

# **COLLECTIVE AGREEMENT**

**- BETWEEN -**

**MON SHEONG LONG TERM CARE CENTRE  
(SCARBOROUGH)  
(HEREINAFTER CALLED THE "EMPLOYER")**

**- AND -**

**CANADIAN UNION OF PUBLIC EMPLOYEES  
AND ITS LOCAL 2725-1  
(HEREINAFTER CALLED THE "UNION")**

**TERM:  
JULY 1, 2022 - TO - JUNE 30, 2025**

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## **ARTICLE 1 - MANAGEMENT RIGHTS**

**1.01** The Union recognizes that it is the right of the Employer to exercise the regular and customary function of management 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.

**1.02** **Not Discriminatory**

The Employer shall exercise its rights in a fair and reasonable manner. The management rights shall not be used to direct the working force in a discriminatory manner. Nor shall these rights be used in a manner which would deprive any present employee of his employment, except through just cause.

## **ARTICLE 2 - RECOGNITION & NEGOTIATIONS**

**2.01** **Bargaining Unit**

The Employer recognizes the Union as the sole bargaining agent for all its employees at the Mon Sheong Scarborough Long Term Care Centre, City of Toronto, save and except supervisors, persons above the rank of supervisors, head chef, executive secretary, head nurse, nurse manager accountant, Director of Resident Care and Assistant Director of Resident Care.

**2.02** **Work of the Bargaining Unit**

Persons whose jobs are not in the bargaining unit shall not work on any jobs which are included in the bargaining unit except for the purposes of instruction, experimenting or in emergencies when regular employees are not available and provided that the performing of the aforementioned operations in itself does not reduce the hours of work or pay of any employee.

**2.03** **No Other Agreements**

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

## **ARTICLE 3 - NO DISCRIMINATION**

**3.01** **Employer Shall Not Discriminate**

The Employer agrees that there shall be no discrimination, interference, restriction or coercion exercised or practiced with respect to any employee in the matter of hiring, wage rates, training, upgrading, promotion, transfer, layoff, recall, discipline, discharge, or otherwise by reason of age, race, creed, colour, national origin, political or religious affiliation, sex or marital status, place of residence nor by reason of his membership or activity in the Union.

## **ARTICLE 4 - UNION MEMBERSHIP REQUIREMENTS**

### **4.01 All Employees to be Members**

All Bargaining Unit Employees as a condition of continued employment shall become and remain members in good standing of the Union according to the constitution and by-laws of the Union. All future employees shall as a condition of continued employment become and remain members in good standing in the Union within thirty (30) days of employment.

## **ARTICLE 5 - CHECK-OFF OF UNION DUES**

### **5.01 Check-Off Payments**

The Employer shall deduct from every employee, any monthly dues, initiations or assessments levied in accordance with the Union constitution and by-laws and owing by him to the Union.

### **5.02 Deductions**

Deductions shall be made from the first payroll period of each month and shall be forwarded to the National Secretary-Treasurer of the Union not later than the 25<sup>th</sup> day of the month, accompanied by a list of the names, classifications and addresses of employees from whose wages the deductions have been made. The list shall also indicate whether an employee is full-time or part-time and the number of hours for which an employee has been paid. A copy of which shall be forwarded to the Secretary-Treasurer of the Local Union.

### **5.03 Dues Receipts**

At the same time that Income Tax (T-4) slips are made available, the Employer shall supply the Union without charge, receipts in the amount of union dues paid by each union member in the previous year.

**5.04** The Union agrees to indemnify and save the Employer harmless from any liability or action arising out of the operation of this article.

## **ARTICLE 6 - COPIES OF AGREEMENT**

**6.01** On commencing employment, the employee's immediate supervisor shall introduce the new employee to his union steward or representative, who will provide him with a copy of the Collective Agreement.

## **ARTICLE 7 - CORRESPONDENCE**

**7.01** All correspondence between the parties arising out of this agreement, or incidental thereto, shall pass to and from the Administrator and the Secretary of the Union, with a copy to the Union's President.

## **ARTICLE 8 - LABOUR MANAGEMENT RELATIONS**

### **8.01 Representation**

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

Upon reasonable notification to the Employer, properly authorized representatives of the Union (not more than two (2) at any one time), may be permitted to enter the premises at all reasonable times for the purpose of interviewing employees and investigating working conditions providing that permission of the Employer's representative is first obtained. Such permission will not be unreasonably withheld.

### **8.02 Union Bargaining Committee**

- a) A Union bargaining committee shall be appointed and consist of not more than three (3) members of the Union and may include the President of the Local. The Union will advise the Employer of the Union nominees to the committee.
- b) Two (2) employees who are on the negotiation committee shall receive the regular straight-time rate for their classification for all hours they would have been scheduled to work, but were spent in negotiation sessions with the Employer, for the purpose of renewing or amending this Collective Agreement.
- c) Notwithstanding the above, members of the bargaining committee who are normally scheduled to work the afternoon or night shifts will not be required to work their shift immediately following a negotiation session but will receive their regularly scheduled hours pay as per b) above.
- d) The Employer is not required to cover the lost wages for employees on the bargaining committee for time spent in conciliation, with a Conciliation Officer.
- e) Nothing in this provision is intended to preclude the Union negotiation committee from having the assistance of any representative of the Canadian Union of Public Employees when negotiating with the Employer.

## **ARTICLE 9 - GRIEVANCE PROCEDURE**

### **9.01 Election of Stewards**

In order to provide an orderly and speedy procedure for the settling of grievances, the Employer acknowledges the rights of the Union to appoint or elect stewards, whose duties shall be to assist any employee whom the steward represents in preparing and in presenting his grievances in accordance with the grievance procedure.

**9.02 Names of Local President and Stewards**

The Union shall notify the Employer in writing of the name of the President and names of each steward and the department(s) he/she represents and the name of the Chief Steward before the Employer shall be required to recognize them.

**9.03 Permission to Leave Work**

The Union acknowledges that stewards, members of the committees and Union officers have regular duties to perform on behalf of the Employer and will not absent themselves from their regular duties unreasonably in order to deal with the grievances of employees or with other Union business. Any absence must first be approved by the Employer or his representative. Such approval will not be unreasonably withheld. When resuming his regular duties, the employee will report to his supervisor and will give any reasonable explanation which may be requested with respect to his absence.

**9.04 Definition of Grievances**

A grievance shall be defined as any difference or dispute between the Employer and any employee or the Union arising out of the administration of this agreement.

