

COLLECTIVE AGREEMENT

between

**REGENCY PARK NURSING HOME
(hereinafter called the “Employer”)**

- and -

**THE CANADIAN UNION OF PUBLIC EMPLOYEES
AND ITS LOCAL 3593
(hereinafter called the “Union”)**

January 1, 2024 – December 31, 2025

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ARTICLE 1 – PURPOSE OF AGREEMENT

- 1.01 It is the intent and purpose of the parties to this Agreement, which has been negotiated and entered into in good faith:
- a) to recognize mutually the respective rights, responsibilities and functions of the parties hereto;
 - b) to provide and maintain working conditions, hours of work, wage rates and benefits set forth herein;
 - c) to establish an equitable system for the promotion, transfer, layoff and recall of employees;
 - d) to establish a just and prompt procedure for the disposition of grievances;
 - e) and generally, through the full and fair administration of all the terms and provisions contained herein, to develop and achieve a relationship among the Union, the Employer and the employees which will be conducive to their mutual wellbeing.

ARTICLE 2 – RECOGNITION

- 2.01 The employer recognizes the Canadian Union of Public Employees and its Local 3593 as the sole and exclusive Collective Bargaining agent for all of its employees employed at its' Regency Park Nursing Home in Windsor, save and except the Administrator, Directors, Supervisors, persons above the rank of Supervisor, Maintenance workers contracted to do work not usually performed by the maintenance staff, and Office and Clerical Staff.
- 2.02 Schedule "A", attached hereto and made part of this Agreement, outlines the specific classifications for employees covered by this Agreement. The parties agree that the Employer can add or modify further classifications as required in accordance to Article 10.
- 2.03 The term Employee(s) as used in this Agreement shall mean a person(s) for whom the Union is sole and exclusive bargaining agent.
- 2.04 No employee shall be required or permitted to make a written or verbal agreement with the Employer or its representative to which agreement would directly or indirectly affect the terms of this Agreement.
- 2.05 The Employer will notify employees of any alteration to existing rules or policies, or of new ones, prior to their implementation. Such altered or new rules or policies will be posted as soon as possible prior to their implementation and remain posted for at least one (1) month. If the posting period starts less than one (1) week before the implementation, it shall be up to the Employer to ensure all affected employees are notified. All rules or policies are subject to such regulations and restrictions governing the exercise of these rights as are expressly provided for in this agreement and subject to the rights of the Union to

lodge a grievance in the manner and to the extent herein provided. The Employer shall afford employees who are absent from work for a period longer than one (1) calendar month the opportunity to review any changes of the past or new rules, regulations or policies at a time mutually agreed upon during the first shift back to work.

ARTICLE 3 – RESERVATIONS TO MANAGEMENT

3.01 The Union recognizes the right and obligation of management to manage the home. The functions of management shall include the following:

- a) maintain order, discipline and efficiency;
- b) hire, classify, direct, approve, promote and lay off employees;
- c) discharge, suspend or otherwise discipline employees for just cause, it is understood that the discharge of a probationary employee shall be at the sole discretion of the Employer;
- d) determine the work to be done, qualifications required (provided such qualifications are necessary to perform the normal requirements of the job), the location, methods and schedules for the performance of such work;
- e) make and alter, from time to time, after consultation with the Union, reasonable rules and regulations to be observed by the employees.

The above management rights are subject to such regulations and restrictions governing the exercise of these rights as are expressly provided in this agreement and subject to the right of the employee concerned to lodge a grievance in the manner and to the extent herein provided.

3.02 The Union further recognizes the right of the Employer to operate and manage its business in all respects in accordance with its commitments and responsibilities.

ARTICLE 4 – UNION MEMBERSHIP AND CHECKOFF

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

4.02 The Employer will deduct from the pay of each employee such dues and other assessments as are authorized by the Union.

Not later than the 25th day of the month following the month during which such dues and other assessments were deducted, the Employer will remit those monies to the National Secretary – Treasurer of the Union.

Together with the dues remittance the Employer shall provide a list of all employees from whose wages dues have been deducted, the amount so deducted, and whether the employee worked eighty-five (85) hours or more in the calendar month for which the dues or other assessments were deducted.

Copies of information sent to the National Secretary-Treasurer shall be sent to the Union.

4.03 Employees who have not worked in a month and are off work for whatever reason for a month or more shall, upon return to work, be deducted only one (1) month's back dues or amount equal to dues in addition to the regular deduction.

4.04 The Employer shall notify the Union in writing at the end of each month, of all hirings, completions of probationary period, lay-offs, transfers, recalls and terminations of employment within the bargaining unit.

4.05 The Employer shall annually report on each employee's T-4 income tax slip the amount of money deducted as Union dues from the employee and forwarded to the Union on the employee's behalf during the previous taxation year.

4.06 New Employees

(a) The Employer agrees to acquaint new employees with the fact that a Union Agreement is in effect and with the conditions of employment set out in the Articles dealing with Union Security and Dues Check-Off.

(b) The Employer agrees that a Local Union representative will be given the opportunity to interview each newly-hired employee who is not a member of the Union, once during the employee's first weeks of employment, for the purpose of advising such employee of the existence of the Union and of her rights and obligations under the terms of this Agreement. Such interview may take place on the Employer's premises at a time and

location designated by the Employer for such interview, and shall not exceed fifteen (15) minutes duration.

4.07 Both the Employer and the Union agree that there will be no discrimination, coercion or intimidation practiced or threatened against the individual employee by 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.

4.08 No – Discrimination

The Employer and the Union agree that there shall be no intimidation, discrimination, interference, restraint or coercion exercised or practised against any person because of race, ancestry, place of origin, colour, ethnic origin, citizenship, creed, sex, sexual orientation, age, record of offence, marital status, family status or disability where to do so would be contrary to the *Ontario Human Rights Code*.

4.09 Personal Harassment

Harassment means engaging in a course of vexatious comment or conduct that is known or ought reasonably to be known to be unwelcome. Harassment can be either psychological or physical or it can be a combination of both. It is any behaviour, whether deliberate or negligent, which denies individuals their dignity and respect, is offensive, embarrassing or humiliating to the individual and adversely affects the working environment. The Employer agrees that it is a right of every employee to work in an environment free from harassment. Employees who believe a violation has occurred will submit the grievance at Step 2 of the grievance procedure. The pursuit of groundless allegations of harassment has a detrimental effect on the spirit and intent of this provision and should be discouraged.

ARTICLE 5 – NO STRIKES – NO LOCKOUTS

5.01 In view of the orderly procedure established for the disposition of employees' complaints and grievances, the Employer agrees that it will cause or direct no lockout of its employees for the duration of this Agreement, and the Union agrees that there will be no strikes or other collective action which will stop or interfere with the service of the Employer for the duration of this Agreement. "Strike" and "Lockout" shall have the meanings as set out in the Ontario Labour Relations Act.

5.02 Persons and personnel not included in the Union's bargaining unit shall not perform work for the purpose of reducing bargaining unit hours of work. Such persons may do incidental bargaining unit work required in training bargaining unit employees, which has been mutually agreed upon by the parties or in providing emergency assistance.

- 5.03 The Employer shall not contract out any work performed by members of the bargaining unit if, as a result of such contracting out, a reduction in hours or a lay-off of any employee(s) results.

ARTICLE 6 – UNION REPRESENTATION

- 6.01 The employer will recognize up to three (3) Stewards and one (1) Chief Steward. The Union shall notify the employer in writing the names of these representatives and shall promptly notify the employer in writing of any changes in these names.
- 6.02 The Union will provide the Employer with the names of its representatives, Stewards and bargaining committee members, and shall maintain such list on a current basis. The Employer will provide the Union with the names of its management representative(s) and shall maintain such list on a current basis.
- 6.03 The Employer shall recognize a bargaining committee as appointed by the Union from members of this bargaining unit who have passed their probationary period, not exceeding a total number of four.
- 6.04 A Steward shall be granted time off, without loss of wages, when it is necessary to assist an employee in the presentation of a grievance, provided the Steward obtains the permission of his/her supervisor (which permission shall not be unreasonably withheld) prior to taking the required time away from work.
- 6.05 Members of the Union's bargaining committee may attend negotiation meetings, which take place during their hours of work, without loss of pay up to, but not including arbitration, subject to the following conditions:
- a) Payment shall be made if the employee misses a shift to attend a meeting. A shift missed shall be one on which the committee member is scheduled to work, between 11:00pm the day before the negotiation meeting and 11:00pm the day of the meeting.
 - b) The committee member(s), if scheduled to work, will notify their department supervisor as far in advance as possible.
- 6.06 A Union Representative shall not suffer any loss of pay, benefits or seniority while attending any meetings during regularly scheduled hours due to attendance at meetings with the Employer arising out of the Grievance Procedure and Labour Management Meetings.
- 6.07 Employees elected or appointed by the Union to attend Union seminars or conferences shall be granted leave by the Employer subject to the following:
- i) applications shall be made in writing at least two (2) weeks in advance of such leave (unless not possible to do so);
 - ii) the granting of such leave will not unduly affect the operation of the facility;

- iii) employees on such approved leave will receive pay for regularly scheduled hours lost as a result of the leave to a maximum of twenty-two and one-half (22 ½) hours pay in any calendar year;
 - iv) for leave above the maximum outline in (iii) above, the Employer agrees to continue to pay the employees on such approved leave, with the understanding that the Union will reimburse the Employer for the cost of wages upon receipt of an invoice.
 - v) During such leave an employee's wages, benefits, seniority and service will continue to accrue subject to (iii) and (iv) above.
- 6.08 (a) Where the Employer has information that is factually based that might lead to disciplinary action and in the judgement of the Employer an employee should be removed from the workplace while an investigation into matters takes place, the employee will be placed on a paid leave during the investigation period. The Employer will use its best efforts to investigate the allegations promptly and consistent with the requirements of Article 7.08.

Particulars of the alleged incident which resulted in the administrative suspension will be communicated promptly to the employee in question either in person or by telephone. A steward will be provided with these details within 12 hours and in any case no later than 24 hours after the Employer became aware of the alleged incident.

