

COLLECTIVE AGREEMENT

between

Omni

FROST MANOR

and

CUPE / Canadian Union
of Public Employees

AND ITS LOCAL 2225-08

JANUARY 1, 2025 to DECEMBER 31, 2026

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PREAMBLE

The general purpose of this Agreement is to establish and maintain collective bargaining relations between the Employer and its employees within the bargaining unit, and to provide orderly procedure for the prompt and equitable disposition of grievances, and to set forth rates of pay, cover hours of work and other conditions of employment to be observed by the parties, all as expressly provided in this Collective Agreement.

ARTICLE 1 – RECOGNITION

- 1.01** The Employer recognizes the union as the sole bargaining agent for all its employees at Frost Manor as certified by the Labour Relations Board on February 17, 1984 and includes all employees of the Respondent save and except registered nurses, graduate and undergraduate nurses, Supervisors, persons above the rank of supervisor, Activity Director, Temporary Supervisor and office staff.
- 1.02** No other Agreement: No employee shall be required or permitted to make any written or verbal agreement with the Employer or its representatives or the Union or its representatives which may conflict with the term of this Collective Agreement.
- 1.03** **Work of the Bargaining Unit**
- Persons not covered by the terms of this Agreement will not perform duties normally assigned to those employees who are covered by this Agreement, except for the purposes of instruction, experimentation, or in emergencies when regular employees are not readily available.
- 1.04** **No Contracting Out**
- In order to provide for job security for members of the Bargaining Unit, the Employer agrees that it will not contract-out any work which is normally performed by members of the Bargaining Unit, or which will result in a reduction of the hours of work normally performed.
- 1.05** Wherever the singular is used in this Agreement it shall mean and include the plural where the context of the Agreement so requires, and vice versa.
- 1.06** The word “employee” in this Agreement shall mean the employees of the Employer for whom the Union is the bargaining agent as set out in Section 1.01
- 1.07** Wherever the word “administrator” is used in this Agreement it shall be considered as meaning the Administrator or their delegate.

1.08 Wherever the term “immediate supervisor” is used in this Collective Agreement it shall refer to the department head and, in their absence, the Registered Nurse on duty. In the event neither the Department Head or Registered Nurse is present, the term shall refer to the Administrator or their designated representative.

1.09 a) Full-time Employees – are those employees regularly scheduled to work more than twenty-two and one-half (22½) paid hours per week.

b) Part-time Employees – are those employees regularly scheduled to work twenty-two and one-half (22½) paid hours or less per week.

1.10 The term “Cook” as used in Schedule “A” of this Collective Agreement shall describe the employee who works the cook shift. This is not to be construed as recognition that the Employer recognizes the employees so assigned as meeting the requirements to be classified as cooks.

1.11 Definition of Days

Where the term working day or days is used it shall be interpreted to exclude Saturday, Sunday, and paid holidays.

Where the term calendar day or days is used, it shall include Saturday, Sunday and paid holidays.

ARTICLE 2 - MANAGEMENT RIGHTS

2.01 The Union recognizes that it is the right of the Employer to exercise the regular and customary functions of the Employer and to direct the working forces, subject to the terms of this Agreement. The question of whether any of these rights is limited by this Agreement shall be decided through the grievance and arbitration procedure.

2.02 The Union acknowledges that the regular and customary functions of the Employer include the following:

- a) maintain order, discipline and efficiency.
- b) hire, discharge, assign, direct, promote, demote, classify, transfer, lay-off, recall, and suspend or otherwise, discipline employees for just cause.
- c) determine the number of personnel required, the hours of work, the services to be performed and the methods, procedures and equipment to be used in connection herewith.
- d) Make and enforce and alter from time-to-time reasonable rules and regulations to be observed by the employees not inconsistent with the provisions of this Agreement.
- e) Determine and establish standards and procedures for the care, welfare, safety and comfort of the residents.

- 2.03** The Employer shall exercise its rights in a fair and reasonable manner. The Employer's rights shall not be used to direct the working force in a discriminatory manner.

ARTICLE 3 - NO STRIKES / NO LOCKOUTS

- 3.01** The Union agrees there shall be no strike and the Employer agrees there shall be no lockout. The term "strike" and "lockout" shall bear the same meaning as given to them under the *Ontario Labour Relations Act*. The Union shall not picket at the Home.

ARTICLE 4 – HARASSMENT

4.01 No Discrimination

Both the Employer and the Union agree that there will be no discrimination, coercion or intimidation practiced or threatened against the individual employee by the virtue of their membership or non-membership in the Union, or by the exercise or non-exercise of their rights and/or responsibilities as Union representatives under this Agreement.

The Employer and the Union further agree that all Employees will be protected against discrimination respecting their human and employment rights in all matters prohibited under the Ontario Human Rights Code.

The parties acknowledge and agree to adhere to the *Ontario Human Rights Code*, the *Employment Standards Act* as amended from time to time, the *Ontario Labour Relations Act* as amended from time to time, and the *Occupational Health and Safety Act* as amended from time to time.

4.02 Harassment

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

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

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

ARTICLE 5 - UNION SECURITY AND CHECKOFF

- 5.01** The Employer will deduct each month from the wages of employees an amount equal to the regular monthly Union dues assessed by the Union in accordance with its Constitution and By-laws. In the case of new employees, the first deduction shall be made in the month the employee completes their first month of employment.
- 5.02** The Employer will forward before the 15th of the month the dues deducted in the previous month. The dues list will indicate the name of the employees from whom such dues were deducted and will be forwarded to the Secretary-Treasurer of the Union.
- 5.03** The Union shall save the Employer harmless for any deductions made from the pay of employees in accordance with the provisions of this Article.
- 5.04** **Interviewing Opportunity**

A representative of the Union shall be given an opportunity to interview each new employee within regular working hours, without loss of pay for a maximum of fifteen (15) minutes during the first month of employment, for the purpose of acquainting the new employee with the benefits and duties, of Union membership, and their responsibilities and obligations to the Employer and the Union. The Union shall be notified, in writing, within five (5) days of a new employee being hired.

ARTICLE 6 – CORRESPONDENCE

6.01 **Technical Information**

The Employer shall make available to the Union, in writing, information required by the Union, such as job descriptions, positions in the bargaining unit, job classifications, wage rates and welfare plans in advance of any additions or changes to the above.

6.02 **Correspondence**

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

ARTICLE 7 - UNION – MANAGEMENT RELATIONS

- 7.01** The Employer acknowledges the right of the Union to elect a union Grievance Committee which shall be composed of not more than three (3) stewards. It is

understood that in electing stewards the Union will secure its representation from among those employees who have acquired seniority.

7.02 The Employer will recognize and work with the said Committee on any matter properly arising out of this Agreement, and the Committee will co-operate with the Employer in the administration of this Agreement.

7.03 The name of each of the stewards from time to time selected shall be given to the Employer in writing, and the Employer shall not be required to recognize any such steward until it has been notified in writing by the Union of the name of same.

7.04 The Union acknowledges that stewards have their regular duties to perform on behalf of the Employer and that such a person shall not leave their regular duty to attend to the complaints and grievances of employees without having first secured permission from their immediate supervisors, which permission shall not be unreasonably withheld. Stewards shall state their destination to their immediate supervisors and shall report again to them at the time of their return to work. Time spent absent from regular duties shall be without loss of remuneration. However, only a reasonable amount of time shall be spent during working hours for the investigation of grievances and complaints.

7.05 Bargaining Committee

The Employer acknowledges the right of the Union to appoint or otherwise elect a Negotiating Committee of not more than three (3) employees and will recognize and deal with the said Committee with respect to matters which are properly the subject of negotiations including proposals for the renewal or modification of this Agreement. A representative of the Union may participate in such negotiations if requested to do so by either party. Any representative of said Negotiating Committee, who is in the employ of the Employer, shall have the right to attend negotiations for the renewal of this Agreement up to and including conciliation without loss of remuneration.

7.06 Labour-Management Committee Meeting

Where the parties mutually agree that there are matters of mutual concern and interest that would be beneficial if discussed at a Labour-Management Committee meeting during the term of this agreement, the following shall apply:

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

It is also understood that joint meetings with other Labour Management Committees in the home may be scheduled concerning issues of mutual interest if satisfactory to all concerned.

Any representative(s) attending such meetings during their regularly scheduled hours of work shall not lose regular earnings as a result of such attendance.

Such meeting shall be held quarterly, or more often, by mutual agreement of the parties.