**9.05 Settling of Grievance**

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

**Step 1**

The aggrieved employee(s) shall submit the grievance to his steward.

**Step 2**

If the steward considers the grievance to be justified, the employee(s) concerned, together with the steward shall first seek to settle the dispute with her Employer's representative.

**Step 3**

Failing satisfactory settlement within ten (10) working days after the dispute was submitted under Step 2, the employee(s) concerned, together with the Union, will submit to the department head, a written statement of particulars of the grievance and the redress sought. The department head shall render his decision within ten (10) working days after receipt of such notice.

**Step 4**

Failing settlement being reached in Step 3, the employee(s) concerned, together with the Union, shall submit the grievance to the Senior Administrator within ten (10) working days after receipt of such notice. The Senior Administrator or designate shall meet with the Union and render a decision within ten (10) working days.

**Step 5**

Failing a satisfactory settlement being reached in Step 4, the Union may refer the dispute to arbitration within ten (10) working days from the decision of the Senior Administrator.

**9.06 Policy Grievance**

Where a dispute involving a question of general application or interpretation occurs, or where a group of employees or the Union has a grievance, Steps 1, 2 and 3 of this article may be by-passed. Such grievances shall be filed within ten (10) working days.

**9.07 Grievances on Safety**

An employee or group of employees who are required to work under unsafe or unhealthy conditions shall have the right to file a grievance at the 3<sup>rd</sup> step of the grievance procedure for the preferred handling.

**9.08** Replies to grievances shall be in writing at all stages.

**9.09 Technical Objections to Grievances**

No grievance shall be defeated by a formal or technical objection and an arbitration board shall have the power to allow all necessary amendments to the grievance and the power to waive formal procedural irregularities in the processing of a grievance in order to determine the real matter in dispute and to render a decision according to equitable principles and the justice of the case.

**ARTICLE 10 - ARBITRATION**

**10.01 Composition of Board of Arbitration**

When either party requests that a grievance be submitted to arbitration, the request shall be made in writing by registered mail addressed to the other party of the agreement.

The grievance(s) shall be determined by a single arbitrator unless either party requests that the grievance(s) be determined by a Board of Arbitration.

If the grievance(s) is to be heard by a Board of Arbitration, the request for arbitration shall contain the name and address of the party's nominee to the arbitration board. Within five (5) working days thereafter, the other party shall answer by registered mail, indicating the name and address of its nominee to the arbitration board. The two (2) nominees shall then select an impartial chairperson.

**10.02 Failure to Appoint**

If the grievance is to be determined by a single arbitrator, the parties shall endeavour to reach an agreement as to a suitable arbitrator. In the event that the parties fail to agree upon an arbitrator, either party shall request the Minister of Labour for Ontario, in writing, to appoint an arbitrator.

If the two (2) nominees fail to agree upon a chairperson, the appointment shall be made by the Minister of Labour upon request of either party.

**10.03 Board Procedure**

The Board may determine its own procedure but shall give full opportunity to all parties to present evidence and make presentations. It shall hear and determine the difference or allegation and render a decision.

**10.04 Decision of the Board**

The single arbitrator, or the Arbitration Board, as the case may be, shall hear and determine the grievance and shall issue a decision, and the decision shall be binding upon Local 2725-1, the Employer and upon any employee affected by it. The decision of a majority shall be the decision of the Arbitration Board, but if there is no majority the decision of the Chairperson shall govern.

**10.05 Disagreement on Decision**

Should the parties disagree as to the meaning of the Board's decision, either party may apply to the Chairman of the Board of Arbitration to reconvene the Board to clarify the decision.

**10.06 Expenses**

Each of the parties hereto will bear the expenses of the nominee appointed to represent it in the case of a Board of Arbitration and the parties will jointly, in equal shares, bear the expenses of the Chairperson of the Arbitration Board, or single arbitrator, as the case may be, and the cost of the room or rooms in which the arbitration is held.

**10.07 Amending the Time Limits**

The time limits fixed in both the grievance and arbitration procedure may be extended by consent of the parties.

**ARTICLE 11 - DISCHARGE, SUSPENSION & DISCIPLINE**

**11.01 Discharge Procedure**

An employee who has completed his probationary period may be dismissed, but only for just cause. When an employee is discharged or suspended, he shall be given the reason in the presence of his steward. Such employee and the Union shall be advised promptly in writing by the employer of the reason for such discharge or suspension. It is agreed that the purpose of the probationary period is to assess the employee's suitability for continued employment. Therefore, in the case of a grievance regarding the discharge of a probationary employee, a lesser standard than just cause shall apply.

**11.02 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 9 - Grievance Procedure. Steps 1, 2 and 3 of the grievance procedure shall be omitted in such cases.

**11.03 Unjust Suspension or Discharge**

An employee who has been unjustly suspended or discharged shall be immediately reinstated in his former position without loss of seniority. He shall be compensated for all time lost in an amount equal to his normal earnings during the pay period next preceding such discharge or suspension or by any other arrangement as to compensation which is just and equitable in the opinion of the parties or in the opinion of the Board of Arbitration if the matter is referred to such a Board.

**11.04 Adverse Report**

An employee shall be notified in writing of any expression of dissatisfaction concerning his work within thirty (30) working days of the event of the complaint. 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 a part of his record for use against him at any time.

**11.05** No offence shall be used against an employee after eighteen (18) months of its commission, provided that no similar offence was committed within this period.

**ARTICLE 12 - SENIORITY**

**12.01 Seniority Defined**

Seniority is defined as the length of continuous service in the Home since last date of hire and shall be used in determining preference or priority for promotions, transfers, demotions, layoffs and recall, providing the senior person has the ability to perform the work involved. Seniority shall operate on a bargaining-unit-wide basis.

**12.02 Seniority List**

The Employer shall maintain a seniority list showing the date upon which each employee's service commenced. An up-to-date seniority list shall be sent to the Union and posted on all bulletin boards in January and July of each year.

**12.03 Probation for Newly Hired Employees**

Newly hired full-time employees shall be on probation for a period of ninety (90) days worked from the date of hiring, and newly hired part-time employees shall be on probation for a period of 720 hours worked from the date of hiring.

During the probationary period, employees shall be entitled to all rights and benefits of this agreement with the exception that full-time probationary employees shall not be eligible to take paid sick time or to participate in the group benefits outlined in Article 24 and part-time probationary employees shall not be eligible for the payment in lieu of benefits as set out in Article 30.03, until completion of their probationary period.