Once the investigation is complete, including any interviews of the employee under 6.08 (b), the Employer will notify the Union of the outcome. Where the result is a disciplinary suspension, the Employer will discuss the decision with the Union at the time the disciplinary suspension is communicated to the employee. The Employer may apply that discipline to the period of time spent off work during the investigation so that all or part of it may be paid or unpaid

- (b) An employee shall have the right to have a Steward present at any discussion with supervisory personnel where the subject matter of the discussion may lead to discipline of the employee being interviewed. Where a supervisor intends to interview an employee which may result in discipline, the supervisor shall notify the employee six (6) hours in advance of the purpose of the interview and inform them of their right to have Union representation. The employee shall have their choice of a Union representative who is currently at work and readily available.

An Employee may waive her right to six (6) hours notice where the Employer, the Steward and the Supervisor are available on shorter notice.

- 6.09 For all matters pertaining to the terms of this Collective Agreement, both the Union and the Employer have a right to have representatives employed outside the facility attend and participate in any meetings.

6.10 Correspondance

All correspondence between the parties, arising out of this Agreement or incidental thereto shall pass to and from the Administrator or his/her designate to the Local President and the Chief Steward when matters arise out of a grievance, mediation and arbitration process, with a copy to the National Representative of the Union. All correspondence shall be placed in an envelope when delivered at the Home.

ARTICLE 7 – GRIEVANCE PROCEDURE

7.01 It is the mutual desire of the parties that complaints of employees shall be adjusted as quickly as possible. It is understood that an employee has no grievance until she has first given her immediate supervisor an opportunity to adjust the complaint. Any complaint shall be discussed with the supervisor concerned at a time and place which has been mutually agreed by the supervisor and employee(s), within five (5) days after the circumstances giving rise to the complaint occurred or originated.

If the supervisor is unable to adjust the complaint to mutual satisfaction within five (5) days, the employee may proceed with the grievance procedure at Step 1 within five (5) days after the decision of the supervisor.

The parties to this agreement recognize the Stewards and Chief Steward as the Representatives through which employees shall process their grievances.

7.02 The reference to days exclude Saturdays, Sundays and public holidays. Time limits mentioned in this Article may be extended on consent of both parties in writing.

7.03 The Employer or the Union shall not be required to consider or process any grievance which arises out of any action or condition more than five (5) days after the subject of such grievance occurred. If the action or condition is of a continuing or recurring nature, the limitation period shall not begin to run until the action or condition has ceased.

7.04 A Group Grievance is defined as a single grievance, signed by a Union Representative and the employees affected who have the same complaint. Such a grievance must be dealt with at successive stages of the grievance procedure, commencing with Step 1. Should such a grievance be referred to arbitration, the matter shall be adjudicated as a group grievance.

7.05 A Policy Grievance is defined as a difference between the parties relating to the interpretation, application or administration of this Agreement. A policy grievance may be submitted by either party at Step 1 of the grievance procedure. A policy grievance submitted by the Employer shall be signed by the Employer or his representative.

7.06 Step 1 – An employee having a grievance must, accompanied by a Steward, submit the grievance to the Administrator in writing. The nature of the grievance, the remedy sought and the section(s) of the Collective Agreement which are alleged to have been violated shall be set out in the grievance. The Administrator will deliver their decision in writing within five (5) days after receipt of the grievance. Failing settlement, the next step of the grievance procedure may be taken.

7.07 Step 2 – The parties may mutually agree to meet with a Mediator to attempt to resolve an outstanding grievance. Should the grievance not be resolved with the Mediator, either party may submit the matter to Arbitration within fourteen (14) days of the Mediation meeting, or within fourteen (14) days of the Step 1 decision if Mediation is not used. The parties shall each pay one half the costs of the Mediator.

7.08 Discharge, Suspension and Discipline

An employee who has passed her probationary period may be dismissed or disciplined, but only for just cause, and only upon the authority of the Employer, as defined in this Agreement. Prior to the imposition of the discipline or discharge, an employee shall be given the reason in the presence of their Steward or Union Representative. Such employee and the Union shall be notified promptly in writing by the Employer with full disclosure of the reason for such discipline or discharge.

Discipline or discharge shall be acted upon within five (5) days of the occurrence becoming known by the Employer.

7.09 May Omit Grievance Steps:

An employee who has passed her probationary period and is considered by the Union to be wrongfully or unjustly discharged or suspended shall be entitled to a hearing under Article 7 – Grievance procedure commencing at Step 1.

7.10 No disciplinary record or adverse report shall be used against an employee beyond eighteen (18) months after the occurrence of the incident giving rise to the discipline or adverse report.

An employee(s) leaving the employment of the Employer will have the right to meet with the Employer to discuss the removal of any disciplinary record or adverse report remaining in their file prior to ceasing employment.

Leaves of absence in excess of thirty (30) calendar days will not count towards the time period noted above.

7.11 Personnel Records

An employee shall have the right to have access to and review his/her personnel file within twenty-four (24) hours of a written request made to the Administrator or designate. An employee shall have the right to make copies of any material contained in his/her personnel file. Any material contained in the employee file that the employee is not aware of shall be subject to the grievance and arbitration process.

ARTICLE 8 – ARBITRATION

- 8.01 If the parties fail to settle the grievance at Step 1 or Step 2 of the grievance procedure, the grievance may be referred to arbitration as follows.
- 8.02 The party requiring arbitration must serve the other party with written notice of the desire to arbitrate within fourteen (14) days after receiving the decision given at Step 1 or Step 2 of the grievance procedure.
- 8.03 If a party wishes to arbitrate a dispute, it shall indicate whether it wishes to have this done by a Sole Arbitrator or a Board of Arbitration.

The parties to the grievance shall select the Sole Arbitrator provided that such parties select an arbitrator within thirty (30) calendar days following receipt of either of notice that the party concerned in the appeal is prepared to proceed. Failing this, the parties shall proceed to a Board of Arbitration as prescribed herein.

If the party serving the notice opts for a board of Arbitration, the two parties shall each notify the other party of the name and address of its nominee within seven (7) days. If the nominees fail to reach an agreement on an arbitrator within thirty (30) calendar days of their appointment, either party to the dispute may request the Minister of Labour to appoint an arbitrator.

All references in this article to a Board of Arbitration shall equally apply to a sole arbitrator.

If a party wishes to arbitrate a dispute, it shall provide written notice as required in Article 8.02, and included in that notice it shall provide the names of at least two arbitrators for the other party to consider. All proceedings shall be before a sole arbitrator, unless the parties agree otherwise.

The party receiving notice must respond within twenty-one (21) calendar days either to accept an arbitrator suggested by the other party or to reject the suggestions and offer the names of at least two arbitrators for the other party to consider. If the parties are not able to agree to an arbitrator within thirty (30) calendar days following receipt of the notice under Article 8.02, then either of them may request an appointment of an arbitrator by the Minister of Labour. At any point in this process the parties may agree to extend time limits.

- 8.04 No person who has been involved in an attempt to negotiate or settle the grievance may be appointed as chairperson of an arbitration board or as sole arbitrator.
- 8.05 The decision of a majority is the decision of the arbitration board but if there is no majority, the decision of the chairperson of the arbitration board governs.
- 8.06 Notices of desire to arbitrate a dispute and of nomination of an arbitrator shall be served personally or by registered mail. If served by registered mail, the date of mailing shall be deemed to be the date of service.
- 8.07 If a party fails to answer a grievance at any stage of the grievance procedure, the other party may proceed to the next step of the grievance procedure as outlined up to and including arbitration.
- 8.08 The arbitrator shall not alter, add to, subtract from, modify or amend any part of this Agreement. This shall not prevent him/her from setting aside or modifying a penalty that he considers to be unjust or unreasonable.

ARTICLE 9 – PROBATIONARY PERIOD

- 9.01 Employees shall serve a probationary period of three hundred and seventy-five (375) hours worked. Upon completion of the probationary period, an employee shall obtain seniority with the seniority date being the employee's hiring date.
- 9.02 On or before the expiry date of an employee's probationary period, the Employer will confirm in writing that:
- a) the employee has successfully completed her probationary period; or
 - b) the employee is terminated and such termination shall not be subject to the grievance procedure.
 - c) A probationary employee who has been terminated during the probationary period may meet with the Employer to discuss their termination. The employee may request the presence of their Union steward and/or National Representative.

Probationary employees will be interviewed by a representative of management during the probationary period to discuss progress made to date and areas that require improvement.

ARTICLE 10 – JOB CLASSIFICATIONS, RATES OF PAY, RESPONSIBILITY ALLOWANCE AND CALL-INS

- 10.01 a) When a new classification (which is covered by the terms of this agreement) is established by the Employer, the Employer 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 challenged the rate, it shall have the right to request a meeting with the Employer to endeavor to negotiate a mutually satisfactory rate. Such request will be made within ten (10) days after the receipt of notice from the Employer 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 Employer. 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 rate for other classifications in the bargaining unit having regard to the requirement of such classification.
- b) New classifications and wage rates are to be established by mutual agreement between the parties.
- c) When the Employer makes a substantial change in the job content of an existing classification which in reality causes such classification to become a new classification, the employer agrees to meet with the Union if requested to permit the Union to make representation with respect to the appropriate rate of pay.
- d) Any change awarded or as a result of Arbitration, in the case of the new classification, shall be retroactive only to the date on which the Employer gave the Union notice of the new rate. In the case of a substantial change in job content, retroactivity shall be from the date the Union raised the issue, in writing, with the Employer.
- 10.02 a) Pay cheques will be issued on a bi-weekly basis to employees with direct deposit not later than noon on Tuesdays following the week to which the paycheque applies.
- b) Pay cheques shall clearly indicate the following information for employees:
- the employee's regular hourly rate of pay;
 - hours and earnings at the regular rate of pay;
 - hours and earnings at overtime rate of pay;
 - itemized deductions made from the pay.
- c) In the event that an employee has been underpaid by more than \$50.00 in a pay period, the Employer shall, within three (3) business days, supply the affected employee(s) with the appropriate amount. Depending on the

amount of the underpayment, the Employer, at its discretion, will provide the appropriate amount in either a cheque or cash.

