental (Pro-rated based on hours)