

COLLECTIVE AGREEMENT

Between



MUSKOKA LANDING
(A division of Huntsville Long Term Care Centre Inc.)

and

CUPE / *Canadian Union
of Public Employees*

THE CANADIAN UNION OF PUBLIC EMPLOYEES
AND ITS LOCAL 4645
(SERVICE WORKERS)

Term: January 1, 2022 to December 31, 2023

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COLLECTIVE AGREEMENT

MUSKOKA LANDING

(A division of Huntsville Long Term Care Centre Inc.)

(hereinafter called the "Employer")

AND

**THE CANADIAN UNION OF PUBLIC EMPLOYEES,
and its Local 4645**

(hereinafter called the "Union")

WHEREAS IT IS THE DESIRE OF BOTH PARTIES TO THIS AGREEMENT:

- a) to maintain and improve the relationship between them and to settle the conditions of employment on behalf of the Employer's employees;
- b) to recognize the mutual value of joint discussions and negotiations in all matters pertaining to working conditions, employment, services, etc.;
- c) to encourage efficiency in the Employer's operation;
- d) to promote the morale, well-being, and security of the employees in the bargaining unit;
- e) to secure the best possible care and health protection for the residents.

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 Employer and the Union agree as follows:

ARTICLE 1 – PURPOSE

- 1.01 The purpose of this Agreement is to establish an orderly relationship between the Employer and its employees and to provide for the prompt disposition of grievances and to establish and maintain mutually satisfactory working conditions, hours of work, and wages for all employees in the bargaining unit.

ARTICLE 2 – RECOGNITION

2.01 Scope of the Bargaining Unit

Muskoka Landing (a division of Huntsville Long Term Care Inc.) recognizes the Union as the sole collective bargaining agent for all employees of Muskoka Landing (a division of Huntsville Long Term Care Inc.) employed at its Nursing Home in the Town of Huntsville, Ontario, save and except supervisors, persons above the rank of supervisor, office, and administrative staff, registered and graduate nurses.

2.02 Union Activity on Premises

The Union agrees that membership solicitation and other Union activity will not take place during working hours or on the premises of the Employer except as provided for in this Agreement or with the permission of the Administrator.

2.03 Work of the Bargaining Unit

Persons excluded from the two CUPE bargaining units (service unit and RN unit) shall not perform duties normally performed by employees in the bargaining unit which shall directly cause or result in the layoff or reduction in hours of work of an employee in the bargaining unit.

2.04 Contracting Out

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

The contracting out of the Dietary, Housekeeping, Laundry, and Maintenance Departments is as governed by the Letter of Understanding.

2.05 No Other Agreements

No employee shall be required or permitted by the Employer to enter into a verbal or written agreement which conflicts with the terms of this Collective Agreement.

2.06 Correspondence

All correspondence pertaining to the express provisions of this Agreement shall pass to and from the Administrator or their designate and the President of the Local Union.

2.07 No Discrimination

- a) The parties agree that there shall be no discrimination or harassment within the meaning of the *Ontario Human Rights Code* against any employee by the Union or the Employer by reason of race, creed, colour, age, sex, marital status, nationality, ancestry or place of origin, family status, handicap, sexual orientation, political affiliation or activity, or place of residence. The Employer and the Union further agree that there will be no intimidation, discrimination, interference, restraint, or coercion exercised or practiced by either of them or their representatives or members, because of an employee's membership or non-membership in a Union or because of their activity or lack of activity in the Union.
- b) The Employer and the Union agree to abide by the *Ontario Human Rights Code*.

ARTICLE 3 - DEFINITIONS

3.01 Full-Time Employee

A full-time employee is defined as an employee who is regularly scheduled to work more than forty-eight (48) hours per two (2) week pay period, exclusive of unpaid meal periods.

3.02 Part-Time Employee

A part-time employee is defined as an employee who is regularly scheduled to work less than forty-eight (48) hours per two (2) week pay period, exclusive of unpaid meal periods.

3.03 Feminine/Masculine, Singular/Plural Pronouns

Wherever the feminine pronoun is used in this Agreement it includes the masculine pronoun and vice versa where the context so requires. Wherever the singular pronoun is used in this Agreement it includes the plural pronoun and vice versa where the context so requires.

ARTICLE 4 - STRIKES AND LOCKOUTS

- 4.01 During the term of this Agreement, the Employer agrees that it will not lock out employees and the Union agrees that there shall be no strike at Muskoka Landing (a division of Huntsville Long Term Care Centre Inc.).
- 4.02 The terms "Strike" and "Lockout" shall be defined in accordance with the definitions set out in the Labour Relations Act of the Province of Ontario.

ARTICLE 5 - MANAGEMENT RIGHTS

- 5.01 Except where specifically restricted by the terms of this Agreement, it is the exclusive right and function of the Employer to manage and direct its operations and affairs in all respects and without limiting or restricting this right and function:
- a) To maintain order, discipline, and efficiency and to make, alter and enforce reasonable rules and regulations to be observed by the employees;
 - b) To hire, layoff, direct, promote, transfer, classify, assign duties, discipline, suspend or otherwise discharge employees, provided that a claim that an employee who has completed the probationary period has been discharged without just cause may be the subject of a grievance and dealt with as hereinafter provided;
 - c) Generally to plan, manage, and control the work of the employees and the operations of the facility, and without restricting the generality of the foregoing: to determine the services to be rendered; to determine the kinds and locations of machines, tools, instruments and equipment and to introduce new and improved methods, facilities, equipment; to control the extension, limitation, curtailment or cessation of operations including the planning or splitting up of departments, work schedules and the increase or reduction in personnel in a particular area or overall; to determine the subcontracting of work; to select and control the use of all materials required in the operation of the facility, to schedule the work and services to be provided and performed; to control the amount of supervision necessary; to determine the qualifications needed by employees; to make, write and enforce reasonable regulations governing the use of materials, equipment and services; subject to the terms of this Agreement.
 - d) The Employer shall not exercise its rights in an arbitrary or discriminatory manner.

ARTICLE 6 - UNION SECURITY CHECK-OFF

- 6.01 Union dues deductions shall be made following completion of the probationary period from the payroll bi-weekly and shall be forwarded to the National Secretary-Treasurer of the Union not later than the 15th day of the month following accompanied by one (1) list of all the names 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.

- 6.02 The Employer will provide the Union with the addresses of the employees on file at the facility at least once per year in January.

- 6.03 The Employer shall notify the Union monthly of all promotions, demotions, hirings, layoffs, transfers, recalls, terminations, resignations, and retirements within the bargaining unit.
- 6.04 Union dues deducted from the pay of each employee will be shown on the employee's T4 slip.
- 6.05 The Union and its members shall hold the Employer harmless with respect to any liability which the Employer might incur as a result of deductions and remittances.
- 6.06 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 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, within the employee's first thirty (30) days of employment, for the purpose of advising such employee of the existence of the Union and of their rights and obligations under the terms of this Agreement. Such interview may take place on the Employer's premises at a time and location designated by the Employer for such interview and shall not exceed fifteen (15) minutes duration. Where there is more than one (1) employee hired in the same time frame, the Employer may arrange for a group interview.

ARTICLE 7 - UNION COMMITTEES & REPRESENTATION

7.01 Authorized Representatives

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, committee members and Stewards. Similarly, the Employer will, if requested, supply the Union with a list of its supervisory or other personnel with whom the Union may be required to transact business.

7.02 Representatives of CUPE

The Union shall have the right at any time to have the assistance of representatives of the Canadian Union of Public Employees when dealing or negotiating with the Employer. Such representative(s) must obtain permission from the Employer in order to have access to the Employer's premises, and such permission shall not be unreasonably denied.

7.03 Bargaining Committee

A Union Negotiating Committee shall be constituted of two (2) employees elected or appointed from amongst employees in the bargaining unit (along with a National Representative of the Union).

The Union will advise the Employer in writing of the names of the members of the Union Negotiating Committee.

Employees on the Negotiating Committee will be paid their straight time regular rate of pay for regularly scheduled hours lost due to attendance at negotiations with representatives of the Employer up to and including conciliation.

Employee members of the Union Negotiating Committee who are scheduled to work on the night, day, or evening shift of the day of negotiations will be scheduled off and will receive their regular pay for all their scheduled hours lost on that shift provided that they attend the negotiating meeting.

The parties shall co-operate in scheduling negotiating meetings to minimize the impact on staffing levels at the Facility.

7.04 Grievance Committee

The Union shall have the right to a Grievance Committee of three (3) members from the bargaining unit to deal with complaints or grievances as set out in this Collective Agreement.

Employees on the Grievance Committee will receive their regular pay for all regularly scheduled working hours lost due to attendance at grievance meetings with the Employer, as set out in this Agreement up to but not including arbitration.

7.05 Permission to Leave Work

The Union understands that each Steward is employed to perform their regular work duties for the Employer.

No Steward shall leave their work without obtaining the permission of their supervisor or designate which shall not be unreasonably withheld. The Employer reserves the right to limit the Steward's absence from their work if the time taken is considered excessive or if the Steward does not perform their duties under this Agreement in a prompt manner. In return, the Employer will pay Stewards for any regular hours of work missed under this provision.

7.06 Labour Management Relations Committee

The parties hereby agree to appoint a joint Labour Management Committee of two (2) employees appointed by the Union and two (2) members appointed by the Employer who shall meet to discuss and if possible, provide understanding of points of mutual interest between the parties; it being understood that such Committee shall have no right to usurp the power of the Negotiation or Grievance Committee or role of departmental meetings. The Committee shall meet from time to time as agreed between the parties and all matters for discussion shall be submitted to the Administrator seven (7) calendar days previous to each meeting to be placed on the agenda except when agreed otherwise. By mutual agreement of the parties, the number of representatives on the Labour Management Committee may be increased. In addition to the two (2) Union and two (2) Employer appointees, a representative of the Canadian Union of Public Employees and a corporate representative of the Administrator may attend any meeting.