10.03 When an employee reports for work in the usual manner as scheduled or as the result of a call-in, unless notified otherwise, and is then notified that no work is available, she shall be paid four (4) hours at her regular rate of pay.

- 10.04 a) The Employer will maintain a call-in list of all part time and term employees who have advised the Employer in writing of their availability for call-ins. Employees will be listed in order of seniority and call-ins shall be made by rotation through the list.
- b) Succeeding call-ins will commence with the employee listed next to the last employee to accept a call-in, and so on. The call-in list will be annotated by the person making the calls, noting not available, no answer, etc., so that a record of the calls made is available in case of dispute.
- c) An employee who is not home or who does not answer or who refuses a call-in shall not be called again until her name comes up again in the rotation in accordance to seniority.
- d) The Employer shall bypass on the list an employee who otherwise becomes eligible for overtime rates of pay for the call-in unless all employees available for the call-in are eligible for overtime rates of pay in which case the employee shall not be bypassed.
- e) Part-time employees hired after September 12, 2000 shall be required to make themselves available for a minimum of five (5) shifts per pay period including every other weekend.

Such newly hired part-time employees who repeatedly fail to meet this commitment save and except approved leaves of absence or unavailability which has been substantiated by a Doctor's health certificate, may be disciplined in accordance with the Collective Agreement.

- f) Current employees shall be covered under the Letter of Understanding regarding Part time Employees Call- ins.
- g) Current employees who have advised the Employer of their availability for call-ins shall continue to have their requests accommodated until they advise the Employer otherwise.

Notwithstanding the above, once the employee has amended their agreement regarding call ins, they shall disentitle themselves for special consideration of availability, unless the Employer can accommodate the employee's request.

This does not apply to employees hired after December 31, 1999.

10.05 Employees not on the call-in list shall be called for a staff shortage only if all employees on the list have been called without filling the shortage.

10.06 Employees on the call-in list shall, as much as possible, make themselves available for call-ins.

10.07 a) Call In, Start of Shift

When an employee is called in to work on a non-scheduled shift, or where the call-in is requested within one-half (1/2) hour of the start time of the shift, and the employee commences work within one and a quarter (1 ¼) hours of the call, the employee will be paid as if the entire shift had been worked.

b) Call In, Mid Shift

Employees called in for emergency replacement purposes after the shift has already commenced shall be paid from the time of the call-in provided said employee reports for work within one and one quarter (1 ¼) hours from the time he/she is called. If the employee does not report as stated above, he/she shall only be paid for actual hours worked.

c) Call-in Overtime Pay

Where a call-in will result in the Employer choosing to provide overtime pay as noted in Article 11.08, it shall normally be offered to employees on the call-in list provided an employee can satisfactorily perform the normal requirements of the job, on a rotating basis. This means that a call in will commence with the employee listed next to the last employee to accept a call-in, and so on. The call-in list will be annotated by the person making the calls, noting not available, no answer, etc., so that a record of the calls made is available in case of dispute.

For overtime call-ins, employees will be called in using the process above, in the following order based on seniority;

- a) Full-time employees in the classification
- b) Part-time employees in the classification
- c) Full-time employees in a different classification within the same department
- d) Part-time employees in a different classification within the same department

If an error in the application of this provision occurs, the parties agree that the remedy shall be limited to the offer of the next appropriate overtime shift once notice of the error is provided to the Employer by the Union.

10.08 The Employer will make every attempt to fill foreseen and unforeseen staff shortages.

- 10.09 If an employee is called back to work after having left the premises, she shall receive a minimum of four- (4) hours' pay at the appropriate rate of pay.
- 10.10 On any shift or a portion of a shift, when the Director of Care is not available, the Care Coordinator designated by notification on work schedule is to be paid one dollar (\$1.00) per hour premium for all hours as responsibility pay. If not in facility RN on floor will receive a one dollar (\$1.00) per hour premium. If Special Projects Nurse is taking over D.R.C. position for vacation, this person will receive one dollar (\$1.00) per hour premium.
- 10.11 Whereas the parties discussed in negotiations the need to have a Director of Care on duty as required by the Ministry of Long Term Care;

And whereas the Employer and the Union wish to be compliant with Ministry Policy;

The Union agrees that interested Registered Nurses who put their name forward to be on standby for additional shifts shall be paid the amount of \$2.50 per hour for weekdays and \$3.50 per hour for weekends and paid holidays while on standby;

If a shift becomes available as a result of an emergency or other reasons as agreed upon by the Union, the Registered Nurse on standby shall be called to work the hours and shall be paid the premium under Art 10.10 for all hours worked.

Should the Nurse on standby be unable to work due to a personal illness or other personal emergency as defined under the Employment Standards Act, she shall advise the designated person in charge of the facility and will be relieved of the obligation to work.

- 10.12 For the purpose of wage progression within job classifications, 1900 hours worked shall constitute one (1) year for full-time employees and 1404 hours worked shall constitute one (1) year for part-time employees. Hours worked shall include all hours for which wages are paid whether worked or not.
- 10.13 When the Employer hired a R.N. or R.P.N. or Graduate Nurse to work outside their professional classification in the Nursing Department, they shall be paid the Health Care Aide rate.
- 10.14 If an employee is promoted to a higher ranking position, such employee shall be paid the rate in the higher classification that is next above the employee's own rate and the employee shall progress through the grid scale recognizing their date of transfer.

10.15 Recognition of Previous RN/RPN Experience

The employer will recognize recent long-term care experience on the basis of one (1) annual increment for each one (1) years of pre-employment service up to the maximum of the grid.

Part-time pre-employment service will be recognized on the basis of fifteen hundred (1500) hours paid in previous employment equals one (1) year of service.

It shall be the responsibility of a newly hired employee to provide reasonable proof of recent long-term care experience in order to be considered for salary increment, and if she fails to do so, she shall not be entitled to recognition.

If an RN/RPN fails to tender reasonable proof in support of her claim within 60 days of commencing employment, she shall not be entitled to any retroactive payment under this article.

- 10.16 a) Where any employee is required to perform duties of a higher ranking bargaining unit position, such employee shall be paid the rate in the higher classification that is next above the employee's own rate.

This provision shall include a Registered Practical Nurse (R.P.N.) who is replacing a **unionized** Registered Nurse (R.N.) when there is no **unionized** Registered Nurse in the building **working or assigned in the position/job**.

Where an employee is required to work in a position of lesser ranks, such employee shall receive no reduction in their regular rate of pay.

- b) Where an employee is required to perform the duties of a position outside the bargaining unit for a period of four (4) weeks or more, the employee shall be advised of the rate of pay prior to commencing such duties.

ARTICLE 11 – HOURS OF WORK, WORK SCHEDULES AND OVERTIME

- 11.01 a) Full-time employees shall consist of those persons who are regularly scheduled to work twenty-eight (28) hours per week or more.
- b) Part-time employee shall consist of those employees who are regularly scheduled to work less than twenty-eight (28) hours per week. These employees are employed for purposes which include the efficient operation of the posted shift schedules, providing coverage on the days on which other employees are off, and replacing full and part time employees who are unable to work their regularly scheduled shifts for any reason.
- c) Term employees shall consist of those persons who have been hired from outside the bargaining unit to fill a temporary position which has not been filled under Article 12 and will not exceed twelve (12) months, unless

agreed otherwise. These employees shall receive the benefits which are provided to part time employees. They shall accumulate hours of work and shifts of work towards the completion of probation but they shall not complete probation while working as a term employee whether or not they exceed the threshold of hours or shifts worked which is provided in 9.01. Once a term employee completes an assignment in a temporary position, if there is a vacancy in the bargaining unit which is not filled under Article 12, she may apply for the vacancy. If, in the opinion of the Employer, the term employee is qualified to do the work it may award the position to her. Upon commencing the position, whether full or part time as provided above, she will be on probation until she completes the hours or shifts requirements of Article 9.01, but with full credit for the hours or shifts she has worked as a term employee.

- d) An "unscheduled part-time employee" means an employee who is called to work on a call-in basis, but who does not work a regular schedule, or does so only for a specified period. Such employees shall provide, on an ongoing basis, availability to be called in and/or pre-scheduled for any shift (after regular part-time staff have been exhausted). Such employee has the option of refusing work when it is available to them, however, unscheduled part-time employees must be available and work at least one weekend in four and be available and work one of either Christmas or New Year.
 - e) Nothing in this Article shall be construed as a guarantee of hours of work.
- 11.02 a) A regular shift shall be defined as seven and one-half (7½) hours exclusive of an one-half (1/2) hour unpaid meal break.
- b) For the RPN/RN in charge of the building who cannot leave the premises, the regular shift shall be defined as eight (8) hours inclusive of a one-half (1/2) hour meal break paid at straight time.
 - c) The Employer agrees that it will not arbitrarily change the shift times or the duration of the shifts. If the Employer believes reasonable cause exists to change the shift times or the duration of the shifts, the Employer will first advise the Union of the need to change the shift times or the duration of the shifts, will meet and discuss with the Union these reasons, if requested by the Union, and will provide the employees with at least four (4) weeks notice of the change following the discussion with the union, if requested.
 - d) Employees in the classification shall have their preference of shifts in accordance with seniority and providing there is available work in the shift requested. Notwithstanding the foregoing, employees shall be scheduled with the higher seniority employees receiving equal to or more scheduled hours than those employees with less seniority. Vacancies on shifts shall be posted in accordance to Article 12.

- e) It is agreed and understood that the Employer may schedule full-time employees on shifts other than their preferred shift for a maximum duration of four (4) weeks in any calendar year.
- f) Part-time employees shall only be required to work a maximum of two (2) of the three (3) shifts in a bi-weekly period.
- g) No more than five (5) consecutive days of work shall be scheduled without time off except by mutual agreement between the Employer and the employee(s) involved.
- h) At no time shall an employee be required or requested to work more than sixteen (16) consecutive hours in a twenty-four (24) hour period unless due to circumstances of emergency and provided the employee is able and willing to work the additional hours.
- i) Consecutive days off will be scheduled wherever it is reasonably possible to do so. Where an employee works five (5) consecutive days they will be granted two (2) consecutive days off unless agreed otherwise.