7.07 Accident Prevention – Health and Safety

- a) The Employer and the Union agree that they mutually desire to maintain standards of safety and health in the Home in order to prevent accidents, injury and illness.
- b) Recognizing its responsibilities under the applicable legislation, the Employer agrees to accept as a member of its Accident Prevention Health and Safety Committee at least one (1) representative selected or appointed by the Union from among bargaining unit employees.
- c) Such Committee shall identify potential dangers and hazards, institute means of improving health and safety programs and recommend actions to be taken to improve conditions related to safety and health.
- d) The Employer agrees to co-operate reasonably in providing necessary information to enable the Committee to fulfill its functions.
- e) Meetings shall be held every third month or more frequently as the parties may agree. The Committee shall maintain minutes of all meetings and make the same available for review.
- f) Any representative appointed or selected in accordance with (b) hereof shall serve for a term of one (1) calendar year from the date of appointment, which may be renewed for further periods of one year. Time off for such representative(s) to attend meeting of the Accident Prevention Health & Safety Committee in accordance with the foregoing shall be granted and any representative(s) attending such meetings during their regular scheduled hours of work shall not lose regular earnings as a result of such attendance. It is understood that employees shall be paid in accordance with the *Ontario Health and Safety Act* and that employees who are asked to attend meetings shall be paid for all hours at their appropriate rate of pay.
- g) The Union agrees to endeavour to obtain a full co-operation of its membership in the observation of all safety rules and practices.

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

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

ARTICLE 8 - GRIEVANCE PROCEDURE

Definition

A grievance under this Agreement shall be defined as any difference or dispute between the Employer and any employee relating to the interpretation, application or administration of this Agreement, including any questions as to whether the matter is arbitrable and an allegation that this Agreement has been violated.

8.01 Complaint Stage

The employee shall first discuss the dispute verbally with their immediate Supervisor or their designate, within ten (10) working days from the time of the occurrence of the event complained of, with a steward, in order to amicably settle the matter. The Supervisor or their designate, shall provide a verbal response within five (5) working days of such discussion.

8.02 Step 1

If the matter is not settled at the complaint stage, including the failure of the Supervisor or designate to provide a response within the time allotted, the Union may file a written grievance to the Administrator within five (5) working days after the complaint stage. The Administrator shall convene a meeting with the grievor and their Union Steward at a time to be fixed by both parties. Such discussion shall be held within ten (10) working days or another mutually agreeable time. The Administrator or their designate shall give their written response within seven (7) working days after the meeting.

8.03 Step 2

If the matter is not settled at Step 1, including the failure of the Administrator or designate to provide a response within the time allotted, the Union will file the written grievance to the Administrator within five (5) working days. The Administrator shall convene a meeting with the grievor and their Union Steward, the CUPE National Representative and the Employer's Human Resources Director or designate at a time to be fixed by both parties. Such meeting shall be held within ten (10) working days or another mutually agreeable time. The Human Resources Director or designate shall give their written response within seven (7) working days after the meeting.

8.04 Failure to settle at Step 2

In the event that the grievance is not settled at Step 2, either party may refer the matter to arbitration in accordance with Article 9 - Arbitration.

8.05 Group Grievance

Where a number of employees have identical grievances and each employee would be entitled to grieve separately, they may present a group grievance in writing, identifying each employee who is grieving, to the Administrator or designate in accordance with Step 1 of the grievance procedure. Where the Union requires

additional time, the parties may agree to an extension of time limits in accordance with Article 8.08

8.06 Policy Grievance

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

8.07 Discharge/Suspension Grievance

An employee considered by the Union to be wrongfully discharged or suspended, shall have recourse to the grievance procedure commencing at Step 2 provided the grievance is filed within ten (10) working days of the suspension or discharge.

Such grievance may be resolved by the reinstatement of the employee to their former position without loss of seniority, wages or benefits, or in such other manner as the parties may agree or the Board of Arbitration may award.

8.08 Timelines

The time limits specified in the grievance procedure may be extended by mutual, written agreement between the Employer and the Union.

8.09 Grievance Mediation

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

ARTICLE 9 - ARBITRATION PROCEDURE

9.01 Failing a satisfactory settlement at Step 2 of the Grievance Procedure in Article 8, either party may refer the dispute to arbitration. The party initiating the arbitration shall notify the other party of its intention to proceed to arbitration within ten (10) working days of receiving a written reply referred to at Step 2 of the Grievance Procedure. The request shall be in writing addressed to the other party to this Agreement and shall contain the name of the first party's nominee to the Board of Arbitration.

9.02 The recipient of notice shall, within ten (10) working days thereafter, designate its nominee to the Board of Arbitration. The two (2) so nominated shall endeavour, within ten (10) working days after the appointment of the second of them, to agree upon a third person to act as Chairperson of the Board of Arbitration. If the nominees are unable to agree upon a third person as Chairperson within ten (10) working days after the appointment of the second one of them, then either party may request the Ministry of Labour for the Province of Ontario to appoint the third member as Chairperson of the Board of Arbitration.

9.03 The decision of a Board of Arbitration, or a majority thereof, constituted in the above manner shall be final and binding on both parties. If there is no majority decision, the decision of the Chairperson shall govern.

9.04 The Board of Arbitration shall not have any power to alter or change any of the provisions of this Agreement or to substitute any new provisions for any existing provisions, nor to give any decision inconsistent with the terms and provisions of this Agreement. Each of the parties shall be responsible for the fees and expenses of its own nominee. The Fees and expenses of the Chairperson shall be shared equally by the parties of this Agreement.

9.05 Sole Arbitrator

By mutual agreement, the Parties may agree to the use of a sole Arbitrator and the wording in this Article shall be deemed amended as necessary.

9.06 No grievance shall proceed to mediation or arbitration without first having been carried through all agreed steps and timelines of the grievance procedure, unless specifically agreed to in writing by the parties.

ARTICLE 10 - DISCHARGE, SUSPENSION AND DISCIPLINE

10.01 Meeting

Where a Supervisor intends to meet with an employee for discipline purposes, the Supervisor shall give sufficient notice to the employee of the purpose of the meeting in order that the employee may contact a Union representative and have a Union representative present. Subject to the above, the Union shall be notified and asked to attend any meeting where any form of discipline is discussed.

10.02 Adverse Report

The Employer shall notify an employee in writing of any expression of dissatisfaction concerning their work within ten (10) calendar days of the event of the complaint, with copies to the Union and to the CUPE Representative at the same time as the employee is notified in writing. This notice shall include particulars of the work performance, which led to such dissatisfaction. If this procedure is not followed, such expression of dissatisfaction shall not become part of their record for use against them in regards to discharge, discipline, promotion, demotion, or other related matters. This Article shall be applicable to any complaint or accusation, which may be detrimental to an employee's advancement or standing with the Employer, whether or not it relates to their work. The employee's reply to such complaint, accusation or expression of dissatisfaction shall become part of their record, except in cases of resident abuse, the record of an employee shall not be used against them at any time after twenty-four (24) months following a suspension or disciplinary action, including receipt of letters of reprimand or any adverse reports. These records will be removed from the employee's permanent file and destroyed after twenty-four (24) months following a suspension or

disciplinary action, except in the case of resident abuse including receipt of a letter of reprimand or any adverse reports.

10.03 Discharge Procedure

An employee may be dismissed but only for just cause and only upon the authority of the Employer. Such employee and the Union shall be advised promptly in writing by the Employer of the reason for such discharge or suspension.

10.04 May Omit Grievance Steps

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

10.05 Reviewing of Personnel File

An Employee has the right to review their personnel file within five (5) days of requesting it, in writing, to the Administrator of their designate.

When reviewing their files, they shall do so in the presence of the Employer and shall have the right to Union representation.

10.06 Suspension and Pending Investigation

An employee who is suspended pending investigation into allegations which could lead to disciplinary actions shall be paid for all hours missed from work from the commencement of the suspension until such time as the Employer has had an opportunity to meet with the employee to discuss the outcome.

ARTICLE 11 – SENIORITY

11.01 Seniority Defined

Seniority shall accrue as of the date of last hire by the Employer but shall not include any unpaid leave of absence beyond a period of three (3) months. Seniority shall operate on a bargaining unit-wide basis.

- a) Seniority for full-time employees is defined as the length of service in the Bargaining Unit and shall be expressed in years and months.
- b) Seniority for part-time employees shall be based on actual hours worked; Eighteen Hundred (1800) hours being equivalent to one (1) year of Seniority. This formula will also be used for progression on the wage grid.
- c) Seniority shall operate on a Bargaining Unit wide basis.
- d) Where full-time employees change their status to part-time, and where part-time employees change their status to full-time, the following equation shall be used when converting hours of work to years of service and vice-versa:

1800 hours = one year of service

150 hours = one month of service

11.02 Seniority List

- a) The Employer shall maintain a seniority list showing years and months of service for full-time Employees and the number of hours worked for part-time employees. Full-time Employees who have transferred from part-time shall have their seniority expressed in years (months if less than one (1) year) and months (hours if less than one (1) month).
- b) An up-to-date seniority list shall be sent to the Union and posted on the bulletin board designated therefore, in January and July of each year. Employees shall have thirty (30) calendar days from the date of posting to notify the Employer of any errors in seniority calculations. If no errors are reported within such thirty (30) day period, the seniority list shall be accepted as correct for all employees.
- c) For the purpose of applying calculated seniority the following will apply:
 - i) Job Posting – calculated to the closing date of the posting,
 - ii) Any other circumstances – in accordance with the most recent posted seniority list.