By agreement of the parties, a Labour Management Committee meeting may be jointly scheduled for the Labour Management Committee of the service bargaining unit and Labour Management Committee of the Registered Nurses bargaining unit, where there are common agenda issues with common significance to both bargaining units.

7.07 Occupational Health and Safety Committee

- a) The Employer and the Union agree that they mutually desire to maintain standards of safety and health in the facility in order to prevent injury and illness.
- b) A joint 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 Committee shall identify potential dangers, recommend means of improving the health and safety programs and obtain information from the Employer or other persons respecting the identification of hazards and standards elsewhere. *One (1) member of this bargaining unit shall be designated by the Union to sit on the Committee. The Committee shall normally meet quarterly. Time spent in meetings is to be considered time worked and will be paid at regular or premium rates as may be proper. Minutes shall be taken of all meetings and copies shall be sent to the Employer and the Union.

(*Note: In the event that CUPE does not designate a member from its CUPE RN bargaining unit to be a member of the Committee, CUPE will be permitted to designate a total of two (2) members of this bargaining unit to sit on the Committee.)

- c) The Union agrees to endeavour to obtain the full co-operation of its membership in the observation of all safety rules and practices.

ARTICLE 8 - COMPLAINTS AND GRIEVANCES

8.01 Definition of Grievance

For the purposes of this Agreement, a grievance is defined as a difference that arises between the parties arising from the interpretation, application, administration, or alleged violation of this Agreement including any question as to whether a matter is arbitrable.

8.02 Step 1

The employee concerned, who may be accompanied by a Steward if they so desire, shall within ten (10) working days of the alleged grievance take the matter up directly with their Department Head, who shall give their oral answer to such employee within ten (10) working days.

Step 2

Should the employee feel that their grievance has not been settled satisfactorily, the grievor may within ten (10) working days of the date that the Step 1 response was given file a written grievance to the Administrator or designate. The written grievance will indicate the nature of the dispute and the redress sought. Then a Committee comprised of the grievor, and two (2) members of the Grievance Committee shall meet with the Administrator and Department Head or designate within ten (10) working days of the reference of the written grievance to the Administrator. It is further agreed that a representative of the Canadian Union of Public Employees may be present at the meeting and that the Administrator may have such counsel and assistance as they may desire at such meeting. The Administrator shall give their written response in writing within ten (10) working days of the meeting.

8.03 Policy Grievance

The Employer or the Union shall have the right to lodge a policy grievance with the Union or the Employer, as the case may be, at Step 2 of the Grievance Procedure within ten (10) working days following the circumstances giving rise to the grievance relating to the general interpretation, application, or alleged violation of this Agreement. In the case of an Employer policy grievance, the Employer would forward the written grievance to the National Representative of CUPE.

8.04 Group Grievance

When a group of employees have identical grievances as set out in 8.02 above, they may present a group grievance identifying each employee who is grieving within ten (10) working days of the alleged grievance. The grievance shall then be treated as being initiated at Step No. 2.

- 8.05 If arbitration of any grievance is to be invoked, the request shall be made in writing by either party within twenty (20) working days after the date of the reply at Step 2.
- 8.06 All agreements reached under the grievance and arbitration procedure between the representatives of the Employer, and the representatives of the Union will be final and binding upon the Employer and the Union and the employees.
- 8.07 Saturdays and Sundays and paid holidays shall not be considered working days within the scope of the grievance or arbitration process.

ARTICLE 9 - ARBITRATION

- 9.01 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 Administrator within the time limits set out in Article 8.05 and such notice shall contain the name of the grievor's appointee to the Arbitration Board. Within ten (10) working days from the receipt of the Notice of Intent to Arbitrate, the other party must in turn name their appointee. A third person to act as Chairman shall be appointed by the respective appointees. Should either party fail to name their appointee within ten (10) working days or should the appointees fail to appoint a Chairman within ten (10) working days from the date of their appointment, either party or their appointee shall request the Office of Arbitration, Ontario Ministry of Labour, to make the appropriate appointment.
- 9.02 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 Chairperson, and any cost of the place of hearing of such arbitration, if and when the necessity arises. 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 and the other provisions referring to Arbitration Board shall appropriately apply.
- 9.03 It is agreed and understood that the Arbitration Board shall have no authority to alter, modify, or annul any part of this Agreement or to make any decision inconsistent with the provisions of this Agreement.
- 9.04 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 Chairperson will govern. The decision will be final and binding upon the parties hereto and the Employer or employees concerned.
- 9.05 The time limits set out in the Grievance and Arbitration Procedures are mandatory subject to section 48 (16) of the Labour Relations Act. Such time limits may be extended by mutual written agreement by the parties.

- 9.06 No person may be appointed as arbitrator who has been involved in an attempt to negotiate to settle the grievance, except where agreed by the parties.

ARTICLE 10 – DISCIPLINE, DISCHARGE, DISCIPLINARY & PERSONNEL FILES

10.01 Special Grievances

A claim by an employee who has completed the probationary period that they have been unjustly discharged or a claim by an employee that they have been unjustly suspended from their employment will be treated as a special grievance commencing at Step 2 of the Grievance Procedure, provided such claim is filed with the Employer within ten (10) working days after the discharge or suspension occurs.

10.02 Discharge, Suspension Grievances

Grievances relating to discharge or suspension may be settled by confirming the action taken by the Employer or by reinstating the employee with full compensation or by any other arrangement which is just and equitable to the parties or a Board of Arbitration.

10.03 Right to Union Representation

At the time that formal discipline is imposed, an employee shall have upon their request the right to the presence of a Union Steward. The Employer shall advise the employee in advance of their right to make such a request.

10.04 Copies of Disciplinary Notations

A copy of any formal disciplinary notation will be provided to the Chief Steward of the Union and to the employee involved.

10.05 Access to Personnel File

Once per calendar year, an employee may request, with reasonable notice to the Employer, to view the contents of their personnel files, including any evaluation forms and shall have the right to respond in writing to any document contained therein. Such reply shall become part of the permanent record. The employee shall have the right to have a Steward present and viewing of the personnel file shall be in the presence of the Administrator or designate. An employee shall be provided with a copy of items from the personnel file upon request at a reasonable cost.

10.06 Clearance of Disciplinary Record

Any disciplinary letter of reprimand, suspension or other disciplinary sanction shall be removed from the record after a period of eighteen (18) months, provided that there has been no subsequent discipline during the eighteen (18) month period.

Notwithstanding the foregoing, all disciplinary action in regard to resident abuse will remain on the record for a period of thirty-six (36) months and will be removed after a period of thirty-six (36) months provided that there has been no subsequent discipline during the thirty-six (36) month period. Leaves of absences in excess of thirty (30) days under Articles 14, 20 or when an employee is receiving full loss of earnings under the *Workplace Safety Insurance Act* shall not count towards the eighteen (18) or thirty-six (36) month period, as applicable.

ARTICLE 11 – SENIORITY

11.01 Seniority is defined as the length of service with the Employer in the bargaining unit.

Seniority and service shall accumulate as follows, except as expressly provided otherwise in this Agreement: For full-time employees, from date of last hire. For part-time employees eighteen hundred (1800) hours paid within the bargaining unit equals one (1) year of seniority and service.

An employee whose status is changed from part-time to full-time shall receive credit for their full seniority and service on the basis of one (1) year of seniority for each eighteen hundred (1800) hours paid within the bargaining unit and vice versa. For the purposes of seniority calculation, a part-time employee will not accrue more than eighteen hundred (1800) hours in any twelve (12) month period.

11.02 Newly hired employees in the bargaining unit must complete a probationary period of four hundred and fifty (450) hours worked.

With the written consent of the Employer, the probationary employee, and the Union, such probationary period may be extended. Any extension agreed to will be in writing and will specify the length of the extension.

An employee shall not accumulate seniority during the probationary period, but upon successful completion of the probationary period, the employee shall be credited with seniority for the probationary period.

The discharge of a probationary employee shall not be the subject of a grievance or arbitration.

11.03 A seniority list for all employees shall be drawn and posted on the bulletin board. This list shall be revised on January 1 and July 1 of each year, posted no later than January 15th and July 15th of each year and forwarded to the Union by the end of the month. Employees' names and classifications shall appear on the seniority list in order of their seniority.

Any challenge to the seniority list must be submitted in writing to the Administrator within thirty (30) calendar days of the posting of the seniority list or else the seniority list is deemed accurate and conclusive after thirty (30) calendar days. When proof of

error is presented by the employee and/or the Union within the thirty (30) calendar day period, such error will be corrected and the agreed upon correction will be final.

11.04 An employee shall lose their seniority and shall be deemed terminated in the event they:

- a) quits their employment, or retires;
- b) is discharged and not reinstated, through the grievance and arbitration procedures;
- c) is laid off for twenty-four (24) consecutive months or time equal to the employee's length of service, whichever is lesser;
- d) is absent for three (3) consecutive scheduled shifts without sufficient cause and without notifying the Employer unless such notice was not reasonably possible;
- e) utilizes a leave of absence for purposes other than those for which the leave may be granted;
- f) fails to return to work after the completion of a leave of absence granted by the Employer unless through sickness or sufficient cause;
- g) is absent for more than twenty-four months because of sickness or physical disability or both, or by reason of absence while on WSIB. Prior to the automatic termination of employees working under this clause the Employer agrees to ensure that any action taken by the Employer complies with the *Ontario Human Rights Code*.
- h) fails upon being notified of a recall to signify their intention to return within five (5) calendar days after they have received the notice of recall mailed by registered mail to the last known address according to the records of the Employer and fails to report for work within ten (10) calendar days after they have received the notice of recall, or such further period of time as may be agreed upon by the parties. The parties agree that where an employee is not able to return to work within the ten (10) calendar day time-frame due to illness or disability, the employee will not be terminated but will be placed at the bottom of the recall list;
- i) engages in gainful employment during a leave of absence without the express permission of the Employer.

