



COLLECTIVE AGREEMENT

between

**CASE MANOR COMMUNITY
SIENNA SENIOR LIVING**

(hereinafter called the "Employer")

and

**CANADIAN UNION OF PUBLIC EMPLOYEES
AND ITS LOCAL 3204**

(hereinafter called the "Union")

June 1, 2023 to May 31, 2025

TABLE OF CONTENTS

ARTICLE 1 – MANAGEMENT RIGHTS	1
ARTICLE 2 – RECOGNITION CLAUSE	2
ARTICLE 3 – CORRESPONDENCE	2
ARTICLE 4 – LABOUR MANAGEMENT RELATIONS	2
ARTICLE 5 – UNION SECURITY	4
ARTICLE 6 – GRIEVANCE PROCEDURE	5
ARTICLE 7 – ARBITRATION	7
ARTICLE 8 – NO STRIKES OR LOCK-OUTS	8
ARTICLE 9 – SENIORITY	8
ARTICLE 10 – JOB POSTING	10
ARTICLE 11 – LAY-OFFS AND RECALLS	12
ARTICLE 12 – HOURS OF WORK	13
ARTICLE 13 – OVERTIME	17
ARTICLE 14 – HOLIDAYS	18
ARTICLE 15 – NO PYRAMIDING	21
ARTICLE 16 – VACATIONS	21
ARTICLE 17 – SICK LEAVE	23
ARTICLE 18 – WORKPLACE SAFETY & INSURANCE BOARD	24
ARTICLE 19 – HEALTH AND WELFARE	25
ARTICLE 20 – BEREAVEMENT LEAVE	26
ARTICLE 21 – PREGNANCY, PARENTAL, ADOPTION, PERSONAL LEAVE AND EDUCATION LEAVE	27
ARTICLE 22 – JURY DUTY	33
ARTICLE 23 – UNION LEAVE OF ABSENCE	33
ARTICLE 24 – WAGE RATES	34
ARTICLE 25 – Nursing Home and Related Industries Pension Plan	35
ARTICLE 26 – GENERAL	38
ARTICLE 27 – INTERPRETATION	39
ARTICLE 28 – COPIES OF THIS AGREEMENT	39
ARTICLE 29 – TERM OF THE AGREEMENT	39
SCHEDULE A – Wage Grid	40
LETTER OF UNDERSTANDING	43
RE: Ministry of Health Special Funding Initiatives / Special Projects	43
LETTER OF UNDERSTANDING	44
RE: Domestic Employees	44
LETTER OF UNDERSTANDING	45
RE: Article 12.04 and 13.05.....	45
LETTER OF UNDERSTANDING	46
RE: Electronic Scheduling	46
LETTER OF UNDERSTANDING	47
RE: Extended Twelve (12) Hour Tour Schedules and Hybrid Schedules (combination of twelve (12) and eight (8) hour tours)	47

ARTICLE 1 – MANAGEMENT RIGHTS

- 1.01 The Union acknowledges that all management rights and prerogatives are vested exclusively with the Employer and without limiting the generality of the foregoing it is the exclusive function of the Employer to:
- (a) determine and establish standards and procedures for the care, welfare and safety and comfort of the residents of the nursing home;
 - (b) to maintain order, discipline, efficiency and in connection therewith to establish and enforce rules and regulations;
 - (c) to hire, transfer, lay-off, promote, demote, classify and assign duties;
 - (d) to discharge, suspend or otherwise discipline employees for just cause;
 - (e) to plan, direct and control the work of the employees and the operations of the nursing home;
 - (f) generally, to manage and operate the nursing home in all respects in accordance with its obligations and without restricting the generality of the foregoing, to determine the kinds and locations of machines, the equipment to be used provided such is safe to operate, all other matters concerning the nursing homes operation not specifically dealt with elsewhere in this Agreement.
- 1.02 The Employer agrees that these functions shall be exercised in a manner which is fair and reasonable and consistent with the general purpose and terms of the Agreement.
- 1.03 The Employer and the Union are committed to providing a positive environment for staff. All individuals have the right to be treated with respect and dignity. Each individual has the right to work in an atmosphere which promotes respectful interaction and is free from discrimination, harassment and aggression.

Harassment means engaging in a course of vexatious comment or conduct that is known or ought reasonably to be known to be unwelcome.

Where a bargaining unit member complains of harassment by another bargaining unit member, she shall bring such a complaint to the attention of the Employer and the Union. If the complaint directly or indirectly involves the complainant's supervisor or a Steward she may contact an alternate person in management or the Union to ensure that the complaint is handled in a discreet, confidential and timely fashion.

Should the complainant not be satisfied with the response she is entitled to file a

grievance under the terms of this Collective Agreement.

It is understood that performance management is not deemed to be harassment.

- 1.04 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 offences, marital status, same-sex partnership status, family status or disability where to do so would be contrary to the Ontario *Human Rights Code*.

ARTICLE 2 – RECOGNITION CLAUSE

- 2.01 The Employer recognizes the Union as the sole and exclusive bargaining agent for all its employees in the City of Kawartha Lakes save and except professional medical staff, Registered Nurses, Registered Practical Nurses, Graduate Nurses, office and clerical staff, supervisors and persons above the rank of supervisor and students employed during the vacation periods.