**12.04 Loss of Seniority**

An employee shall not lose seniority rights if he is absent from work because of sickness, accident, layoff, WSIB leave or leave of absence approved by the Employer. An employee shall only lose his seniority and shall be deemed to be terminated in the event that:

- 1) He is discharged for just cause and is not reinstated;
- 2) He resigns and does not withdraw within forty-eight (48) hours;
- 3) He is absent from work in excess of two (2) working days without sufficient cause or without notifying the Employer;

- 4) He failed to return to work within seven (7) calendar days following a layoff and after being notified by registered mail to do so. It shall be the responsibility of the employee to keep the Employer informed of his current address;
- 5) He is laid off for a period longer than twenty-four (24) months.

**12.05 Transfers & Seniority Outside the Bargaining Unit**

No employee shall be transferred to a position outside the bargaining unit without his consent. If an employee is transferred to a position outside of the bargaining unit, he shall retain his seniority acquired at the date of leaving the unit, but will not accumulate any further seniority. If such an employee later returns to the bargaining unit, he shall be placed in a job consistent with his seniority. Such return shall not result in the layoff or bumping of an employee holding greater seniority.

**ARTICLE 13 - PROMOTIONS & STAFF CHANGES**

**13.01 Job Postings**

When a vacancy occurs or a new position is created in the bargaining unit, the Employer shall notify the Union in writing and post notice of the position on all bulletin boards for a minimum of one (1) week so that all members will know about the vacancy or the new position.

**13.02 Information on Postings**

Such notice shall contain the following information: Nature of position, qualifications, required knowledge and education, skills, shift, wage or salary rate or range.

**13.03 Role of Seniority in Promotions & Transfers**

Both parties recognize:

- 1) the principle of promotion within the service of the Employer;
- 2) that job opportunity should increase in proportion to length of service;

Therefore, in making staff changes, transfers, or promotions, appointment shall be made of the applicant with the greatest seniority and having the required qualifications with due regard to the provisions of Article 13.01.

**13.04 Trial Period**

The successful applicant shall be placed on trial for a period of two (2) months. Conditional on satisfactory service, the employee shall be declared permanent after the period of two (2) months. In the event the successful applicant proves unsatisfactory in the position during the trial period, or if the employee is unable to perform the duties of the new job classification, or if the employee so requests he shall be returned to his former position without loss of seniority, wage or salary rate.

## **ARTICLE 14 - LAYOFFS AND RECALLS**

### **14.01 Definition of Layoff**

"Layoff" shall include a reduction in the normal daily or weekly hours of work of one or more full-time or regular part-time employees.

#### **Layoff Notice**

In the event of a proposed layoff of a permanent or long term nature of thirteen weeks or more or the elimination of a position within the bargaining unit, the Employer will:

- i) Provide the Union with no less than fourteen (14) weeks written notice of the proposed layoff or elimination of position; and
- ii) Provide to the affected employee(s), if any, no less than twelve (12) weeks written notice of layoff, or pay in lieu thereof.

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

Notice to the originally affected employee(s) provided in (ii) above shall be deemed to be notice to the employees(s) ultimately affected by the layoff.

### **14.02 Layoff and Recall Procedure**

Both parties recognize that job security shall increase in proportion to length of service with the Employer. Therefore, in the event of a layoff, employees shall be laid off in the reverse order of seniority in their classification.

The process of layoff and displacing another employee is subject to the following principle:

1. An employee may displace more than one employee in order to maintain his hours of work at the time of layoff.

An employee in receipt of notice of layoff may:

- a) Accept the layoff; or
- b) Displace another employee who has lesser bargaining unit seniority in the same or a lower or an identical paying classification in the bargaining unit if the employee originally subject to layoff is qualified to meet the normal requirements of the job. An employee so displaced shall be deemed to have been laid off and shall be entitled to notice in accordance with the provisions pertaining to notice of layoff.

An employee who chooses to exercise the right to displace another employee with lesser seniority shall advise the Employer of his or her intention to do so and the position claimed within seven (7) days after receiving the notice of layoff.

### **14.03 Recall**

- a) An employee shall have opportunity of recall from a layoff to an available opening, in order of seniority, provided he is qualified and able to perform the work before such opening is filled on a regular basis under the job posting procedure. The posting procedure in the Collective Agreement shall not apply until the recall process has been complete.
- b) In determining the ability of an employee to perform the work for the purposes of the paragraphs above, the Employer shall not act in an arbitrary or unfair manner.
- c) An employee recalled to work in a different classification from which he or she was laid off shall have the privilege of returning to the position held prior to the layoff should it become vacant within six (6) months of being recalled.
- d) No new employees shall be hired until all those laid off have been given an opportunity to return to work and have failed to do so, in accordance with the loss of seniority provision, or have been found unable to perform the work available.
- e) The Employer shall notify the employee of recall opportunity by registered mail, addressed to the last address on record with the Employer. The notification shall state the job to which the employee is eligible to be recalled and the date and time at which the employee shall report to work. The employee is solely responsible for his or her proper address being on record with the Employer.

Employees on layoff shall be given preference for temporary vacancies which are expected to exceed ten (10) working days. An employee who has been recalled to such temporary vacancy shall not be required to accept such recall and may instead remain on layoff.

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

### **14.04 Staff Planning Meetings**

Where the Employer identifies that a reduction in staffing may be necessary the Employer shall, prior to giving to the employees any notice of layoff, including reduction in hours, meet with the Union to discuss the situation and any possible means of minimizing staff impact. The committee will further discuss alternatives to reducing full-time positions.

## **ARTICLE 15 - HOURS OF WORK**

### **15.01 Standard Daily Hours**

The normal daily hours of work shall be eight (8) hours per day inclusive of a thirty (30) minute unpaid meal period.

### **15.02 Standard or Average Weekly Hours**

The normal hours per week shall average eighty (80) hours over a two (2) week period inclusive of the thirty (30) minute unpaid meal break per day.

**15.03 Working Schedule**

- 1) a) Every full-time employee who wishes to have every second weekend off will be accommodated.
  - b) Every part-time employee who wishes to have every third weekend off will be accommodated, excluding part-time employees hired to work weekends.
  - c) The parties agree to waive Article 15.03 1) a) and 15.03 1) b) between December 15<sup>th</sup> and January 10<sup>th</sup>.
- 2) The Employer shall provide that the hours and days off work of each employee shall be posted in an appropriate place at least one (1) week in advance.
  - 3) Shift vacancies shall be posted.