11.05 Effect of Absence

Whenever they are used in the Collective Agreement, the terms seniority and service shall be defined as per Article 11.01 subject to the following conditions:

- a) It is understood that during an approved absence not paid by the Employer not exceeding thirty (30) continuous calendar days or any approved absence paid by the Employer, both seniority and service will accrue.
- b) During an absence not paid by the Employer exceeding thirty (30) continuous calendar days other than an absence under the pregnancy and parental provisions, credit for service for purposes of salary increment, vacation, sick leave, or any other benefits under any provisions of the Collective Agreement elsewhere, shall be suspended; the benefits concerned appropriately reduced on a pro-rata basis and the employee's anniversary date adjusted accordingly. In addition, the employee will become responsible for full payment of subsidized employee benefits in which they are participating for the period of the absence exceeding thirty (30) continuous calendar days.
- c) It is further understood that such leave of absence not paid by the Employer, credit for seniority for purposes of promotion, demotion, transfer or layoff shall be suspended and not accrue during the period of absence. Notwithstanding this provision seniority shall accrue for a period of twenty-four (24) months if an employee's absence is due to a disability resulting in WSIB benefits.

d) Benefits: WSIB, Sick Leave, Paid Leave

The Employer shall continue to pay its share of premiums for benefit plans for employees who are on paid leave of absence or WSIB if the employee continues their contribution towards said benefits. It is understood that the obligation of the Employer to pay the aforesaid benefits while on WSIB shall continue for up to twenty-four (24) months following the date of the injury. It is further understood that in the case of sick leave, the Employer will continue to pay its share of premiums for up to sixty (60) calendar days.

e) Pregnancy/Parental Leave

Notwithstanding this Article, seniority and service will accrue during a pregnancy or parental leave in accordance with Article 14.03. The Employer will continue its share of the benefit premiums during a pregnancy or parental leave in accordance with Article 14.03.

- 11.06 a) Where an employee substitutes temporarily in a position outside the bargaining unit for up to twelve (12) months, the employee shall have the right to return to their bargaining unit position prior to the expiry of the twelve (12) month period. An employee who remains outside of the bargaining unit beyond the twelve (12) month period covered by this Article shall lose all bargaining unit seniority. In the event that the employee returns to their bargaining unit position prior to the expiry of the twelve (12) month period, the employee will be credited with the bargaining unit seniority that the employee had had prior to the temporary

transfer but will not be credited with seniority for the period of time outside of the bargaining unit. The employee will be credited with service for the period of time outside the bargaining unit. The employee will not be governed by the Collective Agreement while outside of the bargaining unit.

- b) An employee who accepts a promotion with the Employer to a permanent position outside the bargaining unit may return to their bargaining unit position within three (3) months and if they do, they will be credited with the seniority that they had prior to the promotion but will not receive seniority credit for the period outside of the bargaining unit. The employee will be credited with service for the period outside of the bargaining unit. Should the employee return to the bargaining unit, all other employee(s) shall revert to their previous positions. The employee will not be governed by the Collective Agreement while outside of the bargaining unit.

ARTICLE 12 – LAYOFFS AND RECALLS

12.01 Notice and Procedure

Layoff Notice

In the event of a proposed layoff or a reduction in hours of work of an employee in the bargaining unit of a permanent or long-term nature, the Employer will provide the Union with at least six (6) calendar weeks' notice. This notice is not in addition to required notice for individual employees.

Layoffs, under the provision of this Collective Agreement shall include the reduction of daily or bi-weekly hours of any full-time or part-time employee.

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

In the event of a layoff of a permanent or long-term nature, the Employer will provide affected employees who have completed the probationary period with no less than one (1) months' notice, or such longer notice as may be required in accordance with the Employment Standards Act. However, the Employment Standards Act will be amended to provide notice to the affected employee as follows:

- if their service is greater than 9 years 9 weeks' notice
- if their service is greater than 10 years 10 weeks' notice
- if their service is greater than 11 years 11 weeks' notice
- if their service is greater than 12 years 12 weeks' notice

12.02 Layoff Procedure

Both parties recognize that job security should increase in proportion to length and quality of service. Therefore,

- a) In the event of a layoff, the Employer shall lay off employees in reverse order of their seniority within their classification, provided that there remain on the job employees who have the ability and qualifications as required by law to perform the work.
- 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 lesser bargaining unit seniority in a lower or identical paying classification in the bargaining unit if the employee originally subject to layoff is qualified for and can perform duties of the lower or identical paying classification without training other than orientation. Such employee so displaced shall be laid off.
 - iii) It is understood that the displaced employee has the options as per (ii) above.
 - iv) The decision of the employee to choose (i) or (ii) above shall be given in writing to the Administrator within four (4) calendar days following the notification of lay off. Employees failing to do so will be deemed to have accepted the layoff.

12.03 Recall Rights

- a) An employee shall have opportunity of recall from a layoff to an available opening, in order of seniority, provided they have the ability and qualifications, as required by law, to perform the work before such opening is filled on a regular basis under a job posting procedure. The posting procedure in the Collective Agreement shall not apply until the recall process has been completed.

In determining the ability and qualifications to perform the work for the purposes of the paragraph 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 sole responsibility of the employee who has been laid off to notify the Employer of their intention to return to work within five (5) calendar days (exclusive of Saturdays, Sundays and paid holidays) after being notified to do so by registered mail, addressed to the last address on record with the Employer (which notification shall be deemed to have been received after the second day following the date of mailing) and return to work within ten (10) calendar days after being notified. The notification shall state the job to which the employee is eligible to be recalled and the date, time, and location at which the employee shall report for work. The employee is solely responsible for their proper address being on record with the Employer.

(Note: For purposes of layoff and recall, full-time and part-time seniority will be deemed to be merged. It is understood and agreed that if a part-time employee bumps a full-time employee, the part-time employee is accepting the full-time position. If a full-time employee bumps a part-time employee, the full-time employee is accepting the part-time position only.)

- 12.04 Grievances concerning layoffs and recalls shall be initiated at Step 2 of the Grievance Procedure.

ARTICLE 13 - PROMOTIONS, JOB VACANCIES, TRANSFERS

- 13.01 a) Where a permanent vacancy occurs or a new position is created in the bargaining unit or a temporary vacancy of more than six (6) weeks is anticipated or expected, which the Employer requires to be filled, the Employer will post notice of such permanent vacancy, new position, or temporary vacancy on the main bulletin board for seven (7) calendar days in order that any interested employee may apply. Any new vacancy created as a result of the operation of this provision need only be posted for three (3) days.
- b) Temporary vacancies anticipated to be less than six (6) weeks duration shall not be posted, unless otherwise agreed between the Employer and the union.
- c) A vacancy which is reasonably expected to last more than six (6) weeks will be posted stating that the position is limited and shall indicate the estimated duration of the limited job. Upon termination of a limited job, the employee filling the vacancy shall be returned to the classification and job location in which they last worked. In the event that a part-time employee is the successful applicant, the said employee shall retain their part-time status during the limited full-time period. An employee filling a temporary vacancy of six (6) weeks or longer duration shall not bid on any other temporary posting until the end of their temporary position.
- d) Where a temporary vacancy has been vacant for four (4) weeks and there is no firm, written commitment that the absent employee will return within the

following two (2) weeks than the vacancy will be posted unless the parties mutually agree otherwise.

- e) In the case of full-time temporary vacancies, the Employer will offer the full-time vacancy to the part-time employee who normally works that full-time employee's regularly scheduled days off. If that part-time employee accepts the temporary vacancy, the Employer will endeavour to distribute the part-time employee's shifts as equally as possible. If the part-time employee declines the full-time vacancy, the Employer will endeavour to distribute shifts as equally as possible.

13.02 Postings shall contain the following information: classification, qualifications, rate of pay and department concerned, hours of work and shift rotation, if any. A copy of the posting shall be forwarded to the President of the Union.

13.03 The Employer shall have the right to fill any permanent vacancy, new position, or temporary vacancy on a temporary basis until the posting procedure provided herein has been complied with and arrangements have been made to permit the successful applicant selected to fill the new vacancy, new position, or temporary vacancy to be assigned to do the job.

13.04 No outside advertising shall be made until employees have had an opportunity to apply as provided in 13.01. However, if no applications from qualified employees are received by the end of the seventh (7th) calendar day of posting, the Employer may start proceedings to secure applications from outside the bargaining unit.

13.05 The Employer retains the right to fill the vacancy from other sources if employee(s) do not possess the qualifications needed for the job or if no employee applications are received.

13.06 In the event that more than one qualified employee applies, the Employer will consider the seniority, qualifications, experience, skill, and ability of the qualified employees.

Where the above factors are equal, the qualified applicant with the greatest seniority shall be awarded the position.

13.07 A probationary employee will only be considered for a posted vacancy where the Employer has determined that no full-time or part-time applicant with seniority is qualified for the position.

13.08 A notice shall be posted on the appropriate bulletin boards advising of the successful applicant(s) with a copy forwarded to the Recording Secretary of the Union.

13.09 The successful applicant to a job posting will be placed on a trial period. The trial period for full-time employees shall be one hundred and fifty (150) worked hours. Conditional on satisfactory service such trial promotion shall become permanent upon

completion of the trial period. In the event that the successful applicant proves unsatisfactory in the position during the aforementioned trial period, or if the employee wishes to return to their former position, they shall be returned to their former position and salary without loss of seniority. Any other employee promoted or transferred because of the rearrangement of positions shall also be returned to their former position and salary without loss of seniority.

13.10 When an employee is promoted to a higher rated job classification, they shall receive the next higher rate within the new classification above the rate they were receiving at the time of placement in the new job classification.

13.11 Full-Time Preference

In posting of any vacancies, the Employer will endeavour to prioritize the creation of full-time lines over part-time lines.

ARTICLE 14 - LEAVES OF ABSENCE

14.01 Personal Leave of Absence

The Administrator may grant a request for leave of absence for legitimate personal reasons provided that they receive at least one (1) months' notice in writing and further provided that such leave may be arranged without undue inconvenience to the normal operations of the facility. In the case of an emergency, the one (1) months' notice may be waived. Leave shall not be unreasonably withheld.