11.03 Probationary Period

- a) A Full-time Employee will be on probation until they have completed three (3) calendar months of employment. A Part-time Employee will be on probation until they have completed four hundred and fifty (450) hours of employment or six (6) months of employment whichever comes first.
- b) Upon completion of the probation period, the employees name shall be placed upon the respective seniority listing and a full-time employee shall be credited with three (3) months seniority and a part-time employee shall be credited with the number of hours worked.

- c) The Parties agree that the probationary period is the Employer's opportunity to assess the ability and suitability of a new employee. Providing the Employer has made a fair assessment of the employee's suitability for permanent employment, the termination of a probationary employee will not be the subject of a grievance. The Parties agree that the probationary period may be extended by mutual consent between the Employer and the Union. It is agreed that there shall only be one (1) extension and that it shall be for a pre-determined time, not to exceed an additional one hundred (100) hours.

- 11.04**
- a) When decisions are made within the bargaining unit with regard to promotions, transfers, demotions, the following factors will be considered.
 - a) seniority
 - b) performance
 - c) qualifications
 - d) ability
 - e) experience: This shall be defined to mean experience in the classification with the Employer at Frost Manor.
 - b) Where b) through e) are relatively equal, then a) will be the deciding factor. In determining the ability of an employee to perform work for the purposes of promotion, transfer, demotion, the Employer shall not act in an arbitrary or unfair manner.
 - c) Both parties recognize the principle of promotion within the service of the Employer and that job opportunity should increase in proportion to length of service.
 - d) Therefore, in making staff changes, transfers or promotions, the Employer shall appoint the senior applicant able to meet the requirements outlined in Article 11.04.

11.05 Transfers and Seniority outside Bargaining Unit

No employee shall be transferred to a position outside the bargaining unit without their consent. If an employee is promoted or transferred to a position outside of the bargaining unit they shall retain their seniority acquired at the date of leaving the unit for a period of not more than one (1) year. At the end of one (1) year, the employee must choose whether they wish to resume their position in the bargaining unit.

11.06 Loss of Seniority

An employee shall cease to accumulate seniority and shall be deemed to have terminated their employment with the Employer for any of the following reasons:

- a) if they resign;
- b) if they retire;

- c) if they are discharged and the discharge is not reversed through the grievance or arbitration procedures;
- d) if an employee is laid off for a period in excess of twenty-four (24) months;
- e) if, after being sent notice of recall by registered mail to their last address on record with the Employer, they fail to return to work within seven (7) calendar days of delivery of such notice under Section 13.07 (b) by the Employer;
- f) if they are absent from work for more than two (2) working days without leave of absence and without written permission being granted by, or explanation being given satisfactory to the Employer;
- g) if they fail to return to work upon termination of an authorized leave of absence or utilizes a leave of absence for purposes other than those for which the leave of absence may be granted;
- h) if they are absent due to an illness or disability or both which absence continues more than eight (8) months, except in Workers' Compensation Board cases which shall be for the period of compensation.
- i) If they have refused the opportunity of work for a period of three (3) consecutive months. It is understood that "no answer" shall not constitute a refusal.
- j) Employees who are on leave of absence will not engage in gainful employment on such leave and if an employee does engage in gainful employment while on such leave, they will forfeit all seniority rights and privileges contained in this agreement unless otherwise agreed by the Union and the Employer.

ARTICLE 12 – PROMOTIONS AND STAFF CHANGES

- 12.01** In the event permanent new jobs are created or permanent vacancies occur in the existing job classifications in the Bargaining Unit (unless the Employer notified the Union in writing that it intends to postpone or not fill a vacancy), the Employer will post all new jobs or vacancies in the Bargaining Unit for a period of seven (7) calendar days and shall stipulate the qualifications and classifications, rate and department concerned in order to allow existing employees to apply. Nothing herein shall prevent the Employer from filling vacant jobs on a temporary basis during the posting period.
- 12.02** If no application is received by 10:00 a.m. of the seventh (7th) day following the posting, the Employer may thereafter advertise and hire from sources outside the Bargaining Unit. No outside application for any vacancy in the Bargaining Unit shall be considered until the applications posted in the Bargaining Unit have been fully considered.
- 12.03** All internal applications received will be considered within seven (7) days of the end of the posting procedure, in accordance with the criteria in Article 11.04.
- 12.04** When a position is filled by means of the job posting procedure the name of the successful candidate shall be posted.

12.05 The successful internal applicant transferring to a new classification shall be allowed a trial period of up to thirty (30) days, in which the Employer will determine if the employee can satisfactorily perform the job. Within this period, the employee may voluntarily return, if the job is not satisfactory to the employee, or be returned by the Employer to the position formerly occupied, without loss of seniority. The vacancy resulting from the posting may be filled on a temporary basis until the trial period is completed.

12.06 Temporary Vacancies

- a) Temporary vacancies expected to last three (3) months or more shall be posted in the same manner as 12.01. It is understood that where the Employer could not be reasonably aware of a vacancy lasting more than three (3) months, such vacancy shall be posted when the Employer becomes aware, or after three (3) months whichever comes first.
- b) Such vacancy will be filled by the most senior applicant with the required qualifications. The successful candidate will be paid the regular rate of pay in accordance with employee's seniority status.
- c)
 - i) Part-time employees filling temporary full-time vacancies shall maintain their part-time status for a maximum of one month, at which time the employee shall be paid the full-time rate and be eligible for full-time benefits.
 - ii) Full-time employees filling temporary part-time vacancies shall maintain their full-time status.
 - iii) Vacancies of three (3) months or less need not be posted but shall be filled by the most senior part-time employee with the required qualifications to a maximum of forty-five (45) scheduled hours per pay period, such employees shall retain their part time status.
- d) Probationary employees may apply for the job postings provided such posting is for a position within the same department.
- e) Employees who have opted into a temporary vacancy may apply to additional temporary vacancy postings if those postings have greater scheduled hours. Any employee, who has been selected to fill a temporary vacancy, is not eligible to apply for any other temporary vacancy, unless that temporary vacancy would not be available until the employee had completed their current temporary vacancy. This does not apply if the vacancy provides an opportunity for an increase in income (including an increase in hours) or would otherwise result in the Employer hiring externally for the position.

12.07 Job Descriptions

- a) The Employer agrees to draw up job descriptions for all positions for which the Union is bargaining agent. These descriptions shall be presented to the Union at Labour/Management for discussion. Any changes to existing job descriptions shall be discussed at Labour/Management prior to implementation.

- b) The parties agree that where a new position appropriately covered by this Agreement is established, the parties will meet to discuss the duties and responsibilities of the position.

12.08 No Elimination of Present Classification and New Classifications

Existing classification shall not be eliminated or changed without prior discussion with the Union. When a new classification (which is covered by the terms of this Agreement) is established by the Home, the Home shall determine the rate of pay for such new classification and notify the Local Union of the same within seven (7) days. If the Local Union challenges the rate, it shall have the right to request a meeting with the Home to endeavour to negotiate a mutually satisfactory rate. Such request will be made within ten (10) days after the receipt of notice from the Home of such new occupational classification and rate. Any change mutually agreed to resulting from such meeting shall be retroactive to the date that notice of the new rate was given by the Home. If the parties are unable to agree, the dispute concerning the new rate may be submitted to arbitration as provided in the Agreement within fifteen (15) days of such meeting. The decision of the Board of Arbitration (or arbitrator as the case may be) shall be based on the relationship established by comparison with the rates for other classifications in the bargaining unit having regard to the requirements of such classification. When the Home makes a substantial change during the term of the Agreement in the job content of an existing classification, which in reality causes such classification to become a new classification, the Home agrees to meet with the Union if requested to permit the Union to make representation with respect to the appropriate rate of pay.

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

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

ARTICLE 13 - LAYOFFS AND RECALLS

13.01 Layoffs under the provisions of this collective agreement shall include the reduction of daily or biweekly hours of any full-time or part-time employee.

13.02 The Employer agrees to meet with the representatives of the Union prior to the implementation of any layoffs in order to give the parties an opportunity to discuss alternative solutions.

13.03 No New Employees

No new employees shall be hired until those qualified to perform the same type and class of work on layoff have been given an opportunity to recall.