**15.04 Reporting Pay Guarantee**

An employee reporting for work on his regular shift shall be paid his regular rate of pay with a minimum of three (3) hours pay.

**15.05 Paid Rest or Relief Periods**

All employees shall be permitted rest periods as follows:

For a shift of up to four (4) hours duration	One (1) paid fifteen (15) minute break
For a shift greater than four (4) hours and less than eight (8) hours	Thirty (30) minute unpaid meal break plus one (1) fifteen (15) minute break
For a shift eight (8) hours or greater	Thirty (30) minute unpaid meal break plus two (2) fifteen (15) minute breaks

**15.06 Short Shifts**

No employee will be required to work a shift of less than four (4) hours in duration.

**ARTICLE 16 - OVERTIME**

**16.01 Overtime Defined**

An employee shall be paid at a rate of time and one-half (1½) for time worked in excess of seven and one half (7½) per day or seventy-five (75) hours in a bi-weekly pay period.

**16.02 Time Off in Lieu of Overtime Pay**

Employees so requesting in writing may elect time off without pay during regular hours to equalize any overtime worked.

**16.03 Calculating of Overtime Rates**

An employee who is absent on approved time off with pay during his scheduled work week because of sickness, bereavement, holidays, vacation or other approved leave of absence, shall for the purpose of computing overtime pay be considered as if he had worked during his regular hours during such absence.

**16.04 Sharing Overtime**

Overtime and call-back time shall be distributed as equitably as practicable among employees who are qualified to perform the available work.

**16.05 Call Back Pay Guarantee**

An employee who is called in to work outside his normal working hours shall be paid for a minimum of three (3) hours at overtime rates.

**ARTICLE 17 - SHIFT WORK**

**17.01 Definition of Shifts**

In recognition of the undesirable features of shift work, shift premiums shall apply on all shifts in which the majority of the hours worked are between 3:00 p.m. and 7:00 a.m.

**17.02 Shift Premiums**

Effective July 1, 2017, Employees shall receive eighty-three cents (83¢) per hour additional compensation for all hours worked on shift work as defined in Article 17.01.

Effective July 1, 2019, Employees shall receive ninety-five cents (95¢) per hour additional compensation for all hours worked on shift work as defined in Article 17.01.

**17.03 Rest Between Change of Shifts**

- a) The employer must provide at least eight (8) hours of rest between shifts in the event of a shift rotation change.
- b) A shift rotation change shall not occur on the same calendar day.
- c) An employee is entitled to at least sixteen (16) hours of rest between shifts within his shift rotation. However, he may voluntarily waive the entitlement to sixteen (16) hours of rest between shifts in the event of a shift change within the shift rotation.
- d) Failure by the Employer to provide at least sixteen (16) hours of rest between shifts within a shift rotation shall result in payment of overtime at established rates for any hours worked during the sixteen (16) hour rest period in cases where the employee does not voluntarily waive such entitlement.

17.04 Effective July 1, 2018, Employees shall be paid a weekend premium of an additional thirty-five cents (35¢) per hour for all hours worked between Friday at 23:00 p.m. and Sunday at 23:00 p.m. This premium shall be in addition to the regular shift premium.

## **ARTICLE 18 - HOLIDAYS**

**18.01** The Employer recognizes the following as paid holidays:

New Year's Day	Civic Holiday
Heritage Day (2 <sup>nd</sup> Monday in February)	Labor Day
Good Friday	Thanksgiving Day
Victoria Day	Christmas
Canada Day	Boxing Day
Remembrance Day	Float Day

**18.02** **Pay for Work on Scheduled Holidays**

Employees who are not required to work on the above holidays shall receive holiday pay equal to one day's pay. Employees who are required to work shall be paid at the rate of time and one-half (1½ ) plus another day off with pay at a time mutually agreeable between the employee and the Employer.

**18.03** **Compensation for Holidays Falling on Scheduled Day Off**

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

**18.04** In order to qualify for pay for a holiday, the employee must work the last scheduled day before and the first scheduled day after the holiday unless on an approved Employer paid leave.

## **ARTICLE 19 - VACATIONS**

**19.01** **Length of Vacation**

Each employee shall receive an annual vacation with pay in accordance with credited seniority prior to the commencement of the vacation period as follows:

One (1) year or more	Ten (10) working days
Three (3) years or more	Fifteen (15) working days
Eight (8) years or more	Twenty (20) working days
Fifteen (15) years or more	Twenty-five (25) working days
Twenty-Two (22) years or more	Thirty (30) working days
Twenty-eight (28) years or more	Thirty-five (35) working days

**19.02 Compensation for Holidays Falling Within Vacation Schedule**

If a paid holiday falls on or is observed during an employee's vacation period, he shall be allowed an additional day's paid vacation.

**19.03 Vacation Pay**

Vacation Pay for each week of vacation shall be at the rate of two (2%) percent of gross annual earnings.

**19.04 Calculation of Vacation Pay**

Vacation pay shall be at the rate effective immediately prior to the vacation period.

**19.05 Vacation Pay on Termination**

An employee terminating his employment at any time in a vacation year before he has taken any or all of his vacation, shall be entitled to payment for all outstanding accrued vacation.

**19.06 Preference in Vacations**

Subject to operational requirements, preference in vacations shall be by seniority.

**19.07 Vacation Schedules**

Vacation schedules shall be posted by April 30<sup>th</sup> of each year and shall not be changed unless mutually agreed upon between the employee and the Employer. Vacations shall commence immediately following an employee's regularly scheduled days off.

**19.08 Unbroken Vacation Period**

An employee shall be entitled to receive his vacation in an unbroken period of up to two (2) weeks unless otherwise mutually agreed upon between the employee and the Employer.

**19.09** The annual vacation shall be taken during the calendar year provided that an employee who is eligible for vacation with pay may, with the consent of the employer, carry over their annual vacation to the next calendar year for the purpose of an extended vacation once every three years. The vacation carried over must be taken in the year of carry over.

**19.10** Where an employee qualifies for sick leave or bereavement leave during his period of vacation, there shall be no deduction from vacation credit for such absence. The period of vacation so displaced shall either be added to the vacation period or reinstated for use at a later date at the employee's option.

The employee must present a valid medical or death certificate to substantiate his/her claim under this clause if requested.