11.03 The Employer will allow qualified employees the opportunity to exchange shifts or days of work provided the employee completes the appropriate forms and submits those forms to the Employer within four (4) days unless such notice is not reasonably possible, of the requested change, the exchange does not create any extra cost for the Employer, and the individuals that exchange the shifts in turn work for one another in a reasonable period of time. It is specifically noted that the Employer assumes no obligation for any overtime payment arising because of exchanged shifts. The Employer reserves the right to reject requests that do not meet the criteria listed.

11.04 Special Circumstances Scheduling

The Employer and the Union may agree to adjust the schedule of a full time employee who normally works 75 hours bi-weekly to enable an average bi-weekly work assignment of 60 to 75 hours.

Such arrangement shall apply only to an individual, not to a position or otherwise. Issues related to vacation, paid holidays and benefit coverage will be determined by the Employer and the Union. The employee will otherwise retain full time status.

Any arrangement may be discontinued on notice as provided within the agreement, In the event an affected employee resigns, transfers, is laid off or terminated, the arrangement will end immediately, and the full time position would be posted, unless the parties agree otherwise.

All arrangements are based on individual circumstances and each agreement is without prejudice or precedent.

11.05 All employees shall be given every second (2nd) weekend off. This clause shall not apply to any employee who wishes to work more than the number of weekends herein provided.

11.06 All employees shall be entitled to a fifteen- (15) minute rest period with pay in each half shift.

11.07 All meal breaks and coffee breaks shall be uninterrupted. If, due to any emergency, an employee starts a break late or her break time is interrupted, her break time will be extended or rescheduled, as the case may be.

11.08 a) All employees are entitled to lunch and rest periods based on hours scheduled to work in accordance with the following:

	<u>Paid</u>	<u>Unpaid</u>
● Shift of 4 hours or less	1	None
● Shift of more than 4 hours but less than 6	1	30 minutes
● Shift of 6 hours or more	2	30 minutes

b) When an employee is requested to work overtime and provided that the employee works the overtime, the employee will be entitled to additional break periods as follows:

- (i) Where the employee works less than four (4) hours, the employee is not entitled to any break.
- (ii) Where the employee works more than four (4) hours but less than six (6) hours the employee will be entitled to one (1) paid break as close to the mid-point of the overtime as can be reasonably anticipated and a further thirty (30) minute unpaid break not later than the completion of five (5) hours.
- (iii) Where the employee works more than six (6) hours the employee will be entitled to two (2) paid breaks as close to the mid-points of the overtime as can reasonably be anticipated and a further thirty (30) minute unpaid break not later than the completion of five (5) hours.
- (iv) where a registered staff works the midnight shift (10pm-6am) they will be paid for their rest periods and lunch period.

11.09 Employees shall be paid an overtime rate of pay of one and one-half (1 ½) time the regular rate of pay based on the following schedule:

For Charge Nurses who cannot leave the premises, for all hours or part of an hour worked in excess of eight (8) hours in a twenty-four (24) hour period, more

than eighty (80) hours in a two (2) week pay period or on more than seven (7) days in succession.

For all other employees for all hours or part of an hour worked in excess of seven and one-half (7 ½) hours in a twenty-four (24) hour period, or more than seventy-five (75) hours in a two (2) week pay period or on more than seven (7) days in succession. No employee will be required to work overtime if a reasonable explanation is provided.

- 11.10 There shall be no pyramiding of overtime rates or paid holiday premium, etc.
- 11.11 During the changeover from daylight savings time to standard time, and vice-versa, employees will be paid for hours actually worked, whether at straight time or overtime rates.
- 11.12 Lunch periods are to be allowed and will not be interrupted except in cases of an emergency.
- 11.13 Where an employee works four (4) or more hours between the hours of 2:30 p.m. and 6:30 a.m. they shall be paid a shift premium of thirty cents (35¢) for all hours worked.

Where an employee requests in writing to work evening and/or night shifts, then the Employee shall not be entitled to shift premium.

- 11.14 Upon notifying the supervisor of the department on shift, employees will be free to leave the Homes' premises during an unpaid break.

When an employee leaves the premises during a shift, after notifying her supervisor she must punch out when leaving the premises. When returning she must punch in and then notify her Supervisor of her return.

- 11.15 Weekend Premium

In addition to shift premium, effective **the first two (2) full pay periods following the date of the Award (July 18, 2025), thirty-five cents (\$0.35)** per hour worked weekend premium payable on the hours worked between 10:30pm Friday and ending 10:30pm on Sunday.

ARTICLE 12 – VACANCIES AND JOB POSTINGS

- 12.01 The Employer shall post all vacancies covered by this Collective Agreement (including new classifications) that are expected to be for a period of forty-five (45) calendar days or longer and indicate;

- a) the job classification, the department and current wage rate;

- b) the starting date;
- c) the shift to be worked and the normal number of shifts per period;
- d) whether the position is full-time or part-time;
- e) whether the position is temporary or permanent;
- f) the qualifications necessary to perform the normal requirements of the job.

12.02 Applications for job vacancies will be accepted from either full-time or part-time employees, but they will be considered in the following order:

- a) when filling a vacancy, the Employer will award the position to the most senior applicant who is qualified to perform the required work.

12.03 The Employer can temporarily fill a vacancy during the posting period outlined in this Article.

12.04 a) Vacant positions shall be posted for at least seven (7) consecutive days. Applicants must apply in writing to the supervisor in charge before the end of the posting to indicate that they are interested in the vacant position. The posting procedure shall be followed for all bargaining unit vacancies before any new employees are hired.

- b) The job vacancy posting procedure shall only apply to the initial vacancy and the second vacancy arising from a successful employee applicant to the first vacancy. Any further vacancies arising from the initial postings shall be filled by the Employer with due regard to preference for the most senior employee with the qualifications to perform the required work and who is willing to fill the further vacancy.

12.05 An employee who fills a temporary position shall return to her former position without loss of seniority when the temporary position has expired. Any other temporary position shall also be returned to her former position without loss of seniority.

12.06 Transfers and promotions are subject to a thirty- (30) shift trial period. If during that trial period the employee does not perform her duties to satisfaction, or if the position is not satisfactory to the employee, she will be returned to her former position, as will any other employee transferred or promoted as a result of the first promotion.

ARTICLE 13 – VACATIONS AND VACATION PAY

13.01 Employees shall receive an annual vacation with pay in accordance with the following provisions:

13.02 Vacation will be based on seniority as of December 31st of the calendar year:

Less than one (1) year

- One (1) day/month to a maximum of ten (10) workdays with vacation pay of four (4) percent.

One (1) year of service or more, but less than three (3) years of service

- Two (2) weeks with vacation pay of four (4) percent of the employee's gross earnings during the preceding year.

Three (3) years of service or more, but less than eight (8) years of service

- Three (3) weeks with vacation pay of six (6) percent of the employee's gross earnings during the preceding year.

Eight (8) years of service or more, but less than fifteen (15) years of service

- Four (4) weeks with vacation pay of eight (8) percent of the employee's gross earnings during the preceding year.

Fifteen years (15) of service or more, but less than twenty-three (22) years of service

- Five (5) weeks with vacation pay of ten (10) percent of the employee's gross earnings during the preceding year.

Twenty-three (23) years of service, but less than twenty-eight (28) years of service

- Six (6) weeks with vacation pay of twelve (12) percent of the employee's gross earnings during the preceding year.

Twenty-two (22) years of service, but less than twenty-eight (28) years of service

- Six (6) weeks with vacation pay of twelve (12) percent of the employee's gross earnings during the preceding year.

Twenty-eight (28) years of service or more

- Seven (7) weeks with vacation pay of fourteen (14) percent of the employee's gross earnings during the preceding year. Effective vacation year 2018.

13.03 Vacation pay will be calculated at the appropriate percentage rate on the gross earnings of the employee.

13.04 Vacation pay proportionate to the vacation days being taken will be paid by direct deposit to an employee one (1) pay period prior to the beginning of his/her vacation period, provided the employee so requests in writing at least two (2) pay periods in advance of the vacation.

In addition to payment at the time of taking vacation as provided above, part-time employees may apply for a full or partial payout of their vacation bank on the first pay in March and/or the first pay day in June of each year, request for payment must be submitted in writing no later than seven (7) days prior to the pay day to permit processing of the request. In any case, all amounts accrued and payable

in the vacation bank of a part-time employee shall be paid with the second pay in the month November. No employee shall be permitted to have access to vacation pay prior to the time at which it is payable.

- 13.05 Vacation schedules will be posted on May 1st of each year and shall remain posted until May 15th. Employees shall indicate their preference for vacation during this posting, for vacation period June 1st of the current year to May 31st of the following year. Requests for vacation which are submitted prior to May 1st will not be granted. Where two (2) or more employees in the same department request the same vacation period and the conflict cannot be resolved, seniority shall govern. The final schedule shall be posted by June 1st
- 13.06 Vacation time shall not be accumulated from year to year. Employees shall, if requested, be entitled to take up to one (1) week's vacation per vacation year in increments of one (1) day or more. All other vacation accumulation shall be taken by employees in minimum seven (7) calendar day periods.
- 13.07 Where an employee's scheduled vacation is interrupted due to a serious illness requiring the employee to be an in-patient in a hospital, the period of such hospitalization shall be considered sick-leave provided the employee provides a satisfactory documentation of the illness and the hospitalization. The portion of the employee's vacation, which is deemed to be sick leave under the above provision, will not be counted against the employee's vacation credits.
- 13.08 The Employer shall endeavour to provide employees with either the weekend off before vacation or the weekend off immediately after vacation. Where possible (subject to operations of the home) the Employer will endeavour to provide both weekends off.

ARTICLE 14 – PAID HOLIDAYS

- 14.01 All employees shall be eligible, subject to the further provisions in this Article, for paid holidays in accordance with the following schedules:

Full-time Employees:	Part-time Employees:
New Year's Day	New Year's Day
Good Friday	Good Friday
Easter Monday	Easter Monday
Victoria Day	Victoria Day
Canada Day	Canada Day
Civic Holiday	Civic Holiday
Labour Day	Labour Day
Thanksgiving Day	Thanksgiving Day
Christmas Day	Christmas Day
Boxing Day	Boxing Day

- 14.02 Each of the above holidays shall be observed on the day upon which it falls unless otherwise declared by the Government of Canada or the Province of Ontario.