With the exception of Article 14.08 all accumulated paid holidays and vacation leave must be taken before a personal leave of absence will be granted. With the exception of Article 14.08 it is further understood that personal leaves of absence will not be granted during the prime summer vacation period of June 15th to September 15th and during the period of December 15th to January 15th.

Employees when applying for such leave shall indicate the proposed date of departure and return and the reason for the leave.

14.02 Union Leave

A leave of absence without pay shall be granted to employees to attend conventions, schools and seminars conducted by the Union, provided the Union gives the Employer at least two (2) weeks' notice in advance of the requirement of the employee to absent herself and provided that in the judgement of the Employer, the efficiency of the operations shall not be affected by such leave. In any event, there shall be no more than two (2) employees on any such leave at any one time, except that the Employer will endeavour to allow three (3) employees off at a time when the Union so requests. Leave of absence granted under this Article shall not exceed fifty-five (55) days during a calendar year.

14.03 Pregnancy and Parental Leave

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

I. Pregnancy Leave

- 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 provided in the Employment Standards Act and may begin no earlier than seventeen (17) weeks before the expected birth day.

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

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

Additional leave of absence may be taken under 14.03 II Parental Leave.

- b) An employee who does not apply for leave of absence under 14.03 (a)(i) and who is otherwise entitled to pregnancy leave, shall be entitled to and shall be granted leave of absence in accordance with 14.03 (a)(i) upon providing the Employer, before the expiry of two (2) weeks after they ceased to work, with a certificate of a legally qualified medical practitioner stating that they were not able to perform the duties of their employment because of a medical condition arising from their pregnancy, and giving the estimated day upon which, in their opinion, delivery will occur or the actual date of their delivery.
- c) An employee who intends to resume their employment on the expiration of the leave of absence granted to them under this Article shall so advise the Employer when they request the leave of absence. If a full-time employee returns to work at the expiry of the normal pregnancy or parental leave, and the employee's former permanent position still exists, the employee will be returned to their former job and former shift if their shift is 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 their employment or to alternate work in accordance with the established seniority system or practice of the Employer in existence at the time the leave of absence began and in the absence of such a system or practice shall reinstate the employee in accordance with the provisions of 14.03 (c).
- e) Such absence is not an illness under the interpretation of this Agreement, and sick leave credits 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. For a part-time employee, service and seniority credits will accumulate on the basis of the part-time employee's average hours of work, as averaged over the twenty-six (26) week period prior to the commencement of the leave.
- g) During the period of leave, the Employer shall continue to pay the Employer's portion of hospital, medical, dental, group life, pension and other benefits included and prescribed by the Employment Standards Act provided that the employee makes an election at least two (2) weeks in advance of commencement of the leave to continue the employee's share of the benefit contributions.

It is understood that an employee who makes an election to continue their contribution towards benefits under this provision, shall provide the Employer with payment for the amount required on or before the first day of the month in which payment is due.

Where an employee makes such election to continue their contribution towards the benefits but then falls into arrears by one (1) month's payment of their contribution, the benefit coverage will be discontinued, and the Employer will cease to be under any obligation to continue its share of the benefit premiums.

- h) Upon expiry of seventeen (17) weeks pregnancy leave, an employee may immediately commence parental leave, as provided under the Parental Leave provisions of this Agreement. The employee shall give the Employer at least two (2) weeks' notice, in writing that they intend to take parental leave.
- i) An employee who is on pregnancy leave as provided under this Agreement, who has completed ten (10) months of continuous service and has applied for and is

in receipt of Employment Insurance pregnancy/parental benefits pursuant to the Employment Insurance System, shall be paid a supplemental employment benefit. That benefit will be equivalent to the difference between seventy-five (75%) of their regular weekly earnings and the sum of their weekly rate of Employment Insurance benefits and any other earnings. Such payment shall commence following completion of the one (1) week Employment Insurance waiting period and receipt by the Employer of the employee's Employment Insurance cheque stub as proof that they are in receipt of Employment Insurance pregnancy/parental benefits and shall continue while the employee is in receipt of such benefits for a maximum period of fifteen (15) weeks. The employee's regular weekly earnings shall be determined by multiplying their regular hourly rate on their last day worked prior to the commencement of the leave times their normal weekly hours.

The employee does not have any vested right except to receive payment for the covered unemployment period. The plans provide that payments in respect of guaranteed annual remuneration or is in respect of deferred remuneration or severance pay benefits are not reduced or increased by payments received under the plan.

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

II. Parental Leave

- a) An employee who becomes a parent, and who has been employed for at least thirteen (13) weeks immediately preceding the date of the birth of child or the date the child first came into care or custody of the employee, shall be entitled to parental leave.
- b) A "parent" includes: the natural mother or father of the child; a person with whom a child is placed for adoption and a person who is in a relationship with the parent of the child and who intends to treat the child as their own.
- c) Parental leave must begin no later than seventy-eight (78) weeks after the day the child is born or comes into the custody, care and control of the parent for the first time. For employees on pregnancy leave, parental leave will begin immediately after pregnancy leave expires. Parental leave shall be granted for up to sixty-one (61) weeks in duration if the employee also took pregnancy leave and sixty-three (63) weeks in duration if they did not.
- d) An employee not on pregnancy leave requesting parental leave shall give the Employer four (4) weeks written notice of the date the leave is to begin.

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

- e) For the purposes of parental leave the provisions under 14.03 I. (a), (c), (d), (e), (f), (g), and (h) shall also apply.

14.04 Jury Duty

The Employer shall grant leave of absence without loss of seniority and benefits to an employee who serves as juror or subpoenaed witness in any court in which the Crown is a party or is required by subpoena to attend a court of law or coroner's inquest in connection with a case arising from the employee's duties at the facility. The Employer shall pay such an employee at their regular rate of pay for all scheduled hours missed due to such attendance provided that: (a) the employee turns over to the Employer the amount received as compensation, excluding payment for travelling, meals or other expenses; and (b) the employee notifies the Administrator as soon as possible upon receipt by the employee of notification that they will be required to attend; and (c) the employee presents proof of service and the amount of pay received; and (d) the employee reports for work when not required at court or the inquest.

14.05 Bereavement Leave

- a) Upon the death of an employee's spouse, (to include same sex partner), child or stepchild, an employee shall be granted leave up to a maximum of five (5) days without loss of pay, ending with the second (2nd) day following the day of the funeral or celebration of life.
- b) Upon the death of an employee's mother, father, step-parents, mother-in-law, father-in-law, brother, sister, brother-in-law, sister-in-law, legal guardian, grandparent, grandchildren, son-in-law, or daughter-in-law the employee shall be granted leave up to a maximum of three (3) days without loss of pay ending with the day of the funeral or celebration of life.
- c) It is agreed that this leave is to apply only where the employee is in attendance at the funeral and pay for such days of absence is limited to the days actually missed from work as per the employee's scheduled working days. If the funeral is not attended, the paid leave shall be limited to two (2) days ending not later than the day of the funeral.
- d) An employee shall be granted one (1) day bereavement leave without loss of pay on the death of their aunt or uncle, niece, or nephew.
- e) Where it is necessary because of distance, the employee may be provided up to four (4) days additional unpaid leave.

- f) The employee may save one (1) of the paid bereavement leave days to which the employee would otherwise be entitled under this Article to take at a later date for the purpose of attending a later interment or a later funeral or equivalent memorial service for the deceased. The employee must notify the Employer at the time of the death whether they are electing to save one (1) of their bereavement leave days under this section and must also provide as much notice as possible to the Employer of the date of the later interment, funeral, or equivalent memorial service.
- g) If an employee is on sick leave or vacation leave and qualifies for paid bereavement leave, the bereavement leave will not be charged against his/her sick or vacation bank.

14.06 Education Leave

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

The Administrator may grant a request for unpaid leave of absence to upgrade employment qualifications, provided they receive at least one (1) month's notice in writing unless impossible and provided that such a leave may be arranged without undue inconvenience to the normal operations of the Nursing Home. Applicants, when applying, must indicate the date of departure and specific date of return.

Note: This clause shall not apply to pre-employment conditions for employment.

14.07 In-Service Sessions

The Employer agrees to pay employees who are required to attend in-service sessions/meetings at their straight time regular hourly rate of pay for all hours in attendance at such sessions/meetings.

14.08 Family Leave

Family medical leaves and emergency leaves will be granted in accordance with the provisions of the Employment Standards Act.

14.09 Self-Isolation Leave

If an employee is required to self-isolate as a result of the Employer policy or at the direction of the Employer, and if the employee is not entitled to WSIB benefits for the period of self-isolation, the employee will be entitled to use sick leave, vacation or lieu entitlements for any hours of work lost during such period.

ARTICLE 15 - HOURS OF WORK, OVERTIME AND SHIFT SCHEDULES

15.01 Nothing in this provision or in this Collective Agreement shall be construed as a guarantee of the hours of work to be performed per day or per week or per bi-weekly period or of the days of work per week.

15.02 The normal hours of work for a full-time employee shall be seven and one-half (7 ½) hours, exclusive of a thirty (30) minute unpaid meal period. The normal bi-weekly hours of work for a full-time employee shall be more than forty-eight (48) hours, exclusive of unpaid meal periods.

Meal periods will be uninterrupted except in the case of an emergency. Should an employee be recalled to duty during their meal period, the time that they missed from their meal period shall be provided later in the shift and, if possible, attached to the fifteen (15) minute break.

15.03 All employees shall be permitted a paid rest period of fifteen (15) consecutive minutes in respect of a seven-and-one-half (7 ½) hour shift both in the first half and second half of that shift.

15.04 Shift schedules will be posted at least two (2) weeks in advance to cover a four (4) week period. Scheduled shifts shall not be changed unless by mutual agreement between the Employer and the employee.

15.05 A work week commences on Sunday and ends on Saturday.

15.06 The Employer will schedule full-time employees off two (2) out of four (4) weekends except with the consent of the employee. Wherever possible, the Employer will schedule regular part-time employees (excluding part-time employees without regular line rotations) off one (1) out of three (3) weekends but will assure scheduling at least one (1) weekend off out of four (4) weekends, except with the consent of the employee.