## **ARTICLE 20 - SICK LEAVE PROVISIONS**

### **20.01 Sick Leave Defined**

Sick leave means the period of time an employee is absent from work with full pay by virtue of being unable to work because of sickness, exposed to contagious disease or because of an accident for which compensation is not payable under the Worker's Compensation Board.

### **20.02 Annual Paid Sick Leave**

Eighteen (18) days sick leave per year shall be earned by an employee at the rate of one and one-half (1½) days for every month (or major portion thereof) an employee is employed to a maximum of eighteen (18) days in any calendar year. Accrued sick leave days may be carried from year to year to a maximum accrual of one hundred twenty-five (125) days. This one hundred twenty-five (125) sick day bank is replenishable.

### **20.03 Unused Sick Leave**

The unused portion of an employee's sick leave shall accrue for his future benefits.

### **20.04 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 he is unable to carry out his duties due to illness.

Such a certificate may also be required at any other time at the Employer's discretion including where the Employer has reasonable grounds to suspect that an employee is abusing the sick leave benefits.

In the event that there is a charge for obtaining the medical certificate, the Employer will pay the cost of requested medical certificates to the maximum provided in the Ontario Medical Association's "Physicians Guide to Third Party and Uninsured Services".

### **20.05 Sick Leave During Leave of Absence**

When an employee is given leave of absence without pay for any reason or is laid off on account of lack of work and returns to work upon expiration of such leave of absence etc., he shall not receive sick leave credits for the period of such absence, but shall retain his cumulative credit if any existing at the time of such leave or layoff.

### **20.06 Sick Leave Records**

Immediately after the close of each calendar year, each employee shall review the sick leave records of the Employer and verify that the accumulated sick leave is correct. Any employee is to be advised within a reasonable time on application of the amount of sick leave accrued to his credit.

## **20.07 Family Sick Leave**

Regular full-time employees who have completed their probation will be permitted to take up to a total of five (5) days family leave per calendar year in the following circumstances, provided that the employees have accumulated such days in their sick leave banks:

- a) Unpredictable family health emergencies where alternative arrangements cannot reasonably be made; and
- b) Unpredictable "family care arrangement" emergencies where alternative arrangements cannot reasonably be made.

For purposes of this Article, "family member" for which such leave may be taken includes the child, parent, spouse, common-law partner or same sex partner of the employee.

Employees who have accumulated sick leave days and, therefore, who are eligible to take family leave in these circumstances, shall be paid for these days and shall have these days deducted from their sick leave banks.

These family leave days are inclusive of, and not in addition to, any emergency leave days that may be available under applicable statutes.

## **ARTICLE 21 - LEAVE OF ABSENCE**

### **21.01 Negotiation Pay Provisions**

Representatives of the Union shall not suffer any loss of pay when required to leave their employment temporarily in order to carry on negotiations with the Employer up to the point when either party makes application for conciliation services.

### **21.02 Grievance and Arbitration Pay Provisions**

Representatives of the Union shall not suffer any loss of pay when required to leave their employment temporarily in connection with the grievance procedures up to the point when either party applies for arbitration services.

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

The Employer recognizes the right of the employees to participate in public affairs. Therefore, upon written request, the Employer will grant leave of absence without pay and without loss of seniority so that employees may be candidates in a Federal, Provincial or Municipal election. An employee who is elected or selected for a full-time position with the Union or anybody with which the Union is affiliated, or who is elected to public office, shall be granted leave of absence without pay and without loss of seniority for a period of one (1) year.

#### **21.04 Paid Bereavement Leave**

- a) i) A full-time employee shall be granted a minimum of five (5) regularly scheduled consecutive work days leave without loss of salary or wages in the case of death of a parent, spouse and child. Where the burial occurs outside the province, such leave shall include as well, reasonable unpaid traveling time, the latter not to exceed a total of seven (7) days.
- ii) A full-time employee shall be granted a minimum of four (4) regularly scheduled consecutive work days leave without loss of salary or wages in the case of death of a brother, sister, mother-in-law, father-in-law, grandparent and grandchild. Where the burial occurs outside the province, such leave shall include as well, reasonable unpaid traveling time, the latter not to exceed a total of seven (7) days.
- iii) A full-time employee shall be granted two (2) regularly scheduled consecutive work days leave without loss of salary or wages in the case of death of a brother-in-law, sister-in-law, son-in-law or daughter-in-law. Where the burial occurs outside the province, such leave shall include reasonable unpaid travel time, the latter not to exceed a total of (7) days.
- b) i) A part-time employee shall be granted up to three (3) regularly scheduled work days leave without loss of salary or wages in the case of death of a parent, wife, husband, brother, sister, child, mother-in-law, father-in-law, grandparent and grand-child. Bereavement leave for part-time employees will be granted for scheduled workdays only and must be taken within a five (5) day period immediately following the death of the relative. Where the burial occurs outside the province, such leave shall include as well, reasonable unpaid traveling time, the latter not to exceed a total of seven (7) days.
- ii) A part-time employee shall be granted leave of one (1) regularly scheduled work day without loss of salary or wages in the case of death of a brother- in-law, sister-in-law, son-in-law or daughter-in-law. Bereavement leave for part-time employees will be granted for scheduled workdays only and must be taken within a five (5) day period immediately following the death of the relative. Where the burial occurs outside the province, such leave shall include reasonable unpaid travel time, the latter not to exceed a total of seven (7) days.
- c) Where an employee uses bereavement leave while on vacation, the length of the bereavement leave shall either be credited back to the employee's vacation credit balance or the vacation extended accordingly.
- d) It is understood that "spouse" as defined in the Article shall include an employee's common-law partner or same-sex partner.

#### **21.05 Pregnancy and Parental Leave**

Effective the date of the Award: Align the waiting period for Employment Insurance benefits with the Employment Standards Act and reduce the waiting period from two (2) weeks to one (1) week.

Pregnancy and parental leave shall be granted in accordance with the provisions of the *Employment Standards Act RSO 1990*, (as amended from time to time) except where amended by this agreement.

For the purposes of this Article, a "parent" is defined as a person with whom a child is placed for adoption and a person who is in a relationship of some permanence with a parent of a child and who intends to treat the child as his or her own.