- 14.03 a) Full time employees who are eligible for the paid holidays shall receive a regular day's pay for the day.
- b) Part-time employees who are eligible for the paid holidays shall receive pay for the holiday(s) in proportion to the hours they work in a regular full-time work week, averaged as follows:

Employee's total amount of regular wages and vacation pay payable in four (4) weeks before the work week in which the pre holiday occurs divided by 20.

- 14.04 a) If an employee is eligible for a paid holiday and works on the paid holiday she shall be paid one and one-half (1 ½) times her regular rate of pay for all hours worked on the day in addition to her pay for the holiday as outlined in Article 14.03.
- b) A full time employee may elect to not take the pay for a holiday worked and only take the one and one-half (1 ½) times her regular rate of pay, and then take a day in lieu of work with her earned rate of pay for the holiday within sixty (60) days after the paid holiday in question. Employees opting for such an in lieu of day shall inform the Employer prior to working the paid holiday. If an employee does not take the lieu day within the time limit established above, she shall forfeit the day of leave, however she shall receive the pay for the lieu day on next pay day.
- c) If an employee is not eligible for a paid holiday and works that day, she shall receive one and one-half (1 ½) times her regular rate of pay for all hours worked on the holiday.
- d) In determining eligibility for premium holiday pay, the majority of hours of the shift worked must fall on the holiday.

14.05 Eligibility for a paid holiday shall be determined by:

- a) Employees must have completed their probationary period or three (3) month's employment, whichever comes first.
- b) An employee must report for work on her last scheduled shift (including a shift accepted via a call-in or a mutual exchange) before the paid holiday and on her first scheduled shift after the paid holiday. This restriction shall not apply if the employee is absent on one or both of her qualifying days due to illness or accident.
- c) Employees who are off work for whatever reason more than two (2) weeks prior to the holiday or two (2) weeks after the holiday shall not be eligible for the holiday pay unless they are on vacation, in which case they will either receive an extra workday off with pay consecutive with their vacation time or an extra day's pay, at their discretion.

- 14.06 a) The Employer shall endeavour to provide all employees not less than three (3) days off at either Christmas or New Year's, unless the employee requests fewer days off. Each year the Employer will post a form on which all employees may express their requests to be scheduled off work either on the Christmas or New Year's holiday. Based on these requests, the Employer will endeavour to schedule employees off work at either one of the holidays. Where all requests cannot be accommodated for the employees in a job class, then requests will be granted in order of seniority. Employees whose requests cannot be granted will be scheduled off on the alternative holiday, in order of seniority, to the extent that the Home can do so and maintain levels of staff.

Should there be additional shifts available within specific departments, senior employees will be offered the option of having both holidays off.

- b) To accommodate the scheduling during this period, the scheduling rules in this agreement may be suspended for the period of December 15th to January 7th.

ARTICLE 15 – FLOAT DAYS

- 15.01 All employees shall be eligible, subject to the further provisions in this Article, for float days. Full-time employees shall receive two (2) float days and part-time employees shall receive one (1) float day.

A part time employee while temporarily filling a full time position shall be entitled to a second float day every six (6) months, to a maximum of two (2) float days in total per calendar year.

- 15.02 a) Full-time employees who are eligible for float days shall receive a regular days' pay for the day.
- b) Part-time employees who are eligible for a float day shall receive pay for the float day in proportion to the hours they work in a regular full-time work week, averaged as follows;

Employee's total amount of regular wages and vacation pay payable in the four (4) weeks before the work week in which the float is taken, divided by 20.

- 15.03 Employees entitled to a float day may take it at their discretion during the applicable calendar year, with pay as outlined in Article 15.02, provided the employee gives her supervisor at least two (2) weeks notice in writing on the Employer Request Form prior to the posting of the schedule during which the proposed float holiday is to occur. An employee's request to schedule a float holiday will not be unreasonably denied. The Employer shall not decline to grant the date chosen and substitute another day in its place. An employee shall not be permitted to take a float day on the day requested if that results in another employee working and being paid at overtime rate of pay.

ARTICLE 16 - SENIORITY

- 16.01 Seniority is the ranking of employees in accordance with their length of employment with the Employer within the various job classifications.
- 16.02 The Employer shall maintain a Seniority List and make a copy available on the bulletin board and to the Union on January 15th and July 15th of each year.
- 16.03 Seniority for the purpose of vacancy posting and layoffs only shall be the original date of hiring at Regency Park Nursing Home.
- 16.04 An employee's seniority rights shall cease to exist and the employee shall be deemed to have terminated employment if an employee:
- a) voluntarily quits the employ of the Employer;
 - b) is discharged and such discharge is not reversed through the grievance procedure;
 - c) fails to report on the first day following the expiration of a leave of absence unless a justifiable reason is given;
 - d) is laid off for a continuous period of more than twenty-four (24) months;
 - e) is absent for two (2) consecutive working days without having notified the Employer unless a justifiable reason is given;
 - f) retires or is retired;
 - g) is absent from work for more than thirty-six (36) months by reason of illness or other physical disability, without a reasonable prospect of return to work.
- 16.05 a) Employees who are laid off shall continue to accrue seniority for the first six- (6) months of the layoff. After this time their accumulated seniority shall be frozen.
- b) Employees who are off work due to illness, non-job related injury or a Workplace Safety and Insurance Board compensable illness or injury shall continue to accrue seniority for the first twelve (12) months of the leave. After this time their accumulated seniority shall be frozen.
- 16.06 a) The parties agree to co-operate in establishing a return to work program for employees who are unable to perform their regular duties due to a Workplace Safety and Insurance Board compensable illness or injury.
- b) It is understood that light duty employment will be assigned only in addition to the regular number of staff scheduled to work regular duties in the department or on the shift.

- c) An employee recovering from a W.S.I.B. compensable injury or illness will, under no circumstances, be assigned light duties or any other adjusted work duties without the permission of a medical doctor.

ARTICLE 17 – LAYOFFS

17.01 Layoffs shall be defined as a reduction in the available work force or a reduction in the hours of work as defined in Article 11.01(a).

- a) In the event of a proposed lay-off of a permanent or long-term nature of thirteen (13) weeks or more, the Employer will provide the Union with at least six (6) weeks' notice. This notice is not in addition to required notice for individual employees.
- b) In the event of a lay-off of a permanent or long-term nature, the Employer will provide affected employees with notice in accordance with the Employment Standards Act. However, the Employment Standards will be deemed to be amended to provide notice to the affected employees as follows:
- if her service is greater than 9 years: 9 weeks notice
 - if her service is greater than 10 years: 10 weeks notice
 - if her service is greater than 11 years: 11 weeks notice
 - if her service is greater than 12 years: 12 weeks notice
- c) In the event of a proposed lay-off of a short term nature of thirteen (13) weeks or less, the Employer will provide the Union with at least two (2) weeks notice. This notice is not in addition to required notice for individual employees.

In the event of a lay-off of a short term nature, the Employer will provide affected employees with notice of at least two (2) weeks.

17.02 Prior to the layoff of any regular full-time or part-time employee, the Employer shall first terminate the employment of temporary and probationary employees.

17.03 Lay-Off Procedure

- a) In the event of lay-off, the Employer shall lay off employees in the reverse order of their seniority within their classification, provided that there remain on the job employees who have the ability and qualifications as required by law to perform the work.

- b) An employee who is subject to lay-off shall have the right to either:
 - (i) accept the lay-off; or
 - (ii) displace an employee who has lesser bargaining unit seniority and who is the least senior employee in a lower or identical paying classification in the bargaining unit if the employee originally subject to lay-off is qualified, as required by law, and can perform the duties of the lower or identical paying classification without training other than orientation. Such employee so displaced shall be laid off.

NOTE: An identical paying classification shall include any classification where the straight time hourly wage rate at the level of service corresponds to that of the laid off employee's straight time hourly wage rate.

In the event that there are no employees with lesser seniority in lower or identical paying classifications as defined in this Article, a laid off employee will have the right to displace an employee with lesser seniority, who is the least senior employee in a classification where the straight time hourly rate at the level of service corresponding to that of the laid off employee is within 5% of the laid off employee's straight time hourly rate provided she is qualified for and can perform the duties without training other than orientation. Such employee so displaced shall be laid off.

The decision of the employee to choose (i) or (ii) above shall be given in writing to the Administrator within one calendar week following the notification of lay-off. Employees failing to do so will be deemed to have accepted the lay-off.

17.04 Recall Rights

- a) An employee shall have opportunity of recall from a layoff to an available opening, in order of seniority, provided she has the ability and qualifications as required by law to perform the work before such opening is filled on a regular basis under a job posting procedure. The posting procedure in the collective agreement shall not apply until the recall process has been completed. In determining the ability and qualifications of an employee to perform the work, the Employer shall not act in an arbitrary manner or unfair manner.
- b) An employee recalled to work in a different classification from which she was laid off shall have the privilege of returning to the position she held prior to the lay-off should it become vacant within six (6) months of being recalled.
- c) An employee who has been displaced into a different classification shall have the privilege of returning to the position she held prior to the displacement should it become vacant within six (6) months of being displaced if there is not a qualified employee on lay-off to be recalled.

- d) No new employee 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) It is the sole responsibility of the employee who has been laid off to notify the Employer of his intention to return to work within three (3) working days (exclusive of Saturdays, Sundays and Paid Holidays), after being notified to do so by registered mail, addressed to the last address on record with the Employer (which notification shall be deemed to have been received on the second date of mailing) and return to work within ten (10) working days after being notified. The notification shall state the job to which the employee is eligible to be recalled and the date and time at which the employee shall report for work. The employee is solely responsible for his proper address being on record with the Employer.
- f) Employees on lay-off or notice of lay-off shall be given preference for temporary vacancies which are expected to exceed fifteen (15) days of work. An employee who has been recalled to such temporary vacancy shall not be required to accept such recall and may instead remain on lay-off. This provision supersedes the job posting provision.
- g) A laid off employee shall retain the rights of recall for a period of twenty-four (24) months.