Note: Supervisors include Director of Resident and Family Services, Nurse Managers, Maintenance Manager, Director of Food Services, Office Manager and HR/Confidential Support are included under Office Staff identified above it is understood that these positions also perform regular work that may be considered as work of the bargaining unit.

ARTICLE 3 – CORRESPONDENCE

- 3.01 All correspondence between the parties arising out of this Agreement or incidental thereto shall pass to and from the Administrator and the Secretary of the Union, with a copy to the President of the Union.
- 3.02 The Local President shall receive written notification within ten (10) working days of any changes in bargaining unit employment status including but not limited to, all hiring, suspensions, discharges and leaves including absences due to WSIB claims.

ARTICLE 4 – LABOUR MANAGEMENT RELATIONS

- 4.01 No individual employee or group of employees shall undertake to represent the Union at meetings with the Employer without proper authorization of the Union. In order that this may be carried out, the Union will supply the Employer with names of its officers and stewards. Similarly, the Employer, if requested, shall supply the Union with a list

of its supervisory personnel or other representatives with whom the Union may be required to transact business.

4.02 The Union shall have the right at a mutually convenient time to have the assistance of a designated representative of the Canadian Union of Public Employees when dealing with the Employer. Such representative shall have reasonable access to the Employer's premises upon consent of the Employer and at a mutually convenient time, in order to assist in the settlement of a grievance after it has reached Step 2 of the grievance procedure, or at any other time as deemed necessary.

4.03 The Union and the Employer acknowledge their obligations under the Ontario Human Rights Code and agrees that this Collective Agreement will be interpreted in such a way as to permit those obligations to be discharged.

4.04 Work of the Bargaining Unit

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

4.05 The Employer acknowledges the Union's right to appoint or otherwise select a Negotiating Committee composed of not more than four (4) employees and will recognize and deal with said committee.

Members of the Negotiating Committee shall receive their normal wages for all days of negotiating up to and including conciliation.

4.06 An employee subject to any meeting with the Employer shall have the right of representation by a steward at the meeting with the Employer.

The Employer shall advise the employee of their right to have representation of a union steward. In the event that an employee does not wish representation of a steward, the employee shall be required to sign a form confirming rejection of Union representation.

In the event that a steward is not available and immediate action is required, the Employer shall contact the Union President by phone and if no answer, leave a voice message, regarding the purpose of the call.

Where, possible, if there is no union steward available, the Employer shall wait until the next business day to conduct the meeting.

It is understood that representation is whatever representative is available at the

time of the meeting and any delays caused shall not be a violation of the Collective Agreement

4.07 Employee File

Each employee shall have reasonable access to all contents of her personnel file, except for employment references, for the purposes of reviewing their contents in the presence of her supervisor and union representative if requested and be provided a copy of any such document contained in the file. Requests to review file must be submitted in writing and shall be on the employee's own time. Requests will normally be granted within three (3) business days of the submission of the request.

Any letter of reprimand, suspension or other sanction will be removed from the record of the employee twelve (12) months following the receipt of such letter, suspension or other sanction, provided that there is no disciplinary action for an incident of like nature within the twelve (12) month period. Leaves of absence in excess of thirty (30) continuous calendar days will not count towards the twelve (12) month period noted above.

4.08 Labour Management Committee

A Union Committee to be comprised of not more than three (3) employees elected or selected by the Union membership shall meet from time to time to deal with matters of mutual interest, other than grievances. The Party requesting the meetings shall submit an agenda, in writing, and a meeting shall be arranged within ten (10) days of receipt of the agenda at a mutually satisfactory time.

4.09 Policies

Where possible, the Employer shall provide staff with at least two (2) weeks' notice of change in policy in the communication book.

4.10 No Other Agreements

The Employer agrees it will not enter into any arrangement or contract with those employees for whom the Union has bargaining rights, either individually or collectively which will conflict with any of the provisions of this Agreement.

ARTICLE 5 – UNION SECURITY

5.01 All employees of the Employer, as a condition of continued employment shall become and remain members in good standing of the Union according to constitution and by-

laws of the Union.

- 5.02 The Employer shall deduct from every employee who is a member of the Union, any monthly dues, initiation fees, or assessments levied, in accordance with the Union's constitution and by-laws.
- 5.03 Deductions shall be made from each pay and shall be forwarded to the Secretary-Treasurer of the Union not later than one (1) week following each two (2) week pay periods accompanied by a list of names and addresses of the employees from whose wages the deductions have been made. This list will also include names of newly hired and terminated employees. A copy of this list shall be forwarded by the Employer to the National Headquarters of the Canadian Union of Public Employees.
- 5.04 The Employer agrees that a local union official will be given the opportunity to interview each newly hired employee for the purpose of advising each employee of his rights and obligations under the terms of this Agreement. Such interview may take place during the probationary period on the Employer's premises at a time and location mutually agreeable to the Employer and the Union and shall not exceed fifteen (15) minutes.
- 5.05 The Employer agrees that they will indicate the amount of union dues deducted on each employee's T-4 slip.
- 5.06 Private Care Providers:

An employee of the Community cannot be contracted or retained as a Private Caregiver/Companion for a resident while working for the Employer.