13.04 Advance Notice of Layoff

- a) In the event of proposed layoff of a permanent or long-term nature of thirteen (13) weeks or more, the employer will provide the Union with at least two weeks notice for a reduction of hours not exceeding the equivalent of one shift per employee per pay period and at least eight (8) weeks notice for a reduction of the work force.
- b) In the event of a permanent or long-term deduction of the workforce, the employer will provide affected employees with notice or pay in lieu thereof, as follows:
 - i) Three (3) weeks notice in writing to the employee if their period of employment is less than three (3) years.
 - ii) Eight (8) weeks notice in writing to the employee if their period of employment is greater than three (3) years but less than nine (9) years.
 - iii) Nine (9) weeks notice in writing to the employee if their period of employment is greater than nine (9) years but less than ten (10) years.
 - iv) Ten (10) weeks notice in writing to the employee if their period of employment is greater than ten (10) years but less than eleven (11) years.
 - v) Eleven (11) weeks notice in writing to the employee if their period of employment is greater than eleven (11) years but less than twelve (12) years.
 - vi) Twelve (12) weeks notice in writing to the employee if their period of employment is twelve (12) years or more.

13.05 Where a layoff results in the subsequent displacement of a member(s) of the Bargaining Unit, the original notice provided for in a) shall be considered notice to the Union of any subsequent layoff, and the affected employee shall be given notice in accordance with 13.04 b) unless such notice has already been given.

13.06 Layoff Procedure

- a) In the event of layoff, the Employer shall layoff employees in the reverse order of their seniority within their classification, provided that there remain on the job employees who have the skill, ability and qualifications required 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 if the employee originally subject to layoff has the skill, ability and qualifications

required to perform the duties of the classification without training other than orientation. Such employee so displaced shall also be entitled to exercise the options detailed in this Article, 13.06 b).

- c) An employee who chooses to exercise their right to displace another employee, shall advise the Employer, in writing of their intention to do so, and identify the position to be claimed within seven (7) days after receiving the notice of layoff.
- d) An employee who chooses to accept the layoff shall notify the Employer of their intention, in writing, within seven (7) days after receiving the notice of layoff. It is understood that in doing so, the employee forfeits their bumping rights, but remains eligible for recall.

13.07 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 skill, ability and qualifications required to perform the work. Where an employee is on layoff, the first vacancy that arises shall be posted. All employees will have the opportunity to apply for the vacancy including the employee(s) on layoff. And the position shall be filled in accordance with Article 11.04. Subsequent vacancies which arise as a consequence of filling the first vacancy shall be offered to qualified laid off employees in order of seniority. If that position is not filled by the recall of a laid off employee, then it shall be posted. In determining the skill, ability and qualifications required to perform the work for the purposes of the paragraphs above, the employer shall not act in an arbitrary or unfair manner.
- b) No new employee shall be hired until all those laid off for less than twenty-four (24) months have been given the opportunity to return to work. The Employer shall notify the employee of recall opportunity by Registered Mail, addressed to the last address on record with the Employer. This notification shall state the position to which the employee is eligible to be recalled and the date and time at which the employee shall return to work. The employee shall notify the Employer of their intent to assume or refuse the position within seven (7) days of receipt of the Registered Letter. Receipt of the Registered Letter shall be deemed to be on the second day following the date of mailing. The employee is solely responsible for their proper address being on record with the Employer. The Employer shall pay their share of the insured benefits premiums for the month in which the layoff occurs.
- c) Employees on layoff or notice of layoff shall be given preference for temporary vacancies, which are expected to exceed sixty (60) days of work. An employee who has been recalled to such temporary vacancy shall not be required to accept such recall and may instead remain on layoff. This provision supersedes the job posting provision.
- d) A laid off employee shall retain the rights of recall for a period of twenty-four (24) months.

- e) For purposes of layoff and recall, full-time and part-time seniority will be deemed to be merged. Accordingly, one (1) year full-time seniority equals 1800 hours part-time seniority.
- f) An employee recalled to work in a different classification from which they were laid off shall have the privilege of returning to the original classification which was held prior to the layoff should a permanent position become vacant within six (6) months of being recalled.
- g) An employee who has been displaced into a different classification shall have the privilege of returning to the original classification, which was held prior to the displacement should it become vacant within six (6) months of being displaced.

13.08 Grievances on Layoffs

Grievances concerning layoffs due to the reduction in the working force shall be initiated at Step 2 of the Grievance Procedure.

ARTICLE 14 - HOURS OF WORK

14.01 Nothing herein shall be a guarantee of hours of work per day or week or of number of days per week. The normal daily hours of work for all employees shall be seven and one-half (7½) hours per day, exclusive of a non-paid, uninterrupted meal period.

14.02 Scheduling

The regular schedule will provide:

- a) at least one (1) weekend off in two (2) consecutive weeks, unless mutually agreed to work more;
- b) no more than five (5) consecutive days of work without time off, unless mutually agreed to work more;
- c) no split shifts;
- d) sixteen (16) hours off between the end of one shift and the commencement of the next shift;
- e) where an employee is required to work in excess of a) and/ or b) above, the excess time worked shall be paid at time and one-half (1½) the regular hourly rate until time off is scheduled, unless the employee has requested a change in their work schedule. This overtime provision shall apply to full-time employees only.

14.03 Work Schedules

Work Schedules for Employees will be posted at least two (2) weeks in advance and shall cover a four (4) week period. Once posted, the schedule shall not be amended without the written consent of the individuals involved. Any shift which comes available prior to the schedule being posted shall be **assigned or** offered within the classification

by rotational seniority to those who have indicated a willingness to work additional shifts. **Overtime will only be offered after the straight time options have been exhausted.** Any shift which becomes available after the schedule is posted, shall be considered a call-in shift and shall be filled through the call-in procedure.

14.04 Call-Ins

a) The Employer shall maintain a list of employees within the classification who wish to be available for call-ins. The Employer shall also maintain a list of employees outside of the classification who are willing and able to perform the work in a different classification. It is understood for the purpose of call-ins only, employees working in the laundry and in the housekeeping departments shall be considered in the same classification.

b) Availability Sheets

Availability Sheets will be available to all employees. Employees shall submit any changes to their availability two (2) weeks prior to the posting of the schedule in which the change occurs. **Before the schedule is posted and in accordance with Article 14.03, Employees can be assigned shifts on the schedule based on the availability sheet. After the schedule is posted, shifts will not be assigned but can be offered based on the availability sheet.**

c) Call-in Procedure

- i) A call-in is any shift that comes available after the schedule is posted. A call-in shift is offered one at a time – there are no block shifts offered as call-ins. All call-in shifts are offered by rotational seniority according to the principles and procedures outlined below.
- ii) The person doing the call-in must record all information on the call-in sheets. Call-ins will be documented on the date of the shift to be covered and the day the absence was reported.
- iii) All shifts will be offered through rotational seniority with the seniority list combined for part-time and full-time employees and the following principles will be followed:
 1. Employees within classification without incurring overtime costs who have indicated their availability for the shift will be called first.
 2. Employees outside of classification who are qualified and willing to perform the work without incurring overtime costs will next be called.
 3. Shifts Incurring Overtime: A separate overtime call in list shall be maintained. If overtime will be incurred, the Employer shall offer the overtime shift to the employee within the classification by rotational seniority who would incur the least amount of overtime on the overtime call in list, followed by qualified employees outside of the classification who are willing and able and who would incur the least amount of overtime.

- iv) Busy signals and answering machines are considered refusals unless the employee phones back before the shift is filled. A refusal or the employee's unavailability shall be counted as worked for the purpose of call-in rotation. If the employee verbally refuses any one (1) shift after five (5) consecutive offers for that shift, their name shall be removed from the call-in list for that shift. In the case where the employee wishes to be placed back on the Availability Sheet for the removed shift, the employee is required to complete a new Availability Sheet.
- v) The Employee is required to provide the Employer with one (1) current telephone number to be used for the purpose of call ins.

d) **Breaches to Call-In Procedure**

Where a situation arises wherein an employee (part-time and full-time) has missed an entitled call-in shift (at straight time or overtime rates of pay) as per 14.04 as a result of an error by the Employer, the Employer agrees that the said employee shall be offered the equivalent hours to that which was missed at the appropriate rate of pay. The date and time of the shift shall be by mutual consent between the Employer and the employee affected. For clarity, the remedy shall not be that an employee is offered a shift for which they would have been entitled or for which any other employee would have been entitled that day.

14.05 Break Period

All employees shall be permitted a fifteen (15) minute rest period during each half of a full shift at a time determined by the Employer in an area made available by the Employer. When an employee performs authorized work of at least three (3) hours duration, the Employer will allocate a rest period of fifteen (15) minutes duration.

14.06 Reporting Pay

Employees who report for any scheduled or call-in shift will be guaranteed at least four (4) hours of work, or if no work is available, will be paid at least four (4) hours except when work is not available due to conditions beyond the control of the Home. The reporting allowance outlined as herein shall not apply whenever an employee has received at least 2 hours prior notice not to report to work.

14.07 Part-time employees must be available to work up to twenty-two and one half (22½) hours weekly.

14.08 Prior to retaining an agency to fill any shift(s), the Employer will ensure that the shift(s) is offered to members of the bargaining unit in accordance with the collective agreement, at non-overtime rates of pay, and then at overtime rates of pay as per the collective agreement overtime provisions.