17.05 Benefits on Lay-Off

In the event of a lay-off, provided the employee deposits with the Home her share of insured benefits for the succeeding month (save for weekly indemnity for which laid off employees are not eligible), the Employer shall pay its' share of the insured benefit premium for a period up to three (3) months from the end of the month in which the lay-off occurs, or until the laid off employee is employed elsewhere, whichever comes first.

ARTICLE 18 – INSURANCE/SICK-DAYS

18.01 Upon completion of the probationary period the Employer shall enroll full-time employees in the following insurances and pay the indicated premium costs with any applicable remaining premium cost deducted from the employee's pay:

- a) 100% Life Insurance for employee at an amount of \$25,000.
- b) 100% Dental Plan equivalent to Blue Cross No. 9 for employee and eligible dependents at the current O.D.A. rate of coverage; limit fluoride treatment to persons under 18 years of age. Recalls for persons 18 years of age and older shall be every nine (9) months.

100% of Prescription Drug Plan for employee and eligible dependents, \$3.00 co-pay; no deductible. The Drug Plan requires generic drugs to be substituted for drugs covered by the Plan unless otherwise prescribed by the employee's physician.

Reimbursement for prescribed drugs covered by the Plan will be based on the cost of the lowest cost 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.

- c) **Effective one (1) full calendar month following the date of the Award (July 18, 2025), the Employer will pay one hundred percent (100%) of a Vision Care Plan, inclusive of eye examinations to a maximum of four hundred dollars (\$400) every twenty-four months per person every two (2) years for employee(s) and eligible dependents.**
- d) The Employer will pay 100% coverage for up to two (2) pairs of surgical stockings per calendar year. The Employer may self ensure for this particular benefit.
- e) Hearing Aids - \$500 every five (5) years per beneficiary; Hair pieces - \$300 per lifetime per beneficiary where required as a result of illness.
- f) Any paramedical Coverage – chiropractor, osteopath, naturopath, podiatrist, acupuncturist, registered massage therapist, speech therapist, psychologist, and physiotherapist - \$500.00 per calendar year per beneficiary after medical referral.
- g) Orthotics - \$300 every twenty four (24) months, per beneficiary, after medical referral.

18.02 Upon completion of the probationary period the Employer shall enroll part-time employees in any or all of the above insurance package items applicable at the time at the part-time employee's choice. The Employer shall pay fifty percent (50%) of the applicable full-time employee cost for any insurances chosen by a part-time employee, with the remaining premium cost deducted from the part-time employee's pay.

18.03 If a part-time employee is filling a full-time temporary vacancy for forty-five (45) calendar days or more she shall receive the insurance package paid in accordance to Article 18.01 subject to the late enrollment and reenrollment provisions of the insurance policy if any, for the entire duration of the temporary assignment. At the completion of the temporary assignment, the employee shall revert to their previous coverage.

18.04 The Employer will pay the insurance premiums for an employee and eligible dependents for three (3) months following the month in which an employee ceased work for reason of layoff, illness, or non-job related injury.

The Employer shall pay for employees who are off work due to Workers' Compensation compensable illness the insurance premiums for twelve (12) months in which an employee ceased work.

For absences longer than above employee(s) shall have the option to continue benefits as outlined under Article 18.01 at their own expense.

18.05 Sick-days

Upon completion of their probationary period all employees shall accumulate sick-day credits retroactive to their date of hiring based on the following schedule:

- a) Full-time employees shall accumulate sick-day credits at one and one-half (1 ½) days per month.
- b) Part-time employees shall accumulate sick-day credits at one (1) day for every one-hundred and forty (140) hours worked.

18.06 a) Sick-days can be accumulated to a maximum of eighty (80) days per employee.

- b) On the pay day which immediately follows June 30th in a year, if **requested by the employee**, the Employer will provide each employee with the number of hours in her bank as of the end of the pay period covered by that pay day.

18.07 When sick-leave pay is claimed by an employee, the Employer reserves the right to request a medical certificate from any employee who has been absent and failure to provide such certificate, if required, may disentitle the employee to sick-leave payment for said illness. The Employer agrees that it will not request such medical certificate in all cases, but rather such requests shall be made by the Supervisor only where an employee's absence due to illness has become questionable.

Save and except Workplace accidents, hospitalization, or medical procedures which have been substantiated by a Doctor's certificate, when an employee is absent for six (6) or more occasions of a different claim within the calendar year they shall not be paid for the first (1st) day of illness for the remainder of the calendar year unless exempted as per the conditions as stated above.

18.08 An employee who is absent from work as a result of illness or injury sustained at work and who has been awaiting approval of a claim for WSIA benefits for a period longer than one (1) complete pay period, may apply to the Employer for payment equivalent to the lesser of the benefit she would receive from WSIB if her claim was approved, or the benefit to which she would be entitled under the sick leave plan, Article 18.

Payment will only be provided if the employee provides evidence of disability satisfactory to the Employer and a written undertaking satisfactory to the Employer that any payments will be refunded to the Employer from any loss of earnings benefits that are paid under her claim and within fifteen (15) days after those payments are received by the employee.

If the claim for the WSIA Benefits is not approved, the monies paid as an advance will be applied towards the benefits to which the employee would be entitled under the sick leave plan, Article 18. Any payment under this provision will in any case cease once an employee's sick-day credits are exhausted.

18.09 If the Employer has paid sick-leave pay for any injury or illness for which any third party is or may be liable for damages, the employee will be required to refund to the Employer for the benefit paid by the Employer. Payments will be refunded to the Employer from any settlement funds or judgement proceeds that are paid within fifteen (15) days after those payments are received by the employee.

18.10 The Employer shall have the right to change carriers of benefit coverage herein, at its discretion, subject to benefit coverage and services being comparable or better than existing coverage.

The Employer will provide the Union with the policies with respect to changed benefit coverage for review prior to the implementation of such change.

18.11 Eligible dependants shall be the employee's spouse and/or children who are not covered by the insurance via another Employer.

18.12 Sick-days will be paid by the Employer for legitimate personal illness or non-job related injury of an employee for scheduled work days missed including mutual exchange days made prior to the absence from work but not for days given away, call-in shifts not worked due to illness or workers compensable days.

ARTICLE 19 – PENSION PLAN

19.01 Each eligible employee covered by this Collective Agreement shall contribute from each pay cheque an amount equal to four (4) percent of applicable wages to the Nursing Homes and Related Industries Pension Plan (the "Plan"). The Employer shall match such contributions, the amount being four (4) percent of applicable wages.

19.02 The definition of "applicable wages" for the purpose of determining contributions to the Plan shall be the basic straight-time wages for all hours worked including straight-time holiday pay and vacation pay. All other payments of any nature are hereby excluded.

19.03 "Eligible employees" shall mean all full-time and part-time employees in the bargaining unit, who have completed 975 hours of service.

19.04 The parties agree to be bound by the terms of the Agreement and Declaration of Trust for the Nursing Homes and Related Industry Pension Plan dated February 13, 1990 and the terms of the Pension Plan adopted by the trustees, both as may be amended from time to time, and as appended in Schedule B.

ARTICLE 20 – UNIFORM ALLOWANCE

20.01 Kitchen staff shall be provided with aprons and hair nets (or facial) as required, free of charge.

20.02 Employees shall receive uniform and shoe allowance at the following rate:

Full-time:	\$11.00/month
Part-time:	\$7.00/month

The allowance will be paid out to employees annually in a lump sum, via a separate cheque, on the second pay in January of the year following the year to which the allowance applies.

ARTICLE 21 – LEAVES OF ABSENCE

21.01 a) An employee who has completed probation shall be entitled to a leave of absence without pay and without loss of seniority when the employee requests it. A request for a leave of absence shall not be unreasonably refused.

b) An employee who wishes to have an absence shall, except in cases of emergency, state her request in writing four (4) weeks prior to the commencement of the requested leave of absence to her supervisor. The request shall include the commencement date of the requested leave of absence, the return date to work and the reason for the request. Leaves of absence will not be granted to probationary employees.

21.02 Employees who are on leave of absence will not engage in gainful employment elsewhere without agreement of the Employer. An employee who violates this rule will forfeit all seniority rights and may be dismissed by the Employer.

21.03 An employee who overstays her leave of absence shall be considered to have terminated employment unless she has obtained permission from the Employer or provided the Employer with a satisfactory explanation.

21.04 Unless stated otherwise in this Collective Agreement, an employee on a leave of absence shall become responsible for total payment of insurance or premiums on the first day of the following month after the commencement of the leave of absence. The employee becomes responsible for total payment for the full month. The Employer shall become responsible for payment only on the first day of the month following return to work. On the first day of the month following the commencement of the leave of absence the following benefits will cease for the length of the leave of absence:

Uniform allowance;
Holiday pay;
Accrual of sick-day credits.

- 21.05 Unless stated otherwise in this Collective Agreement seniority shall stop accumulating when a leave of absence exceeds three (3) months.
- 21.06 An employee who is bereaved of a spouse (common-law spouse), child or parent shall be granted a leave of absence of up to five (5) consecutive calendar days without loss of pay in conjunction with the funeral; brother, sister, father-in-law, mother-in-law, brother-in-law, sister-in-law, daughter-in-law, son-in-law, grandparents and grandchildren shall be granted a leave of absence of up to three (3) consecutive calendar days without loss of pay in conjunction with the funeral; aunt, uncle, niece, nephew shall be granted a one (1) day leave of absence without loss of pay to attend the funeral.

Bereavement pay shall only apply to days upon which the employee was scheduled to work.

One (1) day may be carried over to be used to attend a memorial service for your loved one, upon reasonable proof of the date of the service. The day cannot be held over for more than twelve (12) months.

- 21.07 If an employee is called to be a court witness or to serve jury selection and duty time, the Employer shall pay the difference between court payments and one hundred percent (100%) of regular earnings for a maximum period of sixty (60) days.
- 21.08 When it is necessary for the Employer to invoice the Union, the Employer commits that it will make best efforts to submit the invoice expeditiously on a timely basis but, in any event not less often than July and December of the relevant calendar year.