Where the Employer is able to schedule full-time or regular part-time employees with regular line rotations off for additional weekends over and above the minimum requirement, the Employer will schedule the weekends off on an as equitable basis as possible, except with the consent of the employee.

A weekend for this purpose is defined as the forty-eight (48) hour period between 2200 hours Friday and 2200 hours Sunday or such other forty-eight (48) hour period in which the majority of hours of the shifts fall on the Saturday and Sunday.

15.07 The Employer will not schedule an employee to work split shifts.

The Employer will not schedule employees to work more than six (6) consecutive shifts without the consent of the employee.

The Employer will not schedule an employee to work with less than twelve (12) hours off between the completion of a scheduled shift and the commencement of the next scheduled shift.

- 15.08 Employees may request to exchange days off or shifts of work with another employee in their own classification and must submit their request in writing to their Department Head, co-signed by the employee who is willing to exchange their days off or shifts of work. Employees must submit their completed written shift exchange request at least seven (7) days in advance of the first affected shift, except for those extenuating circumstances where it is not possible to provide such advance notice. Such exchanges will be subject to the discretion of the Department Head or designate and will not be unreasonably denied. It is understood that an employee will not be granted more than three (3) shift exchanges in a month, except in extenuating circumstances. It is understood that such a trade initiated by the employee and approved by the Employer shall not result in overtime rates of pay or any claims of non-compliance with any scheduling provision of this Agreement.
- 15.09 The regular straight time hourly rate of pay is that hourly rate prescribed in the wage schedule of the Collective Agreement.
- 15.10 Overtime at the rate of one and one-half (1½) times an employee's straight time hourly rate will be paid for all time worked in excess of seven and one-half (7 ½) hours on any one (1) shift, or in any one (1) day, or in excess of seventy-five (75) hours in a two (2) week period. All overtime must be authorized by the Department Head or designate.
- 15.11 Employees who work overtime will not be required to take time off from regular hours to make up for overtime worked.
- 15.12 The Employer will distribute overtime and call back as reasonably as possible within the classification.
- 15.13 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.
- 15.14 Where overtime is required by the Employer in order to ensure the continued delivery of essential services and where no employee is willing to perform the voluntary overtime, then the junior employee on shift shall be assigned the overtime.

It is understood that where an employee has worked a full seven and one-half (7 ½) hour shift, the employee will not be assigned to work more than four (4) hours of overtime. To effect this, it is understood and agreed that the Employer may assign the

remaining four (4) hours of overtime to the junior employee who would be reporting on the subsequent shift to the overtime shift, thereby requiring such employees to report early and work overtime ahead of their shift.

Notwithstanding the above, if the junior employee to be assigned the mandatory overtime has extenuating circumstances preventing the employee from working the overtime, the Employer will assign the overtime to the next least senior employee able to work the overtime.

15.15 Reporting Pay

An employee who reports to work as scheduled or is called in to work on their assigned day off and reports as requested by the Employer and no work is available, shall receive a minimum of four (4) hours pay at their regular straight time hourly rate. The Employer may elect to assign the employee to any other work in the Nursing Home which the Employer determines the employee is able to perform. This reporting allowance shall not apply in the event of an emergency which disrupts the normal operations of the Nursing Home or whenever an employee has received prior notice not to report to work, nor shall it apply to employees returning to work without notice after absence.

15.16 Call-Back

Where a full-time employee is called back to work in an emergency on the same day after having completed a shift of work and having left the Home, they shall be given a guaranteed minimum of two (2) hours pay at time and one-half times (1 ½ x) their regular rate of pay for such call-back.

- 15.17
- a) Overtime premium will not be duplicated, nor pyramided, nor shall the same hours worked be counted as part of the normal work week or as hours worked for which the overtime premium is paid.
 - b) There shall be no pyramiding of premium pay, overtime pay, holiday pay and sick leave pay.
 - c) Where the Employer schedules an employee off on a holiday listed in 17.01 in circumstances in which the employee would have otherwise been scheduled to work on the day, the employee shall be considered to have worked their regularly scheduled hours on the holiday for purposes of calculation of eligibility for overtime rate. It is understood that this provision does not apply to holiday lieu days but only to the actual holidays listed in 17.01.

15.18 Weekend Premium

Employees shall be paid a weekend premium of thirty cents (30¢) for all hours worked between Friday at 22:00 hours and Sunday at 22:00 hours. This premium shall be in

addition to the regular shift premium. Effective August 30, 2022, the weekend premium shall increase to thirty-five cents (35¢).

- 15.19 Employees scheduled to work on the night shift will receive a premium of twenty-five cents (25¢) per hour worked on the shift.

ARTICLE 16 - PART-TIME SHIFTS OF WORK

- 16.01 a) In order to maintain employment status, a part-time employee who does not have a regular scheduled line rotation must accept and work at least two (2) shifts in each calendar month in which shifts are offered to the employee, and one (1) of those shifts must be a weekend shift if offered. Where extenuating circumstances exist, the Employer may temporarily waive this condition of employment.
- b) Part-time employees who do not have a regular scheduled line rotation are to provide their availability in writing to the Employer one (1) week prior to the posting of the work schedule. The Employer may assign these employees to shift(s) based on written availability, without calling and offering the shift to the employee, after the Employer has exhausted opportunities to assign the shift(s) to those part-time employees who have scheduled line rotations and for whom working the shift(s) would not result in overtime.

ARTICLE 17 - PAID HOLIDAYS

- 17.01 a) List of Holidays

The Employer recognizes the following as paid holidays:

New Year's Day	Civic Holiday
Family Day	Labour Day
Good Friday	Thanksgiving Day
Victoria Day	Boxing Day
Canada Day	Christmas Day

- b) In addition to the designated holidays listed in (a) an employee will be eligible for two (2) float days off with pay each year, to be taken on a day mutually agreed upon between the Employer and the employee.

17.02 Observance of Holidays Falling on Weekend

The above-named holidays will be celebrated on the day on which they fall regardless of any Federal, Provincial or Municipal proclamation or legislation to the contrary.

- 17.03 If another Federal, Provincial or Municipal holiday is proclaimed during the term of this Agreement, such additional proclaimed holiday will replace one of the designated non-

float, holidays in 17.01 (a) above. The intent is that during the duration of this Agreement there will be no more than the eleven (11) holidays negotiated by the parties in this Collective Agreement.

17.04 Holiday Pay Qualifications

In order to qualify for holiday pay, the employee must work their regular scheduled shift immediately preceding and immediately following the holiday unless the employee has been excused with the permission of the Employer, or on approved sick leave or vacation. An employee scheduled to work on the holiday and who does not report for work shall forfeit their holiday pay unless the employee has been excused with the permission of the Employer, or on approved sick leave or vacation.

17.05 Calculation of Holiday Pay

Holiday pay for employees who regularly work less than seventy-five (75) hours is based on the proration formula noted in Article 22 of this Agreement. Holiday pay entitlement for employees who regularly work more than sixty-six (66) hours bi-weekly but less than seventy-five (75) hours bi-weekly shall be based on provisions for employees regularly working seventy-five (75) hours.

17.06 Entitlement Where Holiday Falls on Day Off

When any of the above-noted holidays fall on a full-time employee's scheduled day off and the employee has qualified for holiday pay in accordance with Article 17.04, the full-time employee shall, at their option, be granted:

- a) holiday pay calculated in accordance with Article 17.05; or
- b) a lieu day off with pay, to be taken within sixty (60) days following the holiday on a day mutually satisfactory to the employee and Department Head; or

It is understood that the employee must advise their Department Head in writing at least one (1) week prior to the posting of the schedule in which a holiday(s) falls whether they elect (a) or (b) above for any holiday(s) for which they may qualify during the schedule, and where they elect a lieu day option, the date(s) upon which they wish to take the lieu day. Where the employee fails to so advise the Department Head, they will be deemed to have accepted the option of payment of holiday pay under (a) and they will be paid out holiday pay if they so qualify.

17.07 Entitlement Where Work on Holiday (Full-Time Employee)

A full-time employee who is required to work on any of the above-named holidays will be paid at the rate of one and one-half times (1 ½ X) the employee's regular straight time hourly rate of pay for all hours worked on the holiday. If the employee qualifies

for holiday pay in accordance with Article 17.04 the employee will in addition be granted the option of either:

- a) holiday pay calculated in accordance with Article 17.05; or
- b) a lieu day off with pay, to be taken within sixty (60) days following the holiday on a day mutually satisfactory to the employee and Department Head.

It is understood that the employee must advise their Department Head in writing at least one week prior to the posting of the schedule in which a holiday(s) falls whether they elect (a) or (b) above for any holiday(s) for which they may qualify during the schedule, and where they elect a lieu day option, the date(s) upon which they wish to take the lieu day. Where the employee fails to so advise the Department Head, they will be deemed to have accepted the option of payment of holiday pay under (a) and they will be paid out holiday pay if they so qualify.

17.08 Entitlement Where Work on Holiday (Part-Time Employee)

If a part-time employee works on one of designated non-float holidays listed in Article 17.01, they shall receive one and one-half times (1 ½ X) their regular straight time hourly rate of pay for all hours worked on the holiday, and if the part-time employee has qualified for holiday pay in accordance with Article 17.04, they shall receive holiday pay calculated in accordance with Article 17.05.

17.09 Entitlement Where Holiday Falls on Scheduled Day Off (Part-Time Employees)

When any of the designated, non-float holidays falls on a part-time employee's scheduled day off and the employee has qualified for holiday pay in accordance with Article 17.04, the part-time employee shall be paid holiday pay calculated in accordance with 17.05.

17.10 Christmas/New Year's

Except with the employee's consent, the Employer will endeavour to schedule an employee off on either Christmas Day or New Year's Day, on a rotating basis from year to year provided that the Employer can fulfil its staffing needs. In extenuating circumstances where the Employer is unable to rotate the day off for an employee(s), the Employer will advise the employee(s) and the Union in advance of the reason.