ARTICLE 15 – OVERTIME

15.01 Overtime (part-time and full-time employees)

- a) Overtime shall be paid for all hours worked over seven and one-half (7½) hours in a day and seventy-five (75) hours bi-weekly.
- b) Time and one half (1½) for all hours worked on the sixth (6th) consecutive day and double time (2x) on the seventh (7th) consecutive day and every consecutive day thereafter.
- c) Except as provided in b) above, the overtime rate shall be time and one-half (1½) the employee's straight time hourly rate.
- d) In the event employees of their own accord for their own personal convenience arrange to change shifts with appropriately qualified other employees, the Employer reserves the right to request signed statements from such employees. Where such changes occur, the provisions relating to overtime and time off between shifts do not apply.

15.02 Call Back Pay

Where an employee leaves the premises after completing a shift and is called back to work, they shall be paid a minimum of three (3) hours pay at the rate of time and one-half (1½) their regular hourly rate. All hours beyond three (3) hours will be paid at the rate of time and one-half (1½). It is understood this shall not apply to a call into work on a scheduled day off.

ARTICLE 16 – HOLIDAYS

16.01 Paid Holidays

- a) The following shall be recognized as paid holidays:

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

- b) Full-time employees shall be allowed an additional day off with payment in accordance with the provisions of Article 16.03 (b) and 16.04, to be taken as a floating holiday subject to the following:
- i) The holiday shall be taken at a time mutually agreeable between the employee and their Supervisor. Employees will not request the holiday during the two (2) week period encompassing Christmas and New Years. The parties agree that a floating holiday on a Saturday or Sunday will only be approved if the home can be appropriately staffed without incurring overtime premiums as defined in Article 15.
 - ii) Employees shall submit a written request for the holiday to their Supervisor at least one (1) week prior to the posting of the schedule. Requests will be considered by seniority.
 - iii) If, by December 1st an employee has not elected to take the holiday within the calendar year, they shall be paid for the holiday, the first pay period of December in accordance with Article 16.03 (b) and 16.04.

16.02 Each employee shall have Christmas or New Year's Day off in alternating years. The Employer shall endeavour to also provide Boxing Day and January 2nd off at these times. Plus, in the case of an employee having a lieu day accumulated, the employee may take Christmas Eve, or New Year's Eve in addition to the above holidays. Additional lieu days may be used where operational demands allow.

An employee may request to work both Christmas and New Year's Day. If as a result there are a number of staff requesting to work both Christmas Day and New Year's Day an equivalent number of employees may receive both Christmas and New Year's Day off based on seniority.

- 16.03**
- a) An Employee required to work on a paid holiday shall receive pay at the rate of time and one-half (1½) their basic rate of pay for all time worked.
 - b) An employee eligible for holiday pay may elect to be paid at their basic rate of pay or take another day off in lieu with pay, within sixty (60) days of the holiday, at a time mutually agreeable between the employee and the Employer. Holiday pay shall be based on the average shifts worked over the preceding four (4) week period.

- 16.04** In order to be entitled to a statutory holiday with pay, the Employee must have:
- a) Worked their last scheduled working day before the holiday and their first scheduled working day after the holiday, unless excused by virtue of qualifying for sick leave.
 - b) Statutory holidays will be paid in accordance with the ESA.
- 16.05** When a paid holiday occurs within a full-time employee's vacation period, and the employee is otherwise entitled to the holiday in accordance with the provisions of Article 16.04, such employee shall be entitled to receive a day off with pay at a time mutually agreed between the employee and their immediate Supervisor provided that the employee has worked their last scheduled shift prior to their vacation and their first scheduled shift after their vacation.
- 16.06** A shift that begins or ends during the twenty-four (24) hour period of the above holidays, where the major portion of the time worked falls within the holiday, shall be deemed to be work performed on the holiday for the full period of the shift.

ARTICLE 17 – VACATIONS

- 17.01** For the purpose of calculating eligibility the vacation year will be the period from January 1st to December 31st of the preceding year.
- 17.02** The periods during which employees shall take vacation shall be based on selection of dates by the employee according to seniority in each department but, shall be finally determined by the immediate supervisor having due concern for the proper operation of the nursing home.
- 17.03 Length of Vacation**

Employees shall receive annual vacations with pay in accordance with the following:

Vacation with pay is granted to all employees who are entitled to the benefits of the Employment Standards Act, i.e. % of wages in terms of days, e.g. four percent (4%) = two (2) weeks approximately, after twelve (12) months continuous employment.

Employees with more than twelve (12) months continuous employment will receive vacations as follows:

Continuous Employment	Paid Vacation
Three (3) years	Three (3) weeks [six percent (6%)]
Eight (8) years	Four (4) weeks [eight percent (8%)]
Fifteen (15) years	Five (5) weeks [ten percent (10%)]
Twenty-three (23) years	Six (6) weeks [twelve percent (12%)]
Twenty-eight (28) years	Seven (7) weeks [fourteen percent (14%)]

17.04 A week's vacation pay shall be at the employee's basic rate of pay, which is effective immediately prior to their vacation period. Vacation pay will be paid by separate cheque through direct deposit on the regular pay date immediately following the date at which the employee requests said vacation pay. It is agreed that the employee will receive the vacation pay if they make the request seven (7) calendar days prior to the pay date.

17.05 An employee terminating their employment at any time in the vacation year and before they have received their vacation shall be entitled to the proportionate payment of vacation pay earned to the date of their separation of employment. In the case of death, such vacation pay shall be paid to the employee's estate.

17.06 Requests for vacation time off shall be submitted by April 1st for vacations being taken from June 1st to October 31st. Employees will be notified of the status of their vacation request for this period by May 1st.

Requests for vacation time off shall be submitted by September 1st for vacations being taken from November 1st to May 31st of the following year. Employees will be notified of the status of their vacation request for this period by September 30th.

Where two (2) or more employees' request the same time of vacation and the Employer is unable to allow for the number of employees off at the same time, then seniority of the employees concerned shall be the deciding factor. Vacations shall not accumulate from year to year.

An employee may request to receive a payout of a portion of their vacation bank up to a maximum of two (2) weeks. In order to be eligible, an employee must have four (4) weeks or more entitlement. Such request shall not be unreasonably denied.

17.07 Where practicable, an employee may receive their vacation in an unbroken period unless otherwise mutually agreed upon between the employee and the Employer. Employees who are entitled to three (3) weeks' vacation or more, will have the option of taking one (1) week of their vacation in the form of individual days off. The scheduling of such days off shall be with the mutual agreement of the Employer and will not unduly affect the operation of the facility. It is agreed that an employee must submit requests for individual days off at least one (1) week in advance of a posted schedule and that if more than one (1) employee requests the same day off, and the Employer cannot accommodate all requests, it shall be allocated by seniority. Employees shall indicate their intent to use individual days by April 15th of each year as per Article 17.06. For clarity, the employee only has to indicate whether they wish to use individual days and not the particular days. Pay for each individual day of vacation will be prorated so that the total for the individual days will be the same as the amount the employees would have received for one (1) week of vacation taken in continuous days. Vacation pay for individual days of vacation will not be issued separately.

17.08 Should an employee, who has commenced their scheduled vacation, agree to a request by the Employer to return to perform work during their vacation period, the employee shall be paid at the rate of one and one-half (1½) times their basic straight time rate for all hours so worked. To replace the scheduled days of vacation on which

such work was performed, the employee shall be allowed to reschedule days on which they worked.

ARTICLE 18 - SICK LEAVE PROVISIONS

18.01 Sick leave means the period of time an employee is absent from work with full pay by virtue of being sick or disabled, exposed to a contagious disease, or under examination or treatment of a physician, chiropractor, or dentist, or because of an accident for which compensation is not payable under the *Workers' Compensation Act*.

a) **Amount of Paid Sick Leave**

Sick leave shall be earned at the rate of one and one-half (1½) days for every month an employee is employed, to a maximum of One hundred and fifty (150) days.

b) **Accumulation of Sick Leave**

The unused portion of an employee's sick leave shall accrue for their future benefit.

c) **Illness in the Family**

Leave with pay shall be granted up to a maximum of five (5) days off with pay per calendar year and without loss of seniority for serious illness in the immediate family or other serious family emergencies as approved by the Employer. Additional Family Medical Leave and/or Emergency Leave shall be as per the *Employment Standards Act*. Such time off taken shall be deducted from the employee's sick leave, and in the event not enough leave credit is accrued to the benefit of such employee, such time off shall be without pay. The Employer may require verification by a medical practitioner.

d) **Deductions from Sick Leave**

A deduction shall be made from accumulated sick leave of all normal working days (exclusive of holidays) absent for sick leave. Absence on account of illness for less than half a day shall not be deducted. Absence for half a day or more and less than a full day shall be deducted as one-half day.