21.09 Pregnancy and Parental Leave

Pregnancy and Parental Leave shall be granted in compliance with the Employment Standards Act R.S.O. 1990, c.14 as amended, except as amended herein.

- a) An employee who is pregnant and who has been employed for at least thirteen (13) weeks of up to seventeen (17) weeks in duration.

The employee shall give written notice at least two (2) weeks prior to the date upon which she intends to commence the pregnancy leave, and provide a certificate from a legally qualified medical practitioner stating the expected birth date. If special circumstances arise out of the pregnancy and it is not possible to meet the obligation for notice, such notice as referred to above must be provided with two (2) weeks of stopping work.

The pregnancy leave continues for seventeen (17) weeks after it begins, if the individual is entitled to a parental leave, or on the day that is six (6) weeks after the delivery, if the individual is not entitled to a parental leave, whichever is later. The employee may end the leave by giving at least four (4) weeks written notice of the day she intends to return.

- b) An employee who has been employed for at least thirteen (13) weeks is eligible for parental leave, whether they become a parent through the birth of their child, through adoption, or if they are in, or enter into, a relationship of some permanence with a parent of a child, and they intend to treat the child as their own. Such leave must commence within fifty-two (52) weeks of the day the child was born, or comes into custody, care and control of the employee for the first time.

Parental leave for an employee who has taken pregnancy leave must commence at the end of the Pregnancy leave unless the child has not come into the care of the parents by that time. An employee must give two (2) weeks' notice of the date that the parental leave is to begin. Where the child comes into the custody, care and control of the employee for the first time sooner than expected, the leave will begin on the day the employee stops working, and notice must be provided within two (2) weeks of stopping work.

Parental leave ends thirty-five (35) weeks after it began if the employee also took pregnancy leave. In all other cases it ends thirty-seven (37) weeks after it began. Such leave shall end on an earlier day, however, if the employee gives the Employer at least four (4) weeks written notice of that day.

- c) Where an employee has given written notice to being either a pregnancy or parental leave that notice may be changed to either an earlier or later date by the giving of at least two (2) week's notice.

Where notice to end a leave has been given, that notice may be changed to either an earlier or later date if the employee gives at least four (4) weeks' notice.

- d) Employees will be enrolled and/or continued to be enrolled in the benefit plan as per Article 18 of the Collective Agreement, unless the employee does not intend to pay the employee's contribution, if any, to such premium-based benefit plans. The Employer will continue to contribute its share of any premiums for such benefits while the employee continues absence on pregnancy or parental leave, unless the employee gives written notice that they do not intend to pay their contribution, if any.

Employees who choose to pay their portion, if any, of the premium for such premium-based benefits may make such arrangements with the Employer as are mutually satisfactory, but failing such arrangements, it

would be expected that the employee would make such payments by postdated cheques.

Where an employee gives written notice that they do not wish to pay their portion of a premium, coverage will be discontinued, and enrollment upon return to work will be subject to the requirement of the carrier.

- e) Employees are eligible to either begin or continue participation in the Employees' Pension Plan, during any leave, and unless the employee gives the Employer written notice that the employee does not intend to pay their contribution, if any, the Employer shall begin or continue to make the Employer's contribution.

Employees who participate may make such arrangement with the Employer for the payment of their share of the contributions as are mutually satisfactory, but failing such arrangements, it would be expected that the employee would make such payments by postdated cheques.

- f) An employee will continue to accumulate seniority during pregnancy leave and/or parental leave.

Where seniority is calculated based on hours worked, then the calculation will be based on the average of hours worked during the four (4) complete pay periods immediately preceding the pay period in which the leave commenced.

- g) Upon return to work, the employee shall be reinstated to the position the employee held at the time the leave commenced, if it still exists, or to a comparable position if it does not. The reinstated employee shall be entitled to be paid the wages the employee was earning at the time the leave commenced, or the wages the employee would be earning if the employee worked throughout the leave, whichever is greater.
- h) A pregnant employee who is unable to perform her regular duties shall provide medical documentation confirming this fact and listing, as well, her restrictions. Upon production of such documentation, the employee will be entitled to accommodation pursuant to the Human Rights Code.

21.10 Where an employee would have had an increase in the rate of pay if she had been at work, rather than on pregnancy leave, during the period she receives benefits under this provision, her benefit level under this provision will be increased taking into account the higher rate of pay she would have earned.

An employee must complete ten (10) months of continuous service prior to the expected date of birth to be paid a supplemental Employment Insurance Benefit.

An employee on pregnancy leave shall be paid a supplemental Employment Insurance 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 Employment Insurance Benefits. In any week, the total amount of SUB payments and the weekly rate of E.I. benefits will not exceed seventy-five percent (75%) of the employee's regular weekly earnings,

Vested Interest - Employees do not have a right to SUB payments except for supplementation of EI, benefits during the unemployment period as specified in the plan.

Other. Income - 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 this plan.

Such payments shall commence after the two (2) week employment insurance waiting period and shall continue while the employee is in receipt of such benefits for a maximum period of seventeen (17) 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 regular hourly rate shall be calculated to include all of the employee's insurable earnings as defined by the Employment Insurance System.

The SUB top-up by the Home would not take into account E.I. insurable earnings from sources other than this facility

- 21.11 If required by the Employer, an employee shall be entitled to a leave of absence with pay and without loss of seniority and benefits to upgrade his or her employment qualifications. If the Employer required an employee to take a course, the employee shall be reimbursed for tuition and book costs upon successful completion of the course.

The Administrator may grant a request for an unpaid leave of absence for a duration not to exceed one (1) academic year, to upgrade their educational status, provided that she receives at least one month's notice, and that such a leave may be arranged without undue inconvenience to the normal operations of the nursing home. Applicants, when applying, must indicate the date of departure and specific date of return.

21.12 Self Isolation Leave

If an employee is required to self-isolate as a result of the Employer policy or at the direction of the Employer, and if the employee is not entitled to WSIB benefits for the period of 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 22 – GENERAL PROVISIONS

- 22.01 Newly hired employees will be oriented prior to being scheduled as regular employees. The orientation period will be between two (2) to five (5) shifts, depending on the classification and previous experience. During orientation such an employee will be an extra employee on the shift. For Registered staff, orientation shall be no less than five (5) shifts unless otherwise initially agreed by the Employer and the Employee.
- 22.02 The Employer shall see to it that new employees are trained also in safety, fire regulations, etc. If the Employer requires employees to attend meetings, the employee shall be paid at her regular hourly rate.
- 22.03 The Union shall be provided in the employees' staff room a Union Bulletin board to post matter pertaining to the Union and Local.
- 22.04 Use of the female pronoun in this Agreement shall be read to include the male whenever applicable.
- 22.05 If employees are required to attend in-service training sessions, the time shall be paid at the regular hourly rate of the employee(s) concerned.

In-service sessions shall not be scheduled during employee break times.

- 22.06 The Union and the Employer desire every employee be familiar with the provisions of this agreement and his/her rights and duties under it. For this reason the employer shall print the agreement within thirty (30) days of signing and make available a copy to each employee.

ARTICLE 23 - COMMITTEES

23.01 Labour Management

A Labour/Management Committee will be established. The committee will consist of representatives of both the Union and the Employer. The committee shall establish its own rules of procedure, except as provided herein.

The committee shall not deal with any matter that is the subject of the grievance or arbitration, or a matter that is properly brought before the Health and Safety Committee. The committee has no power to amend the terms and conditions of this Collective Agreement. The committee shall meet at intervals of approximately sixty (60) days, unless agreed otherwise. Members of the committee shall not lose pay for hours scheduled, but not worked, as a result of attending the meeting.

The committee shall consist of not more than three (3) representatives of the Employer and not more than three (3) representatives of the Union.

At the request of either party it is agreed that a National Representative of the Canadian Union of Public Employees or a further representative of the Employer may attend the Labour Management meeting.

The parties, ten (10) days prior to the scheduled meeting, exchange an agenda of issues to be discussed. This does not preclude the parties from tabling additional items for discussion at a meeting.

Minutes of the last meeting shall be approved and signed by both parties. A copy shall be provided to the Union and posted for all employees to have access to.

23.02 Health & Safety

Minutes of each meeting shall be prepared by the Employer within two (2) weeks after the close of the meeting. All members of the Committee shall receive a copy of such minutes. Once the minutes have been approved, they shall be posted appropriately.

The Employer agrees to make reasonable and proper provisions for the maintenance of high standards of health and safety in the workplace. The Employee shall comply with the Occupational Health and Safety Act.

A Joint Management and Employees Health and Safety Committee shall be constituted with the representation of at least half of Employees from the bargaining unit, which shall identify potential dangers, recommend means of improving the Health and Safety Programs and obtaining information from the Employer or other persons respecting the identifications of hazards and standards elsewhere. The Committee shall normally meet every quarter, unless either party requests a special meeting in which case they will meet more frequently. Scheduled time spent in such meetings is to be considered time worked.

23.03 Re: CMI Results

Recognizing the mutual objectives of quality care, the Employer agrees to meet through the Labour Management Committee with the Union as soon as practical after the receipt of their annual CMI results. The Employer agrees to provide the Union Representatives with staffing levels and staffing mix information; the impact of related payroll costs on staffing levels and a written notice of the CMI results for the facility.

The purpose of this meeting is to discuss the impact of the CMI changes on staffing levels in the facility and quality care, and provide the Union with an opportunity to make representation in that regard.

The parties shall meet as necessary to discuss other changes or workload issues.

The parties may invite additional participants to the meeting to support constructive review and discussion.

ARTICLE 24 – TERM OF AGREEMENT

24.01 This Agreement shall be effective from January 1, **2024** until the thirty-first day of December, **two thousand and twenty-five (2025)** or for further periods of one (1) year unless notice shall be given, by either party, of the desire to delete, change or amend any of the provisions contained herein within the period from ninety (90) to thirty (30) days prior to the renewal date. Should neither of the parties give such notice, this Agreement shall renew for a period of one (1) year.

24.02 Should either party wish to propose changes to this Agreement each should notify the other party within ninety (90) days prior to the expiry of this Agreement. The parties hereto agree that within ten (10) days of receipt of the notice the other party will arrange appropriate meeting dates.