In order that the Employer may accordingly schedule employees off, the normal scheduling provisions shall not apply during the period of December 15th to January 15th.

17.11 Determination of Holiday Shifts

For purposes of administration of this Article, where there is an overlap of hours into the calendar holiday, only that shift on which the majority of hours fall within the calendar holiday shall qualify for premium hours. Premium payment shall be for all hours worked on that shift.

ARTICLE 18- VACATION

18.01 Vacation Entitlement

The vacation year shall be the period from January 1st to December 31st. December 31st of the previous vacation year shall be the date for determining eligibility.

18.02 For the purposes of vacation entitlement, seven consecutive calendar days' equals one (1) vacation week. Vacation must be taken in minimum of one (1) week blocks.

Notwithstanding the above, full-time employees who are entitled to three (3) or more weeks of vacation entitlement may take a maximum of one (1) week vacation in single days or a combination of single days provided that these days cannot be taken:

- (i) On their scheduled weekends of work;
- (ii) During the prime vacation period of June 15th to September 15th.

Notwithstanding the above, full-time employees who are entitled to five (5) or more weeks of vacation entitlement may take a maximum of two (2) week vacation in single days or a combination of single days provided that these days cannot be taken:

- (i) On their scheduled weekends of work;
- (ii) During the prime vacation period of June 15th to September 15th.

It is understood that for the purposes of this provision only, five (5) vacation days is equivalent to one (1) week of vacation entitlement.

18.03 Vacation pay is calculated as the applicable percentage of the employee's gross earnings as per their T4 Income Tax Slip.

18.04 If an employee transfers from the status of an employee under 3.01 to an employee under 3.02 or vice versa the following method shall be used to calculate their vacation service: 1800 hours paid equals one (1) year of service, and vice versa.

18.05 Vacations shall be granted to employees who are regularly scheduled to work seventy-five (75) hours bi-weekly in accordance with the following schedule based on their service as at December 31st of each year:

Service Worked as at Dec. 31st	Time Off	Vacation Pay
After 1 Year	2 weeks	4% of gross earnings for the vacation year
After 3 Years	3 weeks	6% of gross earnings for the vacation year
After 8 Years	4 weeks	8% of gross earnings for the vacation year
After 15 Years	5 weeks	10% of gross earnings for the vacation year
After 23 Years	6 weeks	12% of gross earnings for the vacation year

18.06 Employees who are regularly scheduled to work less than seventy-five (75) hours bi-weekly shall receive vacation benefits for the vacation year as follows:

Total Hours Worked	Vacation Entitlement as of December 31st
0 to less than 1800 hours worked	4% of gross earnings for the vacation year
1800 to less than 5400 hours worked	2 calendar weeks' vacation with pay at 4% of gross earnings for the vacation year.
5400 to less than 14400 hours worked	3 calendar weeks' vacation with pay at 6% of gross earnings for the vacation year
14400 to less than 27000 hours worked	4 calendar weeks' vacation with pay at 8% of gross earnings for the vacation year.
27000 hours or 41400 hours worked	5 calendar weeks' vacation with pay at 10% of gross earnings for the vacation year.
41400 hours or more worked	6 calendar weeks' vacation with pay at 12% gross earnings for the vacation year

18.07 Employees who have not completed their probation period as of the cut-off date will receive four percent (4%) of their gross earnings during the vacation year.

18.08 Vacation shall not accumulate from year to year, and all vacation entitlement must be taken by December 14th. Where the Employer is unable to grant an employee's vacation prior to December 14th due to the staffing and operational requirements of

the Employer, then the employee's vacation entitlement must be taken by January 15th.

- 18.09
- a) Employees requesting vacation time off must submit their vacation requests to their Department Head by April 15th. By May 15th, the Employer shall inform the employees who have submitted their vacation requests by April 15th whether their request was approved or denied. For those requests that are denied, a subsequent request shall be submitted within one (1) week of the denial for approval. By May 31st, the Employer shall inform those employees whether their request is approved or denied.
 - b) Vacation shall not be granted for the period from December 15th to January 8th. During the prime summer vacation period of June 30th to September 7th, an employee will not be granted more than a total of two (2) weeks of vacation.
 - c) Subject to the provisions herein, the choice of vacation period for those employees who have submitted their vacation request by April 15th shall be based on the selection by the employee according to seniority and the staffing/operational requirements of the facility.
 - d) Requests submitted after April 15th for vacation time will be granted on a first come first serve basis, provided that the Employer can fulfil its staffing needs having due regard to the operation of the facility.

Vacation requests must be submitted in writing to the employee's Department Head prior to the posting of the work schedule in which the requested vacation period occurs, which work schedules will be posted in accordance with Article 15.04.

However, it is expressly understood that employees who filed a timely vacation request in accordance with (c) above will receive priority consideration for their vacation requests, and where their initial requests could not be accommodated in accordance with the selection criteria in (c) above, all of their subsequent requested vacation times over an employee who submits such a late request. An employee submitting such a late request cannot utilize their seniority to displace any employee who submitted a timely request.

- 18.10 An employee must take their vacation entitlement. An employee cannot waive vacation and draw double payment unless such vacation entitlement would be unpaid as a result of a prolonged absence such as pregnancy/parental leave or sickness/accident disability.
- 18.11 Where an employee has not made their vacation request by October 1st, the Employer will schedule their vacation to take place by December 14th unless the vacation would be unpaid as a result of a prolonged absence such as pregnancy/parental leave or sickness/accident disability.

18.12 An employee's earned vacation pay will be paid to an employee upon such date as requested provided that the employee makes their request in writing to the Administrator at least one (1) month in advance of the requested date. Where an employee has taken their vacation time but has not requested the payout of their earned vacation pay by December 14th, the Employer will automatically pay out the vacation pay.

18.13 Proration of Vacation Pay on Termination

An employee terminating their employment at any time in their vacation year before they have taken all of their vacation entitlement shall be entitled to any vacation pay earned, provided that the employee provides at least two (2) weeks' written notice of resignation, unless not possible due to reasons beyond the control of the employee. In the event that the employee does not provide two (2) weeks' written notice, they will be paid four percent (4%) of their total wages earned for the current vacation year less any vacation pay already paid out for the current vacation year.

An employee shall be entitled to a pro-rata portion of their vacation pay in the event that their employment is terminated.

Vacations will commence on a Monday and end on a Sunday.

ARTICLE 19 - HEALTH & WELFARE BENEFITS (APPLICABLE TO FULL-TIME EMPLOYEES ONLY)

19.01 The Employer agrees to contribute to the billed premium costs of the insurance plans set out below for each employee not otherwise covered, provided that the employee pays the remaining costs, if any, through payroll deductions. All health and insurance premium costs paid by the Employer shall prorate in accordance with the proration formula. Employees are eligible to join the benefit plans upon completion of the probationary period and after completion of any waiting periods under the plan, subject to the respective terms and conditions of the plans.

19.02 Life Insurance

The Employer shall pay 100% of the billed premium costs of eligible employees under a Life Insurance Plan to provide Life or Accidental Death or Dismemberment coverage in the principal sum of \$20,000.00. Effective September 30, 2022, this amount will increase to \$30,000.00.

Major Medical

The Employer will pay one hundred percent (100%) of the billed premium costs of a Major Medical Plan for eligible employees who participate in the Plan. The Major Medical Plan will provide for a Drug Card with a \$7.50 dispensing cap fee and a \$1.00 deductible per prescription for employees covered by this Agreement who have completed their probationary period. Effective September 30, 2022 the dispensing cap

fee will be \$10.00, with no deductible. The drug plan requires generic substitution for drugs covered by the plan unless otherwise prescribed by the employee's doctor. The plan will reflect positive enrolment.

If an employee is otherwise covered, the Employer shall not be obligated to contribute.

Effective August 1, 2016, the drug plan will provide for enhanced generic substitution for drugs covered under the Plan based on the following:

- "lowest cost interchangeable drug"
- "enhanced generic" – requires medical evidence for drugs where physician indicates "no substitution"
- "lowest priced drug in a therapeutic class"

Vision Care

The Employer will pay one hundred percent (100%) of the billed premium costs of a Vision Care Plan providing coverage of \$275.00 every twenty-four (24) months to eligible employees who participate in the plan. Effective September 30, 2022, this amount will increase to \$300.00. If an employee is otherwise covered, the Employer shall not be obligated to contribute.

Dental Plan

The Employer will pay fifty percent (50%) of the billed premium costs of a Dental Plan for eligible employees who participate in the Plan, provided that the participating employee pays the remaining costs.

The Dental Plan will be equivalent to Blue Cross #9 Plan and will be based on the current O.D.A. fee schedule.

Annual maximum per insured person is \$1,500.00. Effective September 30, 2022, the annual maximum shall increase to \$2,000.00

The Dental Plan shall provide for nine (9) month recall for adults only and restrict fluoride treatment coverage to persons under the age of eighteen (18).

Hearing Aid

The Employer agrees to pay one hundred percent (100%) of the billed premium costs of a Hearing Aid Benefit for eligible employees who participate in the Plan. The Plan will provide a \$300.00 hearing aid benefit.

- 19.03 Employees may elect to enrol in any or all of the group insurance plan(s) at the time of hire. Such employees who elect to enrol will be eligible after completion of probation. Employees who have elected to enrol in a particular plan may withdraw at any time.

An employee who has not enrolled in a plan, or has withdrawn, may enrol in a plan subject to carrier approval but will not immediately be eligible to claim benefits except as defined below. Such late or re-enrolment shall occur only at the sign-up opportunities in January and July each year. Late enrolment or re-enrolment is subject to carrier approval. Initial benefits which may be claimed are as follows:

- a) Life – when coverage approved.
- b) Dental - *\$200.00 maximum benefit/coverage person.
- c) EHC
 - (i) Drugs - *\$150.00 maximum benefit/covered person.
 - (ii) Hearing – no benefit during first six (6) months.