e) **Proof of Illness**

An employee may be required to produce a certificate from a medical practitioner for any illness in excess of three (3) working days, certifying that they were unable to carry out their duties due to illness. The Employer agrees to reimburse the employee for the cost of a doctor's certificate when required or requested by the Employer.

f) **Exhaustion of Sick Leave Credits**

No employee shall have their services terminated by virtue of having exhausted sick leave credits.

g) Employees on Probation

While an employee is on probation, they will not receive sick leave payments. However, on completion of probation, the employee will be credited with one and one-half (1½) days of sick leave per month of employment back dated to the date of hire.

h) Sick Leave Records

Immediately after the close of each calendar year, the Employer shall advise each employee in writing of the amount of sick leave accrued to their credit. In addition, the Employer shall provide the Union Unit Chair with a breakdown of all employees' sick leave accrued to date. It is agreed that employees have thirty (30) days from date of notice to grieve their sick leave accrual otherwise it is deemed correct.

i) Unused Sick Leave

Payment of Unused Sick Leave on Termination of Employment:

In the event of the death of an employee, the value of all accrued sick leave shall be paid to the employee's designated beneficiary, or to the employee's estate where there is no designated beneficiary. On severance or retirement, an employee having accrued sick leave to their credit shall receive an amount in lieu thereof equal to fifty (50%) percent of such credit at the rate of pay effective immediately prior to severance or retirement. This Article 18.01 (i), and the right to a payout of unused sick leave, does not apply to any employee hired after December 7, 2018.

On Change of Status to Part Time:

Sick leave credits earned by a full-time employee whose status changes to part-time shall be frozen and reactivated when the employee return to full-time status.

j) Medical Care Leave

Employees may be allowed to use accumulated sick leave credits in order to engage in personal preventative medical health and dental care. Permission will not be unreasonably withheld provided adequate notice is given in advance. On request, employees will be required to provide proof of attendance for the preventative medical or dental care concerned.

18.02 Seniority While on Paid Sick Leave

Seniority and service shall continue to accumulate, and the Employer shall continue to pay the employer's share of any employee benefits provided the employee elects to maintain any applicable employee contribution during the period an employee is in receipt of payment from their sick bank accumulation. Seniority shall continue to accrue

while an employee is on leave as a result of sickness or disability. Seniority lists posted under 11.02 shall continue to reflect an employee's accrued seniority while they are on such leave.

Part-time employees on a non-compensable leave

It is understood that part-time employees do not have sick time paid for by the Employer and that for part-time employees who are on a non-compensable leave as a result of sickness or disability, the seniority shall be equal to her/his hours averaged over the previous twenty-six (26) week period prior to her/his absence or the length of their employment whichever is less.

- 18.03** All leaves of absence in excess of three (3) months, unless otherwise specified, shall be without pay and benefits, without accumulation of benefits and without loss or accrual of seniority. Unless otherwise specified, the Employer shall pay their share of health and welfare benefits for the month in which the absence commences and the following month. Following, which the employee will become responsible for full payment of employee benefits in which they are participating, providing the employee pays the total cost of the premium to the Employer by the first day of each month. It is understood that failure to make such payment shall result in the termination of benefits.

Unless otherwise specified the employee may carry health and welfare benefits for a period up to a maximum of six (6) months at which time benefits shall be terminated until such time as the employees' return to active employment.

18.04 Notification of Absence Due to Sickness

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 on Monday to Friday, or four (4) hours in advance of the start of their shift if they are scheduled for an evening or night shift or on the day shift on Saturday or Sunday, 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.

18.05 Isolation Pay

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

ARTICLE 19 - LEAVE OF ABSENCE

19.01 Personal Leave

The Administrator may grant a request for leave of absence without pay and without loss of seniority for personal reasons provided that they receive notice in writing and such leave will not be unreasonably withheld.

It is understood that during such leave of absence without pay, the employee will become responsible for full payment of the subsidized employee benefits in which they are participating for the period of the absence. Notwithstanding the above, the Employer shall maintain its premium payment for the applicable insured benefits and service credits for sick leave until the end of the month in which the leave commences.

19.02 Union Conventions and Seminars

Leave of absence without pay and without loss of seniority shall be granted, upon request to the Employer, to employees elected or appointed to represent the Union at conventions or seminars, provided that in no circumstances in any one (1) year shall the total of such leave for the Unit Chair be in excess of twenty-five (25) days per year and the total of such leaves for all other employees combined will not exceed twenty-five (25) days per year. It is agreed that under an approved leave of absence for Union business, the Employer will pay the employee in the normal course and then bill the local. The Employer shall bill the Union for all regular wages, vacation pay, statutory deductions, premium payment on health and welfare benefits, statutory holidays, sick leave, and pension contributions for full-time employees. For part-time employees the Employer shall bill the Union for all regular wages, payment in lieu of benefits, vacation pay, statutory deductions, and pension contributions.

19.03 Bereavement Leave

An employee who has completed their probationary period may be granted the following leave:

- a) In the event of the death of an employee's spouse/common law spouse (as recorded with the Employer and as per the Family Law Act) or child, the Employer will grant a leave of absence of five (5) days without loss of pay up to and including the day after the funeral.
- b) When a death occurs in the employee's immediate family the Employer will grant a leave of absence of three (3) days without loss of pay up to and including the

day of the funeral. The immediate family shall be defined as employee's mother, father, or step-parent, mother-in-law, father-in-law, brother, sister, brother-in-law, sister-in-law, legal guardian, grandparent, grandchild.

- c) A leave of absence of one (1) day without loss of pay shall be granted in the event of the death of an employee's aunt or uncle, niece or nephew. Such leave shall be for the purpose of attending the funeral.
- d) Additional leave of absence for this purpose, without pay, may be considered by the Employer.
- e) Pay for such leave as defined at a), b) and c) shall be at the employees' regular rate and only the scheduled time shall be paid for.
- f) Where an employee qualifies for Bereavement Leave during their scheduled vacation, they shall be entitled to reschedule the appropriate number of vacation days at another time mutually agreeable with their Supervisor. Payment for such Bereavement days shall be in accordance with the employees' entitlement under the provisions of Article 19.03 (a).

19.04 Pregnancy Leave

- a) Pregnancy Leave will be granted in accordance with the *Employment Standards Act of Ontario* unless otherwise amended by this Agreement.
- b) 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 and may begin no earlier than seventeen (17) weeks before the expected birth date. The employee shall give the Employer two (2) week's notice in writing, of the day upon which they intend to commence their leave of absence and furnish the Employer with the certificate of a legally qualified medical practitioner stating that they are pregnant and giving the estimated day upon which delivery will occur.
- c) An Employee on Pregnancy Leave, as provided under this Agreement, who is in receipt of Employment Insurance pregnancy benefits pursuant to Section 23 of the *Employment Insurance Act* shall be paid a Supplementary Unemployment Benefit. That benefit will be equivalent to the difference between seventy-five percent (75%) of their regular weekly earnings and the sum of their weekly unemployment insurance benefits and any other earnings. Such payment shall commence following completion of the one (1) week unemployment insurance waiting period. Receipt by the Employer of the Employee's unemployment insurance cheque stub as proof that they are in receipt of Employment Insurance Pregnancy Benefits and shall continue while the Employee is in receipt of such benefits for a maximum period of fifteen (15) weeks.

- d) The employee must have started employment with their Employer at least thirteen (13) weeks prior to the expected date of birth in order to be entitled to Pregnancy Leave.
- e) The employee shall give at least two (2) weeks written notice of their intention to return to work. The employee may, with the consent of the Employer, shorten the duration of leave of absence requested under this article upon giving the Employer four (4) weeks written 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.
- f) During the period of pregnancy leave, to a maximum of seventeen (17) weeks, the Employer shall continue to pay the Employers' portion of benefits as prescribed by the *Employment Standards Act*, if the employee elects, in writing, to continue their share of the premiums. If deductions for the employees' share of the premiums are required, the employee shall make such payments to the Employer on or before the 1st day of each month for the duration of the leave. Should such payment not be received, it is understood that benefit coverage will be terminated.
- g) 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. With the exception of any changes to the employee's status which would have occurred had they not been on pregnancy leave, the employee shall be reinstated to their former position, on the same shift(s) in the same department and at the current rate of pay. All employees who fill vacancies as a result of the above absences shall likewise be returned to their former permanent positions.
- h) Credits for service for the purpose of salary increments, vacation, or any other benefit included and prescribed under the *Employment Standards Act* shall continue and seniority shall accumulate during the leave, to a maximum of seventeen (17) weeks.
- i) Upon expiry of seventeen (17) weeks pregnancy leave, an employee may immediately commence Parental Leave, as provided under Article 19.05 of the Agreement. The employee shall give the Employer at least two (2) weeks notice, in writing that they intend to take parental leave.

19.05 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 birth of the 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 has been 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.
- d) 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.
- e) The employee shall give the Employer two (2) weeks written notice before the date the leave is to begin.
- f) The 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 in advance.
- g) Where an employee elects to receive parental leave benefits pursuant to Section 12(3)(b)(ii) of the Employment Insurance Act, the amount of any Supplemental 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.