24.03 Retroactivity

Retroactive payment is to be made within the next two pay periods from the date of notice of ratification and applies to wages only based on hours paid by the Employer. Employees who have left their employment will be notified by pre-paid post addressed to their last known addressed. Entitlement is lost if not claimed within thirty (30) days.

All other changes to the Collective Agreement, other than wages, shall be effective upon notice of ratification by the parties.

Dated at Windsor, Ontario this 03 day of February, 2026

FOR THE EMPLOYER

Annemarie Meloche
Annemarie Meloche (Feb 3, 2026 11:22:32 EST)

FOR THE UNION

Sandra Malfese
Sandra Malfese (Feb 2, 2026 15:00:08 EST)

Janelle Oriha
Janelle Oriha (Feb 2, 2026 14:43:36 EST)

SCHEDULE "A" – WAGES

Classification	Step	Effective 1-Jan-2023	Effective 1-Jan-2023 \$3.00 PSW PWE	Effective 1-Jan- 2024 3.50%	Effective 1-Jan- 2025 3.50%	Special Adjustment 18-July- 2025 \$2.00
Certified Dietary Aide	Start	\$20.51		\$21.23	\$21.97	
	After Probation	\$21.33		\$22.08	\$22.85	
	1 Year	\$22.14		\$22.91	\$23.71	
	2 Years	\$22.96		\$23.76	\$24.59	
Dietary/	Start	\$20.22		\$20.93	\$21.66	
Housekeeping/	After Probation	\$21.03		\$21.77	\$22.53	
Laundry Aide	1 Year	\$21.84		\$22.60	\$23.39	
	2 Years	\$22.65		\$23.44	\$24.26	
Health Care Aide	Start	\$20.72	\$23.72	\$24.55	\$25.41	
	After Probation	\$21.52	\$24.52	\$25.38	\$26.27	
	1 Year	\$22.32	\$25.32	\$26.21	\$27.13	
	2 Years	\$23.12	\$26.12	\$27.03	\$27.98	
Nurse Aide, Activity Aide	Start	\$20.39		\$21.10	\$21.84	
	After Probation	\$21.20		\$21.94	\$22.71	
	1 Year	\$22.00		\$22.77	\$23.57	
	2 Years	\$22.81		\$23.61	\$24.44	
Assistant Cook	Start	\$21.04		\$21.78	\$22.54	
	After Probation	\$21.85		\$22.61	\$23.40	
	1 Year	\$22.66		\$23.45	\$24.27	
	2 Years	\$23.47		\$24.29	\$25.14	

Cook	Start	\$21.85		\$22.61	\$23.40	
	After Probation	\$22.66		\$23.45	\$24.27	
	1 Year	\$23.47		\$24.29	\$25.14	
	2 Years	\$24.28		\$25.13	\$26.01	
Maintenance	Start	\$21.88		\$22.65	\$23.44	
	After Probation	\$22.21		\$22.99	\$23.79	
	1 Year	\$22.54		\$23.33	\$24.15	
	2 Years	\$22.87		\$23.67	\$24.50	
RPN	Start	\$25.83		\$26.73	\$27.67	\$29.67
	After Probation	\$26.68		\$27.61	\$28.58	\$30.58
	1 Year	\$27.53		\$28.49	\$29.49	\$31.49
	2 Years	\$28.38		\$29.37	\$30.40	\$32.40
RN	Start	\$30.32		\$31.38	\$32.48	\$34.48
	1 Year	\$31.67		\$32.78	\$33.93	\$35.93
	2 Years	\$32.73		\$33.88	\$35.07	\$37.07
	3 Years	\$34.50		\$35.71	\$36.96	\$38.96
	4 Years	\$35.93		\$37.19	\$38.49	\$40/49
	5 Years	\$37.72		\$39.04	\$40.41	\$42.41
	6 Years	\$39.41		\$40.79	\$42.22	\$44.22
	7 Years	\$42.81		\$44.31	\$45.86	\$47.86
	8 Years	\$46.34		\$47.96	\$49.64	\$51.64

SCHEDULE "B" – PENSION PLAN

NURSING HOMES AND RELATED INDUSTRIES – PENSION PLAN

STANDARD LANGUAGE

1. In this Article, the terms used shall have the meanings as described:
 - 1.1. "Plan" means the Nursing Homes and Related Industries Pension Plan, being a multi-employer plan.

"Applicable Wages" means the basic straight time wages for all hours worked and in addition:

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

All other payments, premiums, allowances and similar payments are excluded. "Eligible Employee" means full-time and part time employees in the bargaining unit who have completed nine hundred and seventy-five (975) hours of service.

- 1.2. Each Eligible employee covered by this collective agreement shall contribute for each pay period an amount equal to four per cent (4%) of applicable wages to the Plan. The Employer shall contribute on behalf of each eligible employee for each pay period, an amount equal to four per cent (4%) of applicable wages to the Plan.

The Employer shall contribute on behalf of all employees who would be eligible employees but for their age or their receipt of a pension from the Plan four percent (4%) of applicable wages to a fund of the employee's choice.

- 1.3. The Employee and the Employer contributions shall be remitted to the Plan by the Employer within thirty (30) days after the end of the calendar month in which the pay period ends for which the contributions are attributable.
- 1.4. 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 exceeds the amount specified in the collective

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

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

The following information shall be provided to the Administrator of the Plan in electronic format.

For further specificity, the items required for each eligible employee by Article .05 of the agreement are:

- i. To Be Provided Once Only at Plan Commencement:

Date of Hire
Date of Birth
Date of First Contribution

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

- ii. To Be Provided With Each Remittance

Name
Social Insurance Number
Monthly Remittance
Pensionable Earnings
YTD Pension Contributions
Employer portion of arrears owing due to error, or late enrolment by the employer

- iii. To Be Provided Once And If Status Changes

Full address provided to the Home
Termination date where applicable (MMDDYY)
Gender
Marital Status

- iv. To Be Provided Once If They Are Readily Available

Gender
Marital Status

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

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

- 1.6 The Employer agrees to be bound by the terms of the Agreement and Declaration of Trust dated February 13, 1990 and the rules and regulations of the Plan adopted by the Trustees, both as may be amended from time to time.

LETTER OF UNDERSTANDING
BETWEEN
REGENCY PARK NURSING HOME
AND
THE CANADIAN UNION OF PUBLIC EMPLOYEES
AND ITS LOCAL 3593

Re: Excluded from the Union's Bargaining Unit

This Letter of Agreement is part of the Collective Agreement between the parties.

This Letter of Agreement is to be read in conjunction with the Article 2.01 of the Collective Agreement.

Excluded from the Union's bargaining unit and bargaining unit work are:

- a) Building maintenance work that is usually contracted out, including maintenance work such as cleaning of outside windows and steam cleaning carpets.
- b) Dietary Department supervisor (one) who holds a Food Services Supervisor certificate may be scheduled for up to six (6) shifts bi-weekly as Cook and may fill in when there is no bargaining unit Cook available to work.
- c) A non-bargaining unit Registered Staff may replace an R.N. or R.P.N. when no bargaining unit employee in the classification in question is available to work the shift.
- d) Activity Director (one) who will supervise work with bargaining unit employees in providing a life enrichment program for residents.

Dated at Windsor, Ontario this 03 day of February, 2026

FOR THE EMPLOYER

Annemarie Meloche
Annemarie Meloche (Feb 3, 2026 11:22:32 EST)

FOR THE UNION

Sandra Maltese
Sandra Maltese (Feb 2, 2026 15:00:06 EST)

Joyelle Orha
Joyelle Orha (Feb 2, 2026 14:43:36 EST)

LETTER OF UNDERSTANDING
BETWEEN
REGENCY PARK NURSING HOME
AND
THE CANADIAN UNION OF PUBLIC EMPLOYEES
AND ITS LOCAL 3593

Re: Part-time Employees Call-ins

Notwithstanding Article 11.09 of this Collective Agreement, the Parties agree to the following language;

"For the purpose of call-ins for the part-time employees, and employees, overtime will only apply if the employee works continuous hours in excess of seven and one half (7 1/2) hours in a twenty-four (24) hour period, or more than seventy-five (75) hours in a two (2) week pay period or more than seven (7) days in succession shall be deemed as overtime."

In addition to the above, should other situations occur that may require an amendment to Article 11.09, the parties may amend this letter by mutual written agreement.

Dated at Windsor, Ontario this 03 day of February, 2026

FOR THE EMPLOYER

Annemarie Meloche
Annemarie Meloche (Feb 3, 2026 11:22:32 EST)

FOR THE UNION

Sandra Miltese
Sandra Miltese (Feb 2, 2026 15:00:06 EST)

Joyelle Orsha
Joyelle Orsha (Feb 2, 2026 14:43:36 EST)

LETTER OF UNDERSTANDING
BETWEEN
REGENCY PARK NURSING HOME
AND
THE CANADIAN UNION OF PUBLIC EMPLOYEES
AND ITS LOCAL 3593

RE: Article 13.05 – Vacation Schedule

13.05 Vacation schedules will be posted on October 1st of each year and shall remain posted until October 15. Employees shall indicate their preference for vacation during this posted period, for vacation period January 1st to December 31st of the following year.

Requests for vacation which are submitted prior to October 1st will not be granted.

Where two (2) or more employees in the same department request the same vacation period and the conflict can not be resolved, seniority shall govern. The final schedule shall be posted by December 1st.

All unused vacation will be paid out on the first pay in January of each year. All other vacation clauses within the collective agreement remain unchanged.

During the period of transition “January 1st, 2026 to May 31st, 2026”, all vacation days not taken will be added to the January 2026 calendar year entitlement, although these will be unpaid vacation days, as vacation wages will have already been paid out.

Dated at Windsor, Ontario this 03 day of February, 2026.

FOR CUPE LOCAL 3593

Annemarie Meloche
Annemarie Meloche (Feb 3, 2026 11:22:32 EST)

FOR REGENCY PARK LTCH

Sandra Malfese
Sandra Malfese (Feb 2, 2026 15:00:06 EST)

Judith Orsini
Judith Orsini (Feb 2, 2026 14:43:36 EST)