An employee who is on pregnancy leave as provided under this Agreement and has applied for and is in receipt of Employment Insurance pregnancy/parental benefits pursuant to sections 18 and 20 of the Employment Insurance Act, 1971, shall be paid a supplemental unemployment benefit. That benefit will be equivalent to the difference between seventy-five percent (75%) of her regular weekly earnings and the sum of her weekly rate of Employment Insurance benefits and any other earnings. Such payment shall commence following completion of the one (1) week Employment Insurance waiting period and receipt by the Employer of the employee's Employment Insurance cheque stub as proof that she is in receipt of Employment Insurance pregnancy/parental benefits, and shall continue while the employee is in receipt of such benefits for a maximum period of fifteen (15) weeks. The employee's regular weekly earnings shall be determined by multiplying her regular hourly rate on her last day worked prior to the commencement of the leave times her normal weekly hours. The employee does not have any vested right except to receive payment for the covered unemployment period. The plan provides that payments in respect of guaranteed annual remuneration or in respect of deferred remuneration or severance pay benefits are not reduced or increased by payments received under the plan.

**21.06** The Employer shall not deny a pregnant employee the right to continue employment during the period of her pregnancy.

**21.07** **Length of Pregnancy and Parental Leave**

Employees will be granted up to one year (52 weeks) of combined pregnancy and parental leave. Pregnancy leave shall cover a period of up to seventeen (17) weeks and may be commenced up to seventeen (17) weeks prior to the expected birth of a child.

**21.08** **Seniority Status on Pregnancy and Parental Leave**

While on pregnancy and parental leave employees shall retain their full employment status. Seniority and service shall be retained during the entire length of the leave and will accumulate during seventeen (17) weeks of pregnancy leave and eighteen (18) weeks of parental leave.

**21.09** **Employer Payment of Benefits while on Pregnancy and Parental Leave**

During seventeen (17) weeks of pregnancy leave and eighteen (18) weeks of parental leave, the Employer shall continue to pay its share of premiums of the hospital, the medical, group life insurance and other benefits of this agreement. Employees who take longer parental leave may choose to continue enrolment in their benefits provided:

- a) The employee notifies the Employer of his/her intention to continue benefits at least four (4) weeks prior to the expiry of their eighteen (18) weeks of parental leave and;

- b) The employee provides post-dated cheques in advance to cover the costs of continuing his/her benefits.

**21.10 Procedure Upon return from Pregnancy and Parental Leave**

When an employee decides to return to work after pregnancy or parental leave, she shall provide the Employer with at least four (4) weeks' notice. On return from pregnancy or parental leave, the employee shall be placed at least in her former position. If her former position no longer exists, she shall be placed in an equivalent position.

**21.11 Paid Jury or Court Witness Duty Leave**

The Employer shall grant leave of absence without loss of seniority to an employee who serves as a juror or witness in any court. The Employer shall pay such an employee the difference between his normal pay and his juror or witness fees.

**21.12 Citizenship Leave**

An employee shall be allowed the necessary time off with pay to process his Canadian Citizenship Application up to a maximum of one (1) day.

**21.13 Education Leave**

Leave of absence with pay and without loss of seniority may be granted to allow employees time to write examinations for courses previously approved by the Employer.

**21.14 General Leave**

The Employer may grant leave of absence without pay and without loss of seniority to any employee requesting such leave for good and sufficient cause, such request to be in writing and approved by the Employer. Such leave will not be unreasonably denied.

**21.15** Upon two (2) weeks' notice, the Employer shall allow a maximum of two (2) employees at any one time, leave of absence without pay in order that they may attend union conventions, conferences or seminars. Such leave will not be unreasonably denied.

**21.16** Any of the leaves provided in this collective agreement that would qualify as emergency leave days under applicable statute(s) are inclusive of, and not in addition to, statutory emergency leave days.

**ARTICLE 22 - PAYMENT OF WAGES & ALLOWANCES**

**22.01 Pay Days**

The Employer shall pay salaries and wages bi-weekly in accordance with Schedule "A" attached hereto and forming part of this agreement. Each employee shall be provided with an itemized statement of his wages, overtime and deductions.

**22.02** When an employee is promoted to another classification which is considered as a promotion, he shall receive the wage rate according to his seniority as defined in Article 12.01.

**22.03 Pay on Temporary Transfer - Higher Rated Job**

When an employee is temporarily assigned to a position paying a lower rate, his rate shall not be reduced. When he is temporarily assigned to a higher rated job, he shall be paid the higher rate of pay for all hours so worked.

**ARTICLE 23 - JOB CLASSIFICATION & RECLASSIFICATION**

**23.01 No Elimination of Present Classification**

Existing classifications shall not be eliminated or changed without prior consultation with the Union.

**23.02** When a new classification (which is covered by the terms of this Collective Agreement) is established by the Employer, the Employer shall determine the rate of pay for such new classification and notify the Union of the same. If the Union challenges the rate, it shall have the right to request a meeting with the Employer to endeavor to negotiate a mutually satisfactory 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.

**23.03 Job Descriptions**

A copy of the current job description for a bargaining unit position shall be made available to the Union upon request. When a new classification which is covered by the terms of this Collective Agreement is created, a copy of the job description shall be forwarded to the Union at the time that the Employer notifies the Local Union of the rate of pay pursuant to article 23.02 above.

**ARTICLE 24 - WELFARE BENEFITS & PENSIONS**

**24.01 Welfare Benefits**

Employer Contributions to Hospital and Medical Insurance:

- a) The Employer shall pay the full premium one hundred percent (100%), for the Ontario Hospital Insurance Plan.
- b) The Employer shall pay one hundred percent (100%) of the cost of the single/family premium of the following plans:

- i) A Group Life Insurance Plan providing for two times (2x) the annual salary Life Insurance and two times (2x) the annual salary A.D.&D [Accidental Death and Dismemberment] for each employee.
- ii) The extended health care plan in effect as of the last day of the previous collective agreement, 10/20 deductible, or an equivalent plan.

Effective sixty (60) days from April 23, 2021, The Employer shall provide a two hundred and seventy-five (\$275.00) eye care rider useable every twenty-four (24) months and a hearing aide rider of five hundred dollars (\$500.00) useable every five (5) years.

Effective 60 days from the date of the Award, increase vision benefit to \$275.00 every 24 months.

- c) The Employer shall pay one hundred percent (100%) of the single/family premium for the Sun Life Dental Plan with Rider 1 (current O.D.A. rates) or an equivalent plan.
- d) Whenever an employee's physician prescribes a drug covered by the Employer's insurance plan the generic brand is to be used, unless the employee's physician prescribes otherwise.