ARTICLE 6 – GRIEVANCE PROCEDURE

- 6.01 (a) A grievance is any dispute relating to the interpretation, application, administration or violation of the Collective Agreement, including any question regarding the arbitrability of an issue.
- (b) The Employer shall inform employees of their right to have a union representative at any stage of the grievance process.
- 6.02 (a) The Employer acknowledges the right of the Union to appoint up to five (5) Stewards, whose duties shall be to assist any employee whom the Steward represents, in presenting his grievance in accordance with the grievance procedure.
- (b) The Grievance Committee, when dealing with the Employer, shall consist of the

President and/or Chief Steward, the Steward from the department, area or shift, for which the Steward is responsible and the grievor. Any of the above may be substituted with another member of the Union. However, the committee shall not exceed four (4) in number.

- 6.03 The Union shall notify the Employer in writing the name of each Steward and Chief Steward before the Employer shall be required to recognize him.
- 6.04 (a) The Union acknowledges that the Stewards must continue their regular work duties on behalf of the Employer and that such persons will not leave their duties without first obtaining permission from their supervisor, and on completion of such duties will report back to their immediate supervisor.
- (b) It is agreed that the time spent by the Steward and the employee reviewing a grievance shall be kept to a minimum and that the Employer may limit this privilege except that such limitation shall not be unreasonable. Otherwise, all Union business will be conducted on the employee's own time, except as agreed by the Employer.
- 6.05 It is the mutual desire of the parties hereto that, complaints of employees shall be dealt with as quickly as possible, and it is understood that an employee has no grievance until she has first given her department head or designate manager an opportunity to adjust her complaint. Such concern or complaint shall be discussed with the Department Head within five (5) days of the circumstances giving rise to the complaint or concern. The Department head shall respond within three (3) working days. If unresolved, it may then be taken up as a grievance in the following manner:

STEP NO. 1:

An aggrieved employee shall discuss his/her complaint within five (5) working days of the occurrence leading to the grievance (or following the Department Heads response above) with the appropriate Union Steward who shall prepare a written grievance within five (5) days of being notified and submit it to the Department Head who then has five (5) working days to respond in writing to the Union.

STEP NO. 2:

If the grievance is not settled in Step 1, the Union shall submit the grievance in writing to the Administrator within five (5) working days of receipt of the Department Head's answer to Step No. 1. A meeting will then be held to review the grievance between the Administrator or their designated representative and the employee within five (5) working days of the date on which the grievance is received. It is understood that at such a meeting, the Administrator or their designate representative may have such

counsel and assistance as they may desire and that the employee may have their President and/or Chief Steward, Steward and that the National Representative of the Union may also be present at the request of either the Union or the Employer. The decision of the Administrator or their designated representative shall be given in writing to the Union within five (5) working days following the meeting.

STEP NO. 3:

If the grievance is not settled in Step 2, it may be referred, by either the Union or the Employer, to Arbitration for resolution provided that application is made within twenty (20) days from the date of the Administrator's decision.

- 6.06 (a) In determining the time within which any action is to be taken or completed under the terms of this Agreement, such time limits shall be exclusive of Saturdays, Sundays and defined holidays.
- (b) Either party may be assisted by counsel at grievance meetings.
- 6.07 The Union or the Employer may institute a policy grievance within ten (10) days following the circumstances giving rise to the grievance which shall be submitted to the Administrator of the Home or the President of the Union as appropriate.
- 6.08 Any grievance related to unfair suspension / discharge shall be taken up at step 2 of the grievance procedure.

ARTICLE 7 – ARBITRATION

- 7.01 A grievance which is not resolved through the grievance procedure may, upon notification to both parties, be referred to a single Arbitrator within twenty (20) days of the exhaustion of the said procedure.
- 7.02 The decision of the Arbitration Board shall be final and binding upon both parties.
- 7.03 Each party shall be responsible for one-half (1/2) the fees and expenses of the Arbitrator.
- 7.04 Each party shall be responsible for the expenses of its nominee to the Arbitration Board and the expenses of the Chairman shall be shared equally between the parties.
- 7.05 No person shall act on any Arbitration Board who has been involved in attempts to settle any grievance.

- 7.06 The Arbitration Board shall not have the authority to amend, or alter, or add to or modify the terms of this Collective Agreement.
- 7.07 The Board of Arbitration shall have the powers contained in the Ontario Labour Relations Act in conducting its proceedings.
- 7.08 The time limits fixed in both grievance and arbitration procedure may be extended by the written consent of the parties to this Agreement.
- 7.09 If either party requests the Arbitration Board may be replaced by a single Arbitrator.

ARTICLE 8 – NO STRIKES OR LOCK-OUTS

- 8.01 The Employer will not cause or direct any lock-out of its employees and the Union and employees will not cause or direct any strike.