19.06 Seniority While on Pregnancy and Parental Leave

During the period of pregnancy and parental leave, to a maximum of fifty-two (52) weeks the employee's seniority shall continue to accumulate, and the Employer shall continue to pay the Employer's share of employee benefits provided the employee elects to maintain any applicable employee contribution.

Seniority lists posted under 11.02 shall continue to reflect an employee's accrued seniority while they are on such leave. It is understood, for part-time employees, the seniority shall be equal to her/his hours averaged over the previous twenty-six (26) week period to her/his absence or the length of their employment whichever is less.

19.07 Jury Duty or Court Witness

- a) The Employer shall grant a leave of absence to an employee who serves as a juror or who is subpoenaed as a Crown witness. The Employer shall pay such an employee the difference between their normal earnings and the payment they receive for jury service or Crown witness. The employee will present proof of service, and the amount of pay received.
- b) The employee is required to notify the Employer as soon as possible for the selection of Jury or Crown Witness.

19.08 Education Leave

The Employer may grant an employee leave of absence without pay and without loss of seniority and benefits to write examinations to upgrade their employment qualifications as they relate to employment in the Nursing Home.

ARTICLE 20 - PAYMENT OF WAGES AND ALLOWANCES

20.01 Shift Work Defined

- a) Evening shifts are those shifts where the major portion of the hours worked are between 3:00 p.m. and 11:00 p.m., and night shifts are those shifts where the major portion of the hours worked are between 11:00 p.m. and 7:00 a.m. of the following day. Evening and night shifts shall be paid thirty-two cents (\$0.32) an hour above the day shift rate.
- b) Day shifts are defined as those shifts where the major portion of the hours worked are between 7:00 a.m. and 3:00 p.m.

Weekend Premium

The Home shall pay a premium of **forty-five (.45) cents** effective the first full pay period following ratification, per hour in addition to any applicable shift premium for all employees for all hours worked where the majority hours are worked between Friday 11:00 p.m. and Sunday 11:00 p.m.

20.02 Pay-days

The Employer shall pay wages Bi-weekly in accordance with Schedule "A" attached hereto and forming part of this Agreement.

The Employer agrees that wages shall be paid by direct deposit on alternate Thursdays. It is understood that bank payroll processing needs may result in pay-day being Friday at Easter, Christmas and New Years.

Employees may, upon request have their pay deposited directly to the bank of their choice, but this may occasionally result in such pay arriving one (1) day later than the normal pay-day.

20.03 During the lifetime of this Agreement, the Employer agrees to pay, and the Union agrees to accept the scale of wages set out in Schedule "A" attached hereto.

Any error in payroll resulting from Employer or bank error which involves wages owed to an employee in excess of thirty (\$30.00) dollars must be corrected and an additional direct deposit issued within three (3) business days of the Employer receiving notification of the error.

20.04 Temporary Transfer

When an employee is assigned temporarily during a regular shift to perform the duties and assume the responsibilities of a higher paying position in the Bargaining Unit for a period in excess of one-half (1/2) of a shift, they shall be paid the rate in the higher salary range immediately above their current rate from the commencement of the shift on which they were assigned the job.

20.05 Responsibility Allowance for Work Outside the Bargaining Unit

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

20.06 Attending Staff Meetings or In-Services

When the Employer requires employees to attend staff meetings or in-services outside their hours of work they shall be paid for at a minimum of one (1) hour or paid for all time spent in such staff meetings or in-services at their hourly rate. All hours are considered time worked.

20.07 Uniform Allowance

Uniform allowance shall be paid on or about July 1st of each year to employees who are required to wear a uniform as follows: full-time employees will receive ten (\$10.00) dollars per month and part-time employees will receive five dollars (\$5.00) per month. Employees who terminate before July 1st or who are hired after July 1st shall not be eligible for the allowance in that year.

20.08 RPN Recent and Related Experience

The Employer will recognize recent related experience on the basis of one (1) annual increment for each one (1) year of service up to the maximum of year (two) 2 on the wage grid. Part-time service shall be recognized on the basis of 1800 hours paid in previous employment equals one (1) year of service. It shall be the responsibility of a newly hired employee to provide proof of recent experience and related experience during their first month of employment in order to be considered for a salary increment, and if the RPN fails to do so they shall not be entitled to recognition.

If approved such movement on the grid shall only be effective the full payroll immediately following the date of submission of proof of experience.

Once the RPN is placed at the experience level, they will progress on the grid in accordance with the collective agreement. (pt = one (1) year for 1800 hours/ft anniversary).

20.09 Education Allowance

The Employer shall pay the full cost of any course of instruction required by the Employer for an employee to better qualify themselves to perform their job. Payment shall be made on successful completion of the course.

20.10 Health Care Aide/Personal Support Worker Course

The Employer agrees to pay one hundred percent (100%) of the cost of the Health Care Aide/Personal Support Worker course, when required by the Nursing Home to obtain a Health Care Aide/Personal Support Worker Certificate.

20.11 Surge Training

The Employer agrees that mandatory computerized training (surge training) will be scheduled during an employee's normal working hours.

ARTICLE 21 – EMPLOYEE BENEFITS

21.01 O.H.I.P.

The Employer agrees to pay one hundred (100%) percent of the billed premium under the Ontario Health Insurance Plan for each eligible employee in the active employ of the Employer effective the first day of the month following thirty (30) calendar days of employment.

21.02 Extended Health Care

The Employer agrees to contribute on behalf of each employee covered by the Collective Agreement one hundred (100%) percent of the present billed premium under an Extended Health Care Plan consisting of ten (\$10.00) dollars (single) and twenty (\$20.00) dollars (family) deductible (no co-insurance) subject to the terms and conditions of such plan and subject to the Carrier's requirements as to a minimum enrolment, provided that the new plan is equivalent to the Green Shield Plan.

A Drug Card shall provide for a deductible of \$1.00 per prescription; a dispensing fee cap of \$7.50. For clarity, the \$10/\$20 deductible will no longer apply to drug coverage provided for under the Drug Card.

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

Vision Care

Three hundred and fifty dollars (\$350.00) every twenty-four (24) months.

Paramedical

Physiotherapy, massage, chiropractic: **Four hundred (\$400) each per year.**

Changes to extended health care benefits will be effective the start of the calendar month following ratification/arbitration award.

21.03 Group Life Insurance

The Employer agrees to contribute one hundred (100%) percent of the billed premium of a Life Insurance Plan providing a coverage of 1x annual salary, effective from the date of the award, for Life Insurance, and five thousand (\$5,000.00) Dollars for

accidental death and dismemberment for each eligible employee in the active employ of the Employer, subject to the terms and conditions of such plan.

21.04 This article will not apply to part-time employees.

21.05 Benefits on Lay-Off

In the event of a lay-off of an employee, the Employer shall pay its share of insured benefits premiums up to the end of the month in which the lay-off occurs. The employee may, if possible, under the terms and conditions of the insurance benefits program, continue to pay the full premium cost of a benefit or benefits for up to six (6) months following the end of the month in which the lay-off occurs. Such payment can be made through the payroll office of the Employer provided that the employee informs the Employer of their intent to do so at the time of the lay-off and arranges with the Employer the appropriate payment schedule.

21.06 Dental

The Employer will provide for a dental plan based on Blue Cross Dental Plan #9 which may be subject to change from time to time at current ODA (as amended from time to time). The Employer shall pay fifty (50%) percent of the monthly premium, the balance being paid by the participating employees through payroll deductions. **The plan will include three units of scaling every nine (9) months.**

The Employer shall provide the Union with a copy of all booklets and amendments outlining employee health and welfare benefits.

In the event of a change in any insurance carriers or any major benefit affecting the Employees in this bargaining unit, the Employer shall notify and meet with the Union in advance of any change to fully discuss same. The decision to make a change in the insurance carrier rests solely with the Employer; however, the Employer further agrees that any such change will not result in the reduction of any coverage currently in existence.

Changes to dental benefits will be effective the start of the calendar month following ratification/arbitration award.

21.07 Health and Welfare Premium in Lieu

A part-time employee shall receive in lieu of all fringe benefits (being those benefits to an employee paid in whole or part of direct compensation or otherwise, save and except salary, vacation pay, reporting pay, jury and witness duty and bereavement pay) an amount of twelve (12%) per cent of all straight time hours worked at their straight time hourly rate.

ARTICLE 22 – PENSION

22.01 Nursing Homes and Related Industries Pension Plan (NHRIPP)

- a) In this Article, the terms used shall have the meanings as described:
- b) “Plan: means the Nursing Homes and Related Industries Pension Plan, being a multi-Employer plan.

“Applicable Wages” means the basic straight time wages for all hours worked including:

- i) the straight time component of hours worked on a holiday;
- ii) holiday pay, for the hours not worked; and
- iii) vacation pay
- iv) time spent on negotiations and grievance meetings pursuant to Articles 7 and 8.