The Employer will convene a meeting of the staff, Union Reps, and a rep of the insurance company prior to implementing this policy.

The Employer will provide a letter to be given to the employee's physician explaining the above-mentioned policy.

The dispensing cap fee is set at \$10.00.

## **24.02 Pension Benefits**

- a) The Employer shall contribute the prescribed amount as specified by the Healthcare of Ontario Pension Plan (HOOPP) Plan.
- b) Full-time employees as a condition of employment shall contribute the prescribed amount as specified by the HOOPP Plan.
- c) Part-time employees shall enjoy the same coverage for pension benefits as full-time employees with respect to the HOOPP Plan. Part-time employees will be allowed to enroll in the HOOPP Plan subject to the terms and conditions of the HOOPP Plan.
- d) In the event a part-time employee is not enrolled in the HOOPP Plan for whatever reason, the Employer shall not be required to make any additional payment in lieu of pension benefits to the aforesaid employee.

## **ARTICLE 25 - HEALTH & SAFETY**

### **25.01 Injury Pay Provisions**

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

### **25.02 Transportation of Accident Victims**

Transportation to the nearest physician or hospital for employees requiring medical care as a result of an accident shall be at the expense of the Employer.

### **25.03** The Employer and the Union will comply with the "*Act Respecting the Occupational Health and Safety of Workers.*"

### **25.04 Safety Committee Pay Provisions**

The Health & Safety committee shall hold meetings at least once every three (3) months or four times per year. Additional meetings may be agreed upon by the parties. Representatives of the Union shall suffer no loss of pay for attending such meetings. Copies of minutes of all Committee meetings shall be sent to the Employer and to the Union.

### **25.05 No Disciplinary Action**

No employee shall be disciplined for refusal to work on a job or to operate any equipment, which is unsafe. The employee shall state the reason for his concern to his supervisor.

### **25.06 Investigation of Accidents**

The Health and Safety committee shall be notified of each accident or injury and shall investigate as soon as possible on the nature and cause of the accident or injury.

## **ARTICLE 26 - UNIFORMS & CLOTHING ALLOWANCE**

### **26.01** The Employer shall provide an annual clothing allowance of one hundred thirty dollars (\$130.00) [\$2.50 per week]. The provisions of this clause shall apply only to full-time and part-time employees, but not casual employees.

## **ARTICLE 27 - GENERAL CONDITIONS**

### **27.01 Bulletin Boards**

The Employer shall provide bulletin boards which shall be placed so that all employees will have access to them and upon which the Union shall have the right to post notices of meetings and such other notices as may be of interest to the employees. Such notices must first be approved by the Employer.

**27.02 Present Conditions to Continue**

During the term of this agreement only, all rights, benefits, privileges and working conditions which employees now enjoy, receive or possess, shall continue to be enjoyed and possessed in so far as they are consistent with this agreement, but may be modified by mutual agreement between the Employer and the Union.

**ARTICLE 28 - RESTRICTIONS ON CONTRACTING OUT**

**28.01** No bargaining unit employee will lose his job or suffer a reduction in his normal hours of work as a result of contracting out.

**ARTICLE 29 - GENERAL**

**29.01 Plural or Feminine Terms May Apply**

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

**29.02** Time and one-half (1 1/2) premium will not be duplicated nor pyramided. For clarity, this article has no application to shift and weekend premiums.

**ARTICLE 30 - PART-TIME EMPLOYEES**

**30.01** Part-time employees are defined as employees who normally work less than thirty- seven and one half hours (37½) per week.

**30.02** Seniority for part-time employees shall be based on actual hours worked, i.e., 1950 hours equal one (1) year of seniority.

**30.03** Part-time employees shall not be entitled to the benefits provided by Articles 18, 20 and 24.01, but in lieu of these benefits shall be paid twelve and half percent (12.5%) per hour in addition to their regular hourly rate for all hours worked.

For clarification: Part-time employees who work on any of the holidays as defined in Article 18, will be paid at the rate of time and one half (1.5) for all hours worked on the holiday.

**ARTICLE 31 - DURATION**

**31.01** This agreement shall be binding and remain in effect from July 1<sup>st</sup>, 2022 to June 30<sup>th</sup>, 2025 and shall continue from year to year thereafter unless either party gives to the other party, notice in writing that it desires its termination or amendment. Such notice of desire shall be sent.

**DATED AT TORONTO, ONTARIO THIS 29 DAY OF October 2025.**

**FOR THE UNION**

  
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Vivian Liu  
Vivian Liu (Oct 30, 2025 10:01:20 EDT)  
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Michelle Ye (Nov 5, 2025 12:58:58 EST)  
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**FOR THE EMPLOYER**

  
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Stella Loung  
Stella Leung (Nov 12, 2025 10:43:57 EST)  
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## SCHEDULE "A" - WAGE GRID

Classification	Current	PSW PWE add prior to GWI	Effective July 1 2022 3.5%	Effective July 1 2023 3.5%	Effective July 1 2024 3.5%	Effective June 30, 2025 +\$0.50 to RPN
<b>Activity Aide</b>						
Start	\$20.97		\$21.70	\$22.46	\$23.25	
After 1 year	\$21.40		\$22.15	\$22.93	\$23.73	
After 2 years	\$21.69		\$22.45	\$23.24	\$24.05	
After 3 years	\$21.92		\$22.69	\$23.48	\$24.30	
<b>Health Care Aide/ Personal Support Worker</b>						
Start	\$20.98	\$23.98	\$24.82	\$25.69	\$26.59	
After 1 year	\$21.38	\$24.38	\$25.23	\$26.11	\$27.02	
After 2 years	\$21.67	\$24.67	\$25.53	\$26.42	\$27.34	
After 3 years	\$22.00	\$25.00	\$25.88	\$26.79	\$27.73	
<b>Housekeeping Aide/ Dietary Aide</b>						
Start	\$20.01		\$20.71	\$21.43	\$22.18	
After 1 year	\$20.37		\$21.08	\$21.82	\$22.58	
After 2 years	\$20.63		\$21.35	\$22.10	\$22.87	
After 3 years	\$20.90		\$21.63	\$22.39	\$23.17	
<b>Cook/Maintenance Worker</b>						
Start	\$22.67		\$23.46	\$24.28	\$25.13	
After 1 year	\$23.05		\$23.86	\$24.70	\$25.56	
After 2 years	\$23.32		\$24.14	\$24.98	\$25.85	
After 3 years	\$23.68		\$24.51	\$25.37	\$26.26	
<b>RPN</b>						
Start	\$25.54		\$26.43	\$27.36	\$28.32	\$28.82
After 1 year	\$25.99		\$26.90	\$27.84	\$28.81	\$29.31
After 2 years	\$26.26		\$27.18	\$28.13	\$29.11	\$29.61
After 3 years	\$26.63		\$27.56	\$28.52	\$29.52	\$30.02

### Retroactivity

Unless otherwise expressly stated, all items agreed upon during bargaining or as awarded in interest arbitration will be effective on the date of ratification of both parties or on the date of the interest arbitration award, as applicable. The Employer will endeavour to provide all retroactivity to current employees within thirty (30) days of the date of ratification by both parties or interest arbitration award, as applicable.