ARTICLE 9 – SENIORITY

- 9.01 (a) Seniority shall mean length of service calculated from the date first worked in a bargaining unit position for full time employees.
- (b) Part-time employees shall earn seniority on the basis of one (1) year = nineteen hundred and fifty (1950) hours. For the purposes of seniority accrual, hours worked, and hours not worked but paid for by the Employer shall be included. In the case of vacation, part-time seniority accrual shall be based on the number of hours provided for on the employees master schedule, ie: master schedule is thirty (30) hours bi-weekly, the employee is entitled to three (3) weeks, she will be credited with a total of forty five (45) hours seniority.
- (c) If an employee transfers from part-time to full-time, or full-time to part-time, the following method shall be used to calculate her seniority from one group to another for purposes of establishing anniversary date: nineteen hundred and fifty (1950) hours equals one (1) year.

Notwithstanding the above, a part-time employee cannot accrue more than one year's seniority in a twelve (12) month period.

- 9.02 The Employer shall maintain a seniority list for employees in the bargaining unit. An up-to-date seniority list shall be generated as of the last full pay period in January, April, July and October of each year and sent to the Union and posted on the main bulletin boards within one (1) week.
- 9.03 (a) A newly hired employee shall be considered on a probationary period until

they have worked four hundred and fifty (450) hours.

- (b) The parties acknowledge that the probationary period affords the Employer an opportunity to assess an employee and it is therefore agreed that the dismissal of a probationary employee is not subject to just cause but rather shall be at the discretion of the Employer provided in the Employer's opinion it can provide a rational basis for the dismissal.
- (c) After the completion of probation, the employee will be placed on the seniority list with their date of hire and total seniority hours.

9.04 An employee shall lose his/her seniority and be terminated if they:

- (a) voluntarily resigns;
- (b) is discharged for just cause and not reinstated;
- (c) fails to contact the Employer within seven (7) days of recall from layoff in order to arrange a date to return to work after being notified by registered mail, delivered to the last known address of the employee on the Employer records. It shall be the responsibility of the employee to keep the Employer informed of their current address;
- (d) is laid off for more than twenty-four (24) continuous months;
- (e) is absent from work without cause and without notice to the Employer for three (3) consecutive days, unless the employee demonstrates that such notice was not reasonably possible;
- (f) is absent from work due to illness or injury for longer than thirty-six (36) months, and there is no reasonable likelihood that employee will return to work within the near future.

9.05 No employee shall be transferred to a position outside the bargaining unit without their consent. An employee who transferred or promoted to a position outside the bargaining unit shall not accumulate seniority. In the event the employee is returned by the Employer to position in the bargaining unit within six (6) months, they shall be credited with the seniority held at the time of transfer and/or promotion and resume accumulation from the date of their return to bargaining unit. An employee not returned to the bargaining unit within six (6) months shall forfeit bargaining unit seniority.

Should the position be expected to exceed six (6) calendar months, and the employee is in receipt of in lieu, the employee will be given the opportunity to enroll

in the benefit plan and the in lieu will cease.

ARTICLE 10 – JOB POSTING

- 10.01 (a) When a vacancy occurs or a new position is created within the bargaining unit, within ten (10) calendar days of the vacancy, the Employer shall post a notice on the Employer's main bulletin boards with a copy to the Union. The position shall be posted for a period of ten (10) calendar days so that interested employees can apply. The name of the successful applicant shall be posted on the Employer's main bulletin board. It is understood that the job posting will be posted internally and externally simultaneously, however external applications will not be considered until the internal process is exhausted. Where the Employer is advised of an upcoming vacancy, where appropriate, the Employer will endeavour to post the job prior to the start of the vacancy.
- (b) A temporary vacancy which occurs for more than six (6) weeks will be posted for not less than five (5) calendar days stating that the position is limited and shall indicate the estimated duration of the temporary job. In any event, the temporary job shall not exceed one (1) year. Upon termination of a temporary vacancy, the employee filling the vacancy shall be returned to the classification and job location in which he/she last worked. In the event that a part-time employee is the successful applicant, the said employee shall retain his/her part-time status during the temporary full-time period.
- (c) Any temporary vacancy which occurs for less than six (6) weeks shall be filled as per Article 12.04.
- (d) An unsuccessful applicant shall, upon request, receive, in writing, the reasons for not being given the position.
- 10.02 Such notice shall stipulate the position open, qualifications required, department, shifts and wages.
- 10.03 The Employer shall consider all employee requests for transfer or promotion before considering outside applicants. The Employer shall consider the qualifications and skill of the applicant and shall appoint the senior applicant having the required qualifications and skill. The name of the successful applicant will be posted on the Employer's bulletin boards.
- 10.04 For the purposes of this article, the time limits shall not include weekends and defined holidays.
- 10.05 The Employer may temporarily fill a vacancy during the posting period (or for such

longer period as may be mutually agreed). Appointment of a regular bargaining unit employee shall be made within seven (7) days of the posting period.

- 10.06 A trial period of three (3) months (ninety (90) calendar days) from the start of the new position shall follow each appointment to a permanent vacancy, during which time an employee who fails to satisfactorily meet the requirements of the job may be returned or choose to return to their former position without loss of seniority and wage or salary. Those promoted or transferred as a consequence of the initial appointment shall also be returned to their former positions.
- 10.07 An employee selected as a result of a posted vacancy need not be considered for a further vacancy for a period of three (3) months from the date of her selection unless such position is permanent, or unless there is an increase in hours or wage rate.
- 10.08 When a new classification within the bargaining unit is established by the Employer, the Employer shall determine the rate of pay for such new classification. Once the rate is determined, and then within seven (7) days, the Employer shall advise the Union of the rate.