*During twelve (12) months of coverage.

19.04 It is clearly understood that the Employer's obligation pursuant to this Collective Agreement is to provide the insurance coverage bargained for including the Weekly Indemnity Plan in Article 20. Individual claims decisions made by the insurer are not grievable.

19.05 The Employer may substitute another carrier for any of the foregoing plans and the Weekly Indemnity Plan under Article 20 provided that the level of benefits covered thereby is not decreased. The Employer will advise the Union of any change in carrier or underwriter prior to implementing a change in carrier.

19.06 EIC Premium Reduction

The employees' share of the Employer's unemployment insurance premium reduction will be retained by the Employer towards offsetting the cost of the benefits contained in this Agreement.

19.07 Part-Time Employee Benefits

Effective on the first day of the first pay period following 60 days after the date of the award (August 10, 2018), part-time employee shall receive in-lieu of sick leave, health and welfare benefits and holiday pay, the amount of 7.25% in addition to their straight time hourly rate of pay.

ARTICLE 20 - SICK LEAVE (FULL-TIME EMPLOYEES)

20.01 Income protection is payable when an employee is absent from work due to legitimate personal illness or injury which is not compensable under the Workplace Health and Safety Insurance Act. It is understood that payment of income protection is for the sole and only purpose of protecting employees against the loss of income during time of such illness. The Weekly Indemnity Plan applies on a pro-rata basis in accordance with the pro-ration formula, including the pro-ration of the premium costs of the employee regularly scheduled to work less than seventy-five (75) hours bi-weekly.

- a) Absence for injury compensable under the provisions of the Workplace Safety and Insurance Act shall not be charged against sick leave credits.
- b) Employees who have completed their probationary period will accrue 3.75 hours per 162.5 hours worked to a maximum of 30 hours. Days accrued shall be utilized to pay for the first three (3) days of legitimate personal illness or injury.

There shall be no payment for the first two (2) days of absence in the third and successive periods of illness in each calendar year.

- c) The Employer will pay one hundred percent (100%) of the billed premium towards coverage of employees who have completed their probationary period and who meet the eligibility requirements of the insurer under a weekly indemnity plan covering legitimate personal illness or injury from the fourth (4th) calendar day up to the end of the second (2nd) calendar week of such illness or injury. Payment under the Weekly Indemnity Plan will be 66 2/3% of straight time scheduled wages lost.
- d) The employee will apply for EI sick leave for weeks three (3) through seventeen (17) of any legitimate illness or injury and the Employer will top-up EI pay to 66 2/3% of straight time scheduled wages lost.
- e) The Employer will pay one hundred percent (100%) of the billed premium towards coverage of employees who have completed their probationary period and who meet the eligibility requirements of the insurer under a Weekly Indemnity Plan covering legitimate illness or injury for weeks eighteen (18) through twenty-five (25) of any legitimate illness or injury. Payment under weekly indemnity will be 66 2/3% of straight time scheduled wages lost.
- f) An employee may be required to provide proof of sickness in the form of a medical certificate for any absence.
- g) The right to sick leave shall cease upon notice of termination of employment.
- h) When sick leave exceeds ten (10) days in any one (1) month, no sick leave credits shall accumulate during that month.
- i) Pregnancy leave of absence and resulting childbirth shall not be considered as personal illness or sick leave under this Agreement.
- j) An employee of work due to illness and entitled to sick pay shall not engage in any gainful employment during the time off work.

- k) In the event that an employee is ill during any portion of a period of vacation time, payment under the sick leave plan will not commence until the vacation period for which the employee was scheduled is completed.
- l) The Employer will notify the employees of their accumulation of sick leave under .01 b) on request.
- m) It is the responsibility of the employees to update their Department Head as to the status of their sickness on at least a weekly basis. Employees must notify their Department Head of their intent to return to work after illness prior to the start of the shift in which they plan to attend in accordance with the following, or else there may be no work available on such shift.

No later than 1200 noon the day before – if on the day shift.
No later than 1200 noon of that day – if on the evening shift.
No later than 1200 noon of that day – if on the night shift.

The Employer will not be liable for any payments or for providing any work to an employee who attempts to return to work without providing the above advance notice.

- n) Employees must notify the Employer if they are to be absent due to personal illness at least two (2) hours in advance of the start of their shift if they are scheduled on the day shift, or four (4) hours in advance of the start of their shift if they are scheduled for the evening or night shift, unless such notification is impossible. Where such advance notification is impossible, the employee must provide the Employer with as much advance notification as is possible.

ARTICLE 21 - PENSION PLAN

21.01 Nursing Homes and Related Industries Pension Plan (NHRIPP)

Effective March 1, 2006, the Nursing Homes and Related Industries Pension Plan (NHRIPP) will be introduced as follows:

Commencing March 1, 2006, each eligible employee covered by this Collective Agreement shall be enrolled in the Nursing Homes and Related Industries Pension Plan. In this Article, the terms used shall have the meanings as described:

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

“Applicable Wages” means the basic straight time wage for all hours worked and in addition:

- 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 July 1, 2010, each eligible employee covered by this Collective Agreement shall contribute from each pay cheque an amount equal to three and half percent (3 ½ %) of applicable wages to the Plan. The Employer shall match such contributions, the amount being three and half percent (3 ½%) of applicable wages.

Effective August 1, 2016, each eligible employee covered by this Collective Agreement shall contribute from each pay cheque an amount equal to four percent (4%) of applicable wages to the Plan. The Employer shall match such contributions, the amount being four percent (4%) of applicable wages.

Notwithstanding the foregoing, where an error has been made in deduction, upon request the Employer shall 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 remitted to the Plan by the Employer 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 contribution to the Plan as set out in this Article, the Employer shall not be obligated to contribute towards the cost of benefits provided by the Plan or be responsible for providing any such benefits.

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

It is understood and agreed by the Employer and the Union that should the current pension legislation or regulations be changed so that the Employer’s obligation to contribute to the Plan exceeds the amount specified in the

Collective Agreement then in force, the parties will meet directly to finalize methods to relieve the Employer of this increased obligation to the extent that any such obligations exceed that which the Employer would have if the Plan were a defined contribution plan.

- 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 electronically or via manual records, or otherwise.

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

- i) To be Provided Once Only at Plan Commencement:

Date of Hire

Date of Birth

Date of First Contribution

Seniority List to include hours from date of hire to Employer's fund entry date (for the purpose of calculating past service credit)

- ii) To be Provided with each Remittance:

Name

Social Insurance Number

Monthly Remittance

Pensionable Earnings by the Employer

YTD Pension Contributions

Employer portion of arrears owing due to error, or late enrolment by the Employer

- iii) To be Provided Once and if Status Changes:

Full Address as provided to the Home

Termination date where applicable (MMDDYY)

Gender

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.

It is understood and agreed that currently the Employer is not required by law to provide any information other than that specified in 21.01 (e) above. In the event that the Employer is required, by law, to provide additional information in the future and such information is not readily available without review of other information not relevant to the Plan, the Plan shall make arrangements with the Employer for access to the required information. This may include the Employer providing such information at reasonable cost to the Plan. If the Administrator of the Plan and Employer are unable to agree on the form of such access, a mutually acceptable third party, such as a firm of accountants and auditors, shall be retained at the expense of the Plan to obtain such information from the Employer's files.

ARTICLE 22 – PRO-RATA BENEFITS

- 22.01 Accrual and payment of paid holidays, sick pay, weekly indemnity, and all benefits including shared cost arrangements for all employees shall be on a prorata basis of hours regularly worked in relation to seventy-five (75) hours bi-weekly.

Pro-ration entitlement for employees who regularly work more than sixty-six (66) hours bi-weekly but less than seventy-five (75) hours bi-weekly shall be based on the pro-ration entitlement of employees regularly working seventy-five (75) hours.

- 22.02 The calculation of proration percentage shall be determined by dividing the hours paid in the previous predetermined six (6) month period by nine hundred and seventy-five (975) and then multiplying by one hundred (100).

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

Hours paid in calculating proration formula will include WSIB and W.I.

When an employee is on:

- a) Maternity leave
- b) Adoption leave
- c) Approved leave of absence in excess of 30 (thirty) continuous calendar days

Proration upon return shall be based on % in effect prior to commencement of leave.

New Hires

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

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

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

- 22.03 This article does not apply to any part-time employee who is in receipt of the part-time in-lieu benefit payment.

ARTICLE 23 - UNIFORM ALLOWANCE

- 23.01 Full-time and part-time employees who are required to wear a uniform and or proper footwear (WSIB requirement) will receive a uniform allowance of seven cents (7¢) per hour for all hours worked. Such amount is not to form part of the hourly rate for purposes of calculating overtime and premiums generally. The uniform allowance will be paid out annually on the last pay period in December in each year. Uniform allowance will not be paid to new employees prior to completion of the probationary period.

ARTICLE 24 - CLASSIFICATIONS AND RATES OF PAY

- 24.01 The Employer shall pay wages in accordance with the wage schedule attached hereto as Schedule "A". Employees will be paid bi-weekly by direct deposit.
- 24.02 Full-time employees within their position classification will progress from the "start rate" to the "one year rate" and so on, on the basis of 1,950 hours worked at the "start rate" to the "one year rate" and progression to the "3 mos", "6 mos", "2 Yr", "3Yr", "4 Yr" steps will be based proportionately on the formula of 1950 hours = 1 year. Hours worked and paid for, and hours not worked and paid for by the Employer and hours not worked and paid for under the Workplace Safety and Insurance Act shall be considered hours worked for the purposes of computing eligibility to progress to the next higher rate within their classification.
- 24.03 Part-time employees within their position classification will progress from the "start rate" to the "one year rate" and so on, on the basis of 1,800 hours worked at the "start rate" to the "one year rate" and progression to the "3 mos", "6 mos", "2 Yr", "3 Yr", "4

Yr” steps will be based proportionately on the formula of 1800 hours = 1 year. Hours worked and paid for, and hours not worked and paid for by the Employer, and hours not worked and paid for under the Workplace Safety and Insurance Act shall be considered hours worked for the purposes of computing eligibility to progress to the next higher rate within their position classification.