All other payments, premiums, allowances etc. 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.

- c) Effective January 1, 2001, each eligible employee covered by this Collective Agreement shall contribute from each pay period an amount equal to four (4%) percent of applicable wages to the plan. The Employer shall match such contributions, the amount being four percent (4%) of applicable wages.
- d) The employee and Employer contributions shall be paid to the Plan within thirty (30) days after the end of the calendar month in which the pay date falls for the pay period from which the contributions are attributable.
- e) The Union acknowledges and agrees that other than making its contributions to the Plan as set out in this Article, the Employer shall not be obligated to contribute towards the cost of benefits provided by the Plan, or be responsible for providing any such benefits.

The Union and 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 exceed the amount specified in the Collective Agreement in force, the parties will meet directly to finalize methods to relieve the Employer of this increased obligation to the extent that any such obligations exceeds that which the Employer would have if the Plan were a defined Contribution Plan.

- f) 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 P8, as amended, which the Administrator may reasonably require in order to properly record and process Pension Contribution and Pension Benefits.

The information required to be provided by the Employer may be provided in the form normally maintained by the Employer, whether on computer disc, manual records, or otherwise. In the event such information is not readily available without review of other information not relevant to the Plan, the Plan shall make arrangements with the Employer for access to the required information. This may include the Employer providing such information at reasonable cost to the Plan. If the Administrator 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 Employers files.

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

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

For further specificity, the items required for each eligible employee by Article f) of the Agreement are:

i) **To Be Provided Once Only at Plan Commencement**

Date of Hire

Date of Birth

Date of First Remittance

Seniority List (for the purposes of calculations past service credit)

ii) **To Be Provided with each Remittance**

Name

Social Insurance Number

Monthly Remittance

Pensionable Earnings

iii) **To Be Provided Once, and if Status Changes**

Address as provided to the Home

Termination date when applicable

iv) **To Be Provided Once, if they are Readily Available**

Gender

Marital Status

ARTICLE 23 - TECHNOLOGICAL CHANGES

23.01 The Employer undertakes to notify the Union in advance, so far as practicable, of any technological changes which the Employer has decided to introduce which will significantly change the status of employees within the bargaining unit.

The Employer agrees to discuss with the Union the effect of such technological changes on the employment status of employees and to consider practical ways and means of minimizing the adverse effect, if any, upon employees concerned.

Employees with one (1) or more years of continuous service who are subject to lay-offs under the conditions referred to above will be given notice of the impending change in employment status at the earliest reasonable time in keeping with the notification to the Union as above set forth and the requirements of the applicable law.

ARTICLE 24 - GENERAL CONDITIONS

24.01 Bulletin Board

The Employer will supply and make available to the Union for the posting of seniority lists and Union notices one (1) bulletin board in such place mutually agreed upon so as to inform all employees in the bargaining unit of the activities of the Union, provided that all materials shall first be approved for posting by the Administrator, which approval shall not unreasonably be withheld.

24.02 Professional Responsibility – Workloads

The Employer and the Union are committed to maintaining a workplace that demonstrates a sincere and continuing interest in the individual and collective well being of all staff and recognizes the inherent worth and dignity of every employee. The Employer further recognizes that the issue of workload is of serious concern to bargaining unit members.

Employees are encouraged to raise their concerns with their immediate supervisor. In the event that the workload concern is not resolved to the employee's satisfaction, the employee may submit their concerns to the Labour Management Committee. The Employer does not object if the employees wish to use the workload review form attached to this Agreement for reference purposes only.

ARTICLE 25 – RETROACTIVITY

25.01 Retroactive payment to be made within thirty (30) working days of the date of the Memorandum of Settlement or the Interest Arbitration award to employees employed at date of ratification and applied to wages only on the basis of all hours paid. If an Employee has left their employment prior to date of ratification, the Employer shall advise the Employee by notice, in writing, to the last known address of the Employee on the records of the Employer and the Employee shall have thirty (30) working days from the posting within which to claim any payment due to them and failing claim for payment, the Employer shall not be further obliged for payment to such Employee. All retroactive monies will be paid by separate cheque.

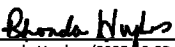
ARTICLE 26 - TERM OF AGREEMENT

26.01 This agreement shall be binding and remain in effect until December 31, 2026 and shall continue from year to year thereafter unless either party gives to the other party in writing within ninety (90) days prior to the termination in any year notice that it desires its termination or amendment.

Signed this 20th day of October, 2025.

FOR THE UNION:


FOR THE EMPLOYER:


Rhonda Hughes (2025-10-23 18:59:50 EDT)

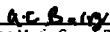


Rhonda Hughes


Nikila Vijayakanthan


Liz Jetten (2025-10-23 20:33:22 EDT)

Liz Jetten


Ann Marie Cavan Barry (2025-10-24 13:30:55 EDT)

Ann Marie Cavan Barry


Kimberly Blanchard (2025-10-24 14:25:58 EDT)

Kimberly Blanchard

LETTER OF UNDERSTANDING

Between

FROST MANOR

And

CANADIAN UNION OF PUBLIC EMPLOYEES and its Local 2225-08

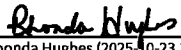
RE: COOK RATE

The parties agree that the Employer shall pay the cook rate to Dietary Aides for all hours worked as a cook including paying the Dietary Aide responsible for breakfast – three (3) hours at the Cook rate.

Signed this 20th day of October, 2025.

FOR THE UNION:


FOR THE EMPLOYER:


Rhonda Hughes (2025-10-23 18:59:50 EDT)




Rhonda Hughes


Nikila Vijayakanthan


Liz Jetten (2025-10-23 20:33:22 EDT)

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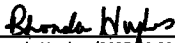
RE: SCHEDULING – DIETARY AND LIFE ENRICHMENT (ONLY)

Notwithstanding the provisions of Article 14.02 (c), the parties agree that with respect to the dietary and life enrichment department, failure to provide at least twelve (12) hours rest between shifts will result in the payment of overtime at established rates for any hours worked during such normal rest period

Signed this 20th day of October, 2025.

FOR THE UNION:


FOR THE EMPLOYER:


Rhonda Hughes (2025-10-23 18:59:50 EDT)




Rhonda Hughes


Nikila Vijayakanthan


Liz Jetten (2025-10-23 20:33:22 EDT)

Liz Jetten


Ann Marie Cavan Barry (2025-10-24 13:30:55 EDT)

Ann Marie Cavan Barry


Kimberly Blanchard (2025-10-24 14:25:58 EDT)

Kimberly Blanchard

LETTER OF INTENT

Between

FROST MANOR

And

CANADIAN UNION OF PUBLIC EMPLOYEES and its Local 2225-08

WORKLOAD REVIEW FORM

Employees to complete all sections.

Date/Time of the Occurrence: _____

Date Form was submitted to Supervisor: _____

Type of work being performed: _____

Number of Staff on duty: _____ **Usual Number of Staff:** _____

I/We the undersigned believe that I was/we were given an assignment that was excessive or inconsistent with quality resident care and/or created an unsafe working environment for the following reasons. (Provide brief description of problem/assignment below.)

To correct this problem, I/We recommend: _____

Signature of Employee(s)

Print Name

.../2

Name/Title of Immediate Supervisor notified: _____

Date/Time of Notification: _____

Response: _____

I/We do not agree with the resolution of our concern:

Signature of Employee(s)

Print Name

SCHEDULE "A"

Frost Manor

CUPE Local 2225-08

January 1, 2025 to December 31, 2026

CLASS	EFFECTIVE	START	1 Year	2 Years
RPN	January 1, 2025	\$28.02	\$28.30	\$29.38
	First full pay period following ratification	\$30.52	\$30.80	\$31.88
	January 1, 2026	\$31.59	\$31.88	\$33.00
Nurses' Aides *	January 1, 2025	\$26.48	\$26.92	\$27.87
	January 1, 2026	\$27.40	\$27.86	\$28.85
HCA/PSW *	January 1, 2025	\$26.78	\$27.22	\$28.19
	January 1, 2026	\$27.71	\$28.17	\$29.18
RCA	January 1, 2025	\$23.45	\$23.89	\$24.87
	January 1, 2026	\$24.27	\$24.72	\$25.74
Dietary, Housekeeping & Laundry Aides	January 1, 2025	\$23.00	\$23.30	\$24.08
	January 1, 2026	\$23.80	\$24.11	\$24.93
Cook	January 1, 2025	\$24.49	\$24.96	\$25.89
	January 1, 2026	\$25.35	\$25.84	\$26.80

***Includes a \$3.00 PWE increase effective January 1, 2023**

*Pay increases effective the first full pay period of the month.

- 1) Nurses Aides who have successfully completed the HCA/PSW certificate program will be paid the HCA/PSW/RCA rate on Schedule "A".