If the Union disagrees with the rate, it shall have the right to request a meeting with the Employer. At such meeting, the parties will review the rate; the Employer's rationale for establishing the rate, and the reasons the Union disagrees with the rate. If the parties reach agreement, the agreement is effective as of the date on which the Employer gave the Union notice of the new rate.

When the Employer makes a substantial change in the job content of an existing classification which in reality causes such classification to become a new classification, the Employer agrees to meet with the Union if requested to permit the Union to make representation with respect to the appropriate rate of pay.

If the parties are unable to reach an agreement, either party may refer the dispute to arbitration, as provided in this agreement, provided the referral is made within fifteen (15) days of the meeting.

Any decision by a Board of Arbitration, or Arbitrator as the case may be, shall be based on the relationship established by comparison with the rates for other classifications in the bargaining unit having regard to the requirements of such classifications.

Any change awarded as a result of arbitration shall be retroactive only to the date on which the Employer gave the Union notice of the new rate.

ARTICLE 11 – LAY-OFFS AND RECALLS

- 11.01 (a) A lay-off shall be defined as a reduction in the workforce or a reduction in the regular hours of work.
- (b) No full-time employee within the bargaining unit shall be laid off by reason of her duties being assigned to one or more part-time employees, without the discussion and agreement of the union. Such agreement shall not be unreasonably withheld.
- 11.02 (a) In the event of a lay-off, employees shall be laid off in reverse order of their seniority provided that those who remain have the skill and qualifications required to perform the available work.
- (b) Employees shall be recalled in the order of their seniority, provided they have the skills and qualifications required to perform the available work.
- (c) No new employees will be hired to a position in the bargaining unit or to perform any job for which bargaining unit employees possess the required skill and qualifications, while bargaining unit employees are laid off, unless bargaining unit employees are unwilling or unable to fill vacancies. The Employer shall post such vacancies in accordance with the posting provisions of the Collective Agreement.
- (d) In the event of a lay-off or recall an employee who is next on the list but doesn't meet the qualifications for a position shall be granted a training period of one (1) month to learn the skills necessary to do the job satisfactorily and, if necessary, be given the opportunity to attend the next available upgrading course to attain the necessary education and training level. It is understood and agreed that "doesn't meet the qualifications for a position: does not include the formal education or certification requirements of a specific position (i.e. Registration).
- 11.03 (a) Where the employer identifies that a reduction in staff or hours may be necessary, the Employer shall, prior to giving the employees any notice of layoff, meet with the union to discuss the reasons for the layoffs/reductions and any possible means of minimizing the staff impact and alternatives to reducing full time positions. Such notice shall not be in addition to notice given to employees.
- (b) it is understood that the Employer shall endeavor to give notice of greater than six (6) weeks to the Union and the employees.
- (c) Except in the case of emergency, the Employer shall provide notice to post

probationary employees who are to be laid off six (6) weeks notice except as follows:

9 years service = 9 weeks notice
10 years service = 10 weeks notice
11 years service = 11 weeks notice
12 years service = 12 weeks notice

In the event that the Employer provides less notice than the above the employee shall be paid in lieu thereof for each shift the employee would have normally been scheduled to work during the notice period.

- (d) Employee (s) who are in a lay-off position may have additional hours offered to them, however the employee(s) may refuse the additional work without forfeiting their recall rights. Employee(s) forfeit their recall rights only when refusing work in their classification equal to their hours of work at the time of the lay-off.
- (e) Where possible, all extra shifts will be scheduled according to seniority so as to bring the most senior person on lay-off up to their pre-lay-off hours before moving to the person next in seniority.
- (f) At the time of choosing new lines for layoff purposes each full-time employee on reduced hours will indicate whether they want extra scheduled shifts or are declining extra scheduled shifts for the duration of the lay-off. A new call in sheet will then be completed and used.
- (g) Where an employee on reduced hours chooses to pick up a split shift to make up their hours, such scheduling will not be considered a violation of the Collective Agreement.

ARTICLE 12 – HOURS OF WORK

Unless specifically abridged by the letter of understanding or the current practice related to twelve (12) hour shifts the following shall apply:

12.01 Normally, the scheduled hours of a full day are eight (8) hours including a half (½) hour unpaid meal period. This is not to be misunderstood as a guarantee of hours of work per day or per week.

12.02 (a) Full time shall be defined as fifty-six (56) hours and over worked bi-weekly.

- (b) A regular part time employee shall be defined as one who is regularly scheduled to work less than fifty-six (56) hours biweekly.

- (c) A part time casual employee shall be defined as one who normally does not have regularly scheduled hours and is available to work on an as needed basis.

12.03 Working Schedule

- (a) The Employer shall schedule days off in a such a way as to provide every second (2nd) weekend off, unless otherwise mutually agreed between the Employer and the Union, subject to the operational requirement of the department. Such agreement from the union shall not be unreasonably withheld.
- (b) Schedules of six (6) weeks duration shall be posted two (2) weeks in advance and shall be posted on the employee bulletin board in the staff room. Once posted, the shift schedule shall not be changed without the consent of the employee and the Employer, except as per 12.04. All individual requests for time off must be submitted no later than two weeks prior to the posting. There shall be no scheduled split shifts.