If the retroactive payments are not paid within forty-five (45) days of the date of ratification by both parties or interest arbitration award, as applicable, then thereafter interest will be owed and paid. All retroactivity will be paid to current employees on a separate cheque or itemized on an employee's regular cheque.

Where employees either have left the employ of the Employer and/or have entered into the employ of the Employer between July 1, 2022 and June 30, 2025, they shall be entitled to the pro-rated amount of such payments.

All former employees who worked on or between these dates shall be sent notice by the Employer at their last known address and the employee will have thirty (30) calendar days from the date notice is sent to claim retroactive payments.

The notice sent to them shall advise that their entitlement to retroactive payments shall be deemed declined if not claimed within thirty (30) days of such notice by email or letter delivered to the Employer in person or facsimile. Payment to former employees who have made claims as required herein shall be made within forty-five (45) days of receipt of the employee's claim. The Union shall receive a copy of all notices sent to former employees.

**LETTER OF UNDERSTANDING #1**

**Between**

**Mon Sheong Long Term Care Centre (Scarborough)**

**And**

**The Canadian Union of Public Employees Local 2725-1**

**RE: CASUAL EMPLOYEES**

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This confirms agreement reached in negotiation that bargaining unit employees may be hired on a casual basis subject to the following conditions:

1. That any additional hours of work that become available will be first offered to regular part-time employees in the bargaining unit.
2. That such casual employees will be paid in accordance with Schedule "A" of the agreement.
3. That this Letter of Understanding No.1 shall terminate with the expiry date of this Collective Agreement.

This letter forms part of the Collective Agreement and is subject to the grievance and arbitration provisions of Articles 9 and 10.

**DATED AT TORONTO, ONTARIO THIS 29 DAY OF October 2025.**

**FOR THE UNION**

**FOR THE EMPLOYER**


  
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Stella Leung (Nov 12, 2025 10:43:57 EST)  
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Vivian Liu (Oct 30, 2025 10:01:20 EDT)  
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Michelle Ye (Nov 5, 2025 12:58:58 EST)  
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**LETTER OF UNDERSTANDING #2**

**Between**

**Mon Sheong Scarborough Long Term Care Centre and**

**The Canadian Union of Public Employees Local 2725-1**

**RE: HOURS OF WORK AND PAY FOR DAYLIGHT SAVINGS TIME**

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The Employer agrees that where an employee is required to work one (1) additional hour when the time is changed from daylight saving time to standard time, the affected employee shall receive one (1) additional hour's pay. When the time changes from standard time to daylight saving time, the employee shall receive the normal pay for an eight (8) hour shift.

**DATED AT TORONTO, ONTARIO THIS 29 DAY OF October 2025.**

**FOR THE UNION**

**FOR THE EMPLOYER**

  
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Stella Leung  
Stella Leung (Nov 12, 2025 10:43:57 EST)  
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Vivian Liu  
Vivian Liu (Oct 30, 2025 10:01:20 EDT)  
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Michelle Ye (Nov 5, 2025 12:58:58 EST)  
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**LETTER OF UNDERSTANDING #3**

**Between**

**Mon Sheong Scarborough Long Term Care Centre**

**And**

**The Canadian Union of Public Employees Local 2725-1**

**RE: REPLACEMENT OF ABSENT EMPLOYEES**

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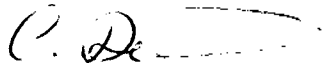
The Employer will post temporary vacancies, other than vacancies resulting from vacation leave, that are reasonably expected to last longer than three (3) weeks in accordance with Article 13 - Promotions and Staff Changes.

The Employer agrees to fill temporary vacancies and unscheduled absences of less than three (3) weeks and vacancies arising because of scheduled vacation in the following manner as practicably possible:

- a) Employees will be scheduled into the temporary vacancy in order of seniority within their classification, on a continuously rotating basis, starting first with part-time employees who are qualified, willing and available to work additional shifts.
  
- b) If the Employer should exhaust the list of part-time employees in the classification, additional shifts will be offered, in order of seniority, to full-time employees who work less than eighty (80) hours in a pay period (inclusive of the thirty (30) minute unpaid- meal break) to bring them up to the eighty (80) hour maximum. Such employees shall be paid in accordance with the hours of work and overtime provisions of the Collective Agreement.

**DATED AT TORONTO, ONTARIO THIS 29 DAY OF October 2025.**

**FOR THE UNION**



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*Vivian Liu*

Vivian Liu (Oct 30, 2025 10:01:20 EDT)

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Michelle Ye (Nov 5, 2025 12:58:58 EST)

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**FOR THE EMPLOYER**



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*Stella Leung*

Stella Leung (Nov 12, 2025 10:43:57 EST)

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**LETTER OF UNDERSTANDING #4**

**Between**

**Mon Sheong Scarborough Long Term Care Centre and  
The Canadian Union of Public Employees Local 2725-1**

**RE: MEALS**

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Meals provided to the staff shall be paid for at the following rate:

Breakfast: **\$2.50**

Lunch: **\$3.50**

Dinner: **\$3.50**


The employees will notify the Employer at least twenty-four (24) hours in advance of their intentions to purchase a meal whenever possible.

Meal tickets may be purchased from the Employer in advance.

**DATED AT TORONTO, ONTARIO THIS 29 DAY OF October 2025.**

**FOR THE UNION**

**FOR THE EMPLOYER**

  
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Stella Leung (Nov 12, 2025 10:43:57 EST)  
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Vivian Liu (Oct 30, 2025 10:01:20 EDT)  
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Michelle Ye (Nov 5, 2025 12:58:58 EST)  
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