- 24.04 Employees who change their status within the classification from full-time to part-time and vice-versa will maintain their same level on the salary grid. In addition, an employee who is so transferred will receive full credit for service accumulated since date of last advancement.
- 24.05 If an employee is transferred or bumps to a lower rated classification as a result of a layoff or reduction in staff, the employee will be placed on the level of the lower-rated job grid that corresponds with the same service level that the employee had on the higher-rated grid to which they were transferred or bumps. Service for purposes of placement and progression on the lower rated classification shall include service on the job that they are transferred from.
- 24.06 When a new classification (which is covered by the terms of this Collective Agreement) is established by the Employer, the Employer shall determine the rate of pay for such new classification and notify the Union of the same. If the Union challenges the rate, it shall have the right to a meeting with the Employer to endeavour to negotiate a mutually satisfactory rate. Such request will be made within ten (10) working days after receipt of notice from the Employer of such new occupational classification and rate.

If the parties are unable to agree, the dispute concerning the new rate may be submitted to arbitration as provided in this Agreement within fifteen (15) working days of such meeting. The decision of the Arbitrator shall be based on the relationship established by comparison with other classifications within the bargaining unit, having regard to the requirements of such classifications. Any change mutually agreed to resulting from such meeting between the parties or as awarded by a Board of Arbitration shall be retroactive to the date of the commencement of the new rate established by the Employer.

24.07 Errors on Paycheques

In the event of an error on an employee’s pay, the correction will be made in the pay period following the date on which the underpayment comes to the Employer’s attention. If the error results in an employee being underpaid by one (1) day’s pay or more, the Employer will provide payment for the shortfall no later than three (3) business days from the date it is notified of the error but will endeavour to provide payment within two (2) business days from the date it is notified of the error.

If the Employer makes an overpayment of a day’s pay or less for an employee, the overpayment will be deducted on the pay period following the date that the error is

discovered. If the error is in excess of a normal day's pay, the Employer will be reimbursed based on a mutually satisfactory arrangement between the employee and the Employer.

ARTICLE 24 - RESIDENT ABUSE

24.01 The parties agree that residents have a right to live in an environment that is free from abuse. The parties agree that the abuse of residents by employees will not be tolerated.

ARTICLE 25 - BULLETIN BOARDS

25.01 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 further meetings, special meetings, or seminars.

Material other than the above must be approved and initialed by the Administrator.

ARTICLE 26 - COLLECTIVE AGREEMENT

26.01 It is mutually agreed between the Employer and the Union that the expense of printing the Collective Agreement shall be shared by both parties equally.

ARTICLE 27 - EMPLOYEE ADDRESS/TELEPHONE NUMBERS

27.01 Current Addresses/Telephone Numbers

It is the responsibility of the employee to ensure that their home address and telephone number that are on file with the Employer are current at all times. If the employee fails to do this, the Employer will not be responsible for any failure to notify or contact the employee.

ARTICLE 28 – TRAINING

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

ARTICLE 29- DURATION

29.01 This Agreement shall continue in effect until December 31st, 2023 and shall remain in effect from year to year thereafter unless either party gives the other party written notice of termination or desire to amend the Agreement. Notice of amendment or termination may only be given within a period of ninety (90) days prior to the expiration date of the Agreement or to any anniversary date of such expiration date.

Signed electronically this ____ day of _____, 2025.

FOR THE EMPLOYER

Denise Ward
Denise Ward (2025-10-22 15:51:41 EDT)

Emily English

Courtney Dunlop-McDonald
Courtney Dunlop-McDonald (2025-10-23 12:12:06 EDT)

FOR THE UNION

B. Ware
Beverly Ware (2025-10-23 15:28:24 EDT)

Lisa Wager
Lisa Wager (2025-10-22 16:02:04 EDT)

Sean Wilson
Sean Wilson (2025-10-22 15:52:37 EDT)

Wage Schedule - CUPE Local 4645 and Muskoka Landing

R.P.N.					
Effective Date	Start	1 Year	2 Year	3 Year	4 Year
January 1, 2022 (3.5%)	\$25.39	\$25.97	\$26.51	\$27.11	\$27.61
Effective August 30, 2022	\$26.51	\$27.11	\$27.61		
January 1, 2023 (\$1.00)	\$27.51	\$28.11	\$28.61		
January 1, 2023 (3.5%)	\$28.47	\$29.09	\$29.61		

Nurse's Aide *Activation Aide; Restorative Aide							
Effective Date	Start	3 Months	6 Months	1 Year	2 Year	3 Year	4 Year
January 1, 2022 (3.5%)	\$18.47	\$18.96	\$19.29	\$20.10	\$20.39	\$20.83	\$21.33
January 1, 2023 (3.5%)	\$19.12	\$19.62	\$19.97	\$20.80	\$21.10	\$21.56	\$22.08

PSW/HCA							
Effective Date	Start	3 Months	6 Months	1 Year	2 Year	3 Year	4 Year
January 1, 2022 (3.5%)	\$18.91	\$19.41	\$19.75	\$20.56	\$20.84	\$21.28	\$21.79
April 21, 2022 (\$3.00 PWE)	\$21.91	\$22.41	\$22.75	\$23.56	\$23.84	\$24.28	\$24.79
January 1, 2023 (3.5%)	\$22.68	\$23.19	\$23.55	\$24.38	\$24.67	\$25.13	\$25.66

Certified Activation Aide; Certified Restorative Care Aide							
Effective Date	Start	3 Months	6 Months	1 Year	2 Year	3 Year	4 Year
January 1, 2022 (3.5%)	\$18.91	\$19.41	\$19.75	\$20.56	\$20.84	\$21.28	\$21.79
January 1, 2023 (3.5%)	\$19.57	\$20.09	\$20.44	\$21.28	\$21.57	\$22.02	\$22.55

Schedule "A" – Recent Related RPN Experience

The Employer will recognize recent related experience as an RPN with a permanent licence 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 eighteen hundred (1800) 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 in order to be considered for a salary increment, and if they fail to do so they shall not be entitled to recognition.

Retroactivity of the wage grid increases shall be based on wages only, based on hours paid by the Employer. Retroactive pay will be paid within three pay periods via direct deposit to all current employees employed during the term of the collective agreement. Persons who worked during the period but are no longer employed will also be eligible for payment of retroactivity. The Employer will send a letter to the last known address of each such person advising them of their right to retroactivity. Former employees will have 30 calendar days from the date of

mailing to claim payment. Former employees who fail to claim their payment within the 30-day period shall be deemed to forfeit any claim thereto.

LETTER OF UNDERSTANDING

Between

**MUSKOKA LANDING
(A division of Huntsville Long Term Care Centre Inc.)**

and

**THE CANADIAN UNION OF PUBLIC EMPLOYEES
AND ITS LOCAL 4645**

Re: Contracting Out in the Dietary, Housekeeping, Laundry, or Maintenance Departments

It is acknowledged that the work of the Dietary, Housekeeping, Laundry, and Maintenance Departments had been contracted out by the Employer prior to certification of the Union and is not in violation of Articles 2.03 or 2.04.

It is agreed that in the event that the Employer employs employees to perform work in the Dietary Department, or in the Laundry Department, or in the Housekeeping Department or in the Maintenance Department for a period of time in excess of six (6) weeks, the specific work shall be deemed to have been "contracted in" and shall fall within the CUPE bargaining unit, provided such work is not excluded by virtue of Article 2.01. Any subsequent contracting out of the said "contracted in work" subsequent to the period of six (6) weeks must be in accordance with Article 2.04. However, it is agreed that where the Employer employs employees to perform work in one of the specified Departments for a period of six (6) weeks or less prior to again contracting out the work, the work will not be deemed to have been "contracted in" and its subsequent contracting out within the six (6) week timeframe will not be governed by Articles 2.03 or 2.04 or constitute a violation of Articles 2.03 or 2.04.

Signed electronically this ____ day of _____, 2025.

FOR THE EMPLOYER

FOR THE UNION

Denise Ward
Denise Ward (2025-10-22 15:04 EDT)

B. Ware
Beverly Ware (2025-10-23 15:28:24 EDT)

Emily English

Lisa Wager
Lisa Wager (2025-10-22 16:02:04 EDT)

Courtney Dunlop-McDonald
Courtney Dunlop-McDonald (2025-10-23 12:12:06 EDT)

Sean Wilson
Sean Wilson (2025-10-22 15:52:37 EDT)

LETTER OF UNDERSTANDING

Between

**MUSKOKA LANDING
(A division of Huntsville Long Term Care Centre Inc.)**

and

**THE CANADIAN UNION OF PUBLIC EMPLOYEES
AND ITS LOCAL 4645**

Re: Influenza Immunization

All employees shall be required to be immunized for influenza on an annual basis. The Employer will ensure that the influenza vaccination is available at no cost to the employee.

In the event that the Board of Health declares an influenza outbreak in the Home and the employee has failed to take the required immunization, they may be placed on an unpaid leave of absence until such time as the employee has been cleared by Public Health or the Employer to return to the work environment.

Employees who are unable to take the influenza vaccination due to medical reasons must provide written verification from a medical physician of such medical condition. Such employee may access their sick bank if any during any outbreak period.

If an employee did not take the required annual immunization vaccination or complete a recommended course of treatment, any subsequent course of treatment taken during an influenza outbreak shall be undertaken at the employee's expenses.

Signed electronically this ____ day of _____, 2025.

FOR THE EMPLOYER

FOR THE UNION

Denise Ward
Denise Ward (2025-10-22 15:51:41 EDT)

B. Ware
Beverly Ware (2025-10-23 15:28:24 EDT)

Emily English

Lisa Wager
Lisa Wager (2025-10-22 15:02:04 EDT)

Courtney Dunlop-McDonald
Courtney Dunlop-McDonald (2025-10-23 12:12:06 EDT)

Sean Wilson
Sean Wilson (2025-10-22 15:52:37 EDT)