It is the responsibility of the employee to consult the posted work schedule. Changes to the posted work schedule shall be brought to the attention of the employee and shall only be due to obvious error or due to the return of an employee who has been absent due to illness, WSIB, maternity leave or long-term disability.

Consideration will be given to requests made after the schedule is posted on an individual basis. Employees will be notified as soon as practical following their request if granted or not.

- (c) Part-time and casual staff are expected to provide reasonable on call availability. Employees are expected to indicate their availability, in writing at the beginning of each month, for additional call in shifts. Employees may indicate a standing order to be used each month for their on-call availability. If no availability has been received, the Employer has a right to schedule part time employees up to their commitment of part time hours, fifty-five and a half (55.5) hours or less bi-weekly.
- (d) Employees cannot remove themselves from call-in availability for months of June, July, August, December and January only unless mutual agreement between Union and Employer.
- (e) Any part-time casual employee unavailable for two (2) months or fails to accept fifty (50%) percent of their indicated availability in a two (2) month

period are deemed to resigned, excluding approved leaves of absence.

- (f) Any employee who for their own personal convenience, wishes to exchange shifts with an appropriately qualified other employee, must first submit such a request to their Supervisor or their authorized designate, in writing one week in advance, if possible, of the proposed change. The Supervisor or their authorized designate will normally provide their written approval within one (1) business day of receipt of the request. The Employer shall not be responsible or liable for overtime claims and non-compliance with the above provisions that might arise or accrue as a results of the shift exchange.

Employees shall be able to give away shifts to a maximum of three (3) shifts in a three (3) month period. Shift giveaways shall apply to regularly scheduled hours exclusively and must be submitted on a specific form provided by the Employer. Shift giveaways will not be subject to overtime.

It is the responsibility of the person giving away the shift to find their own replacement. The responsibility for the shift once accepted will be with the employee who has accepted the shift. Such requests shall be approved at the discretion of the Employer and subject to the operational requirements of the Community but will not be unreasonable withheld.

- (g) Rest Periods

Up to 4 hours	NIL
Greater than 4 hours up to 5 hours incl.	1
Greater than 5 hours up to 6.5 hours	1
6.5 hours or more	2

Rest period shall consist of fifteen (15) minutes.

- (h) Unpaid meal period of one half (½) hour will be scheduled by the Employer for shifts of five (5) hours or greater.
- (i) Where an employee who is schedule to work an eight (8) hour shift accepts additional hours, either in advance or during the course of their shift, such that the shift becomes twelve (12) hours, they shall be paid for all additional time worked at the appropriate rate and shall receive one fifteen minute paid break during the course of the additional hours.

12.04 Extra shifts required to cover short term illness or leaves of absence shall be offered in the following order:

- (a) Staff who are regularly scheduled to work less than seventy-five (75) hours bi-weekly and are interested in working up to seventy-five (75) hours, shall provide their availability.

Such call-ins will be on a rotating call-in by order of seniority.

- (b) Employees wishing extra hours, will provide their supervisor with their availability at least two (2) weeks in advance of the posting date of the schedule, by electronically submitting it via the established method.
- (c) The call-in list is by seniority. Calls will be made on a rotating basis, starting with the person under the last person who accepted a call in.
- (d) Every effort will be made to follow this call-in list. The parties agree that they shall meet on a regular basis to review the call-in practices and alter as needed to fit the needs of each department.
- (e) Full-time employees who are scheduled to work seventy-five (75) hours bi-weekly shall only be called in when no part-time employee is available under 12.04 (a) or (b) of this Article. Such call-ins will be on a rotating call-in by order of seniority.

12.05 Reporting Pay Guarantees

An employee reporting for work on their regular shift shall be paid their regular rate of pay with a minimum of four (4) hours pay or their regularly scheduled hours, whichever is less, at their regular straight time hourly rate provided they performs any duties assigned by the Employer which they are capable of doing, if their regular duties are not available.

12.06 If an employee is called into work within one half (1/2) hour of the commencement of the shift and attends to work within one (1) hour after the commencement of the shift they will be paid for the full shift.

12.07 At the time of change from standard to daylight savings time, an employee working the night shift shall be entitled to be paid straight time for all hours worked on their scheduled shift. When reverting from daylight savings time to standard time, employees shall be entitled to overtime in accordance with Article 13.01.

12.08 Where there will be new master schedules regardless of the reason the following selection process shall apply:

At the time of a new master schedule an up to date seniority list shall be issued and used for the layoff and new line selection purpose.

- i) Schedules of new lines shall be presented to the union prior to being posted and shall be posted in the staff room no less than one (1) week in advance of the meeting to select the lines.
- ii) Choosing of new lines shall occur at a meeting with the Employer and union representative presence. Employees will be provided with an opportunity to choose one of the available new lines in order of seniority.
- iii) The Union and the Employer acknowledge that the right to schedule remains that of the Employer and choosing a shift does not provide a right to the shift in perpetuity.
- iv) The Employer maintains the right to schedule as necessary to meet operational and Ministry of Health requirements and will do so in a manner that is fair and consistent with the collective agreement.

ARTICLE 13 – OVERTIME

13.01 All time worked in excess of seven and one half (7.5) hours per day or seventy-five (75) hours bi weekly shall be considered to be overtime except in cases where employees are regularly scheduled to work more than eleven and one half (11.5) hours in a day in which case it will be in excess of seventy-eight and a quarter (78.25) hours bi weekly. Overtime will be paid at the rate of one and one-half (1.5) times the employee's regular rate of pay.

13.02 Employees required to work more than three (3) hours overtime shall be provided with a meal.

13.03 Employees shall not be required to take time off instead of receiving overtime pay.

13.04 Overtime Distribution

Overtime shall be divided as equally as possible among employees who are willing and qualified to perform the available work. Overtime will first be offered by seniority to full-time employees, on duty. If no one is willing to accept the overtime, the overtime will then be offered, by seniority, to the staff scheduled on the succeeding shift.

Where possible, call back time shall also be divided equally among employees.

Should no employee be willing to work overtime in a department and other options have been exhausted, the person with the least seniority within the classification will be required to work. It is understood that the Employer will, when requiring an

employee to stay, take into consideration, the employees immediate personal circumstances.

The parties agree to review this practice as necessary at the Labour Management Committee.

Should a senior employee be by-passed in the call-in procedure, they shall be scheduled on the next mutually agreed upon available shift.

13.05 Call-Back Pay Guarantee

An employee who has left the facility after completing their shift and is called back into work shall be paid for a minimum of three (3) hours at overtime rates.

13.06 All overtime must be authorized by the Department Head or designate.

13.07 Overtime will not be paid for additional hours worked/not worked, during a twenty-four (24) hour period either as a result of change in hours at the request of an employee or as a result of an employee attending committee meetings, education sessions or while on paid leave. Overtime will not be paid where the employee has traded shifts or made an exchange with another employee.

13.08 Failure to provide at least twelve (12) hours rest between regularly scheduled shifts, unless agreed otherwise between the employee and the Employer, shall result in payment of overtime at established rates for any hours worked during such normal rest period, except where such hours resulted from a change at the request of the employee as contemplated above in Article 12.03 (f).

ARTICLE 14 – HOLIDAYS

14.01 Employees who have completed their probationary periods shall receive the following statutory holidays with pay:

New Year's Day (Jan 1 st)	Canada Day (July 1 st)
Victoria Day	Good Friday
Labour Day	Christmas Day (Dec 25 th)
Thanksgiving Day	Boxing Day (Dec 26 th)
Family Day	

Full-time Employees who have completed their probationary periods shall receive the following non-statutory holidays with pay:

Employees' Birthday
Employees' Anniversary Date

Civic Holiday (August)

Part-time employees who have completed their probationary periods shall receive the following non-statutory holidays:

Civic Holiday
Employees' Birthday

14.02 In order to qualify for holiday pay, an employee must work their full scheduled shift immediately preceding and following the holiday.

14.03 Any employee scheduled to work on a holiday and does not report for work shall forfeit their holiday and holiday pay unless the absence is due to illness, workmen's compensation and vacation in which case the employee will receive holiday pay.

An employee shall be required by the Employer to produce proof of illness in the form of a certificate signed by a legally qualified medical practitioner for any absence due to illness. Such certificate shall clearly indicate the name of the medical practitioner.

14.04 Where an employee does not work the holiday and has met the qualifier identified in 14.02 above, the employee shall be paid an average day pay, which is calculated by dividing the total hours paid in the twenty-eight (28) days preceding the holiday by twenty (20).

14.05 If a holiday is observed on a full-time employee's regular day off, or during their vacation period, the employee shall receive an additional one (1) day off in lieu thereof, unless it is mutually arranged with the Employer that the employee shall receive a day's pay in lieu of the additional day off.

14.06 i) A full-time employee who works on a holiday shall have the option to receive time and one-half (1½) plus the holiday pay, or time and one-half (1½) plus another day off with pay to run consecutive to his/her other scheduled days off and by mutual agreement between the supervisor and employee. Preference for lieu days shall be by seniority order.

ii) All full-time employees must identify two (2) weeks prior to the holiday if they would like to be paid their stat holiday pay, otherwise the employee will be provided with a lieu day.

iii) Full-time employees' electing to take lieu time may request their lieu time anytime in the six (6) months period following the date of the holiday. Any lieu time not taken from the previous calendar year will be paid out along with any outstanding vacation pay on the first full pay period in July.

- iv) Lieu day request during peak vacation periods will not be awarded until after the finalized vacation schedule has been posted.
- v) Requests for lieu days must be made in accordance with the scheduling provisions of the collective agreement subject to the operations of the home and will not be unreasonably denied.

14.07 The Employer will make every reasonable effort to grant employees, at least Christmas or New Year's off in alternating years. The following process shall be followed:

- (a) Where there are more employees willing to work either of Christmas or New Year's than is required. Preference as to which day is taken off shall be based on who worked the previous year and if equal then it shall be determined by seniority.
- (b) It is understood that to accommodate such time off, the scheduling provisions set out in the Agreement shall be waived for the two (2) pay periods commencing on or about December 15th and ending on or about January 15th of each year.
- (c) The Christmas and New Year's Preference list will be posted on October 1st of each year and removed on October 15th of each year.
- (d) Employees who culturally or spiritually celebrate at a time other than traditional Christmas and New Year's holidays, shall provide the Department Head with a written request at the same time as the Christmas and New Year's request identifying which day(s) they wish to be scheduled off for their observance.
- (e) The Christmas and New Year schedule shall be posted by November 15th of each year. Once the schedule is posted it shall not be changed without mutual agreement between the parties.
- (f) The Employer shall use its best efforts to provide employees with at least two (2) consecutive days off over Christmas or New Years. In the case of Christmas, it shall be Christmas Eve and Christmas Day or Christmas Day and Boxing Day. In the case of New Years, it shall be New Year's Eve and New Year's Day.
- (g) Where an employee(s), identifies that they wish to work on both Christmas Day and New Year's Day on the request sheet. The Employer shall offer employees by seniority the opportunity of having both days off.

- (h) Only after the completion of the above, shall employees be allowed to make shift exchanges and submit to their Department Head for approval. Normally, such exchanges shall be reviewed on a first come first serve basis and will only be approved subject to the operations of the home and must be submitted no later than November 25th. Responses to exchanges will be given to employees no later than December 7th.

ARTICLE 15 – NO PYRAMIDING

- 15.01 In no event shall any employee receive a rate of pay for any hour in excess of one and one-half (1½) times their normal hourly rate, except as may be explicitly provided for in this Agreement.
- 15.02 In no event shall there be any pyramiding of the benefits for hours not worked such as vacations, holidays, sick leave, etc.
- 15.03 There shall be no pyramiding of overtime payment or premiums.

ARTICLE 16 – VACATIONS

- 16.01 For the purpose of calculating eligibility, the vacation year shall be the period July 1 of any year to June 30 of the following year.
- 16.02 Full time Employees who have completed their probation as of the June 30th cut-off date of the current year shall receive vacation as follows:
 - (a) Employees with one (1) year of service shall receive two (2) weeks' vacation.
 - (b) Employees with four (4) years of service shall receive three (3) weeks' vacation.
 - (c) Employees with eight (8) years of service shall receive four (4) weeks' vacation.
 - (d) Employees with fifteen (15) years of service shall receive five (5) weeks' vacation.
 - (e) Employees with twenty-three (23) years of service shall receive six (6) weeks' vacation.
 - (g) Employees with twenty-eight (28) years of service shall receive seven (7) weeks' vacation.

For each week of vacation entitlement, employees shall be paid a total of two (2%) percent of gross earnings for the vacation year.

16.03 Part-time employees who have completed their probation as of the June 30th cut-off date of the current year shall receive vacation as per 16.02 above except that 1 year = 1950 hours worked. Example a) 1950 b) 7800 c) 15600 d) 29250 e) 48750 f) 54,600

16.04 All probationary employees and employees with less than one year of service at the cutoff date shall receive four (4%) percent of their gross earnings during the vacation year.

Employees who have completed their probation will be granted one (1) day of vacation for each month of service to a maximum of two (2) weeks.

16.05 One week of vacation shall equal seven (7) calendar days, scheduled from Monday to Sunday. Requests for vacation to start at a time other than Mondays, may be considered on an individual basis, after the posting of the master vacation schedule.

16.06 Vacations are not cumulative from year to year and must be taken by June 30th in the year following the June 30th cut-off date. However, employees, upon written request, shall be allowed to request a leave of absence, provided that the time requested doesn't interfere with the efficient operation of the Home.

16.07 Vacation request list shall be posted by April 1st and all Employee (Full-time and Part-time) requests must be submitted stating first (1st) and second (2nd) choices by April 15th. The finalized schedule will be posted by May 15th.

16.08 Vacation pay will be paid on the normal pay day during an employee's vacation.

16.09 Employees entitled to three (3) weeks' vacation or more, may take three (3) weeks consecutively according to priority and department allotment.

Employees shall be limited to two (2) consecutive weeks' vacation during the prime vacation period between July 1st and Labour Day in each year.

Once the final vacation schedule is posted, a second round of vacation requests will be accepted on a first come, first serve basis for additional available time as a result of posting the approved vacation requests from the initial vacation posting. It is understood that granting of these requests is subject to the operations of the home.

Should an employee fail to request to schedule any unused vacation by March 1st prior to the end of the current vacation year, vacation will be assigned by the Employer.

16.10 An employee may, at the discretion of the Employer, be allowed vacation between Christmas and New Year's. Where such an opportunity exists in a particular classification, preference shall be granted in order of the applicant's seniority. Such requests for vacation shall be limited to one (1) nursing position and one (1) other

based on seniority and by rotation. A request for additional vacation time may be considered subject to staffing requirements of the community.

16.11 Employees with four (4) years seniority or more may use up to five (5) vacation days in one (1) day increments, in accordance with predefined contract language regarding holidays and vacations. It is understood that requests for individual vacation days shall not be considered until after the posting of the master vacation schedule. The Employer will endeavour to allow employees with less than four (4) years seniority to utilize single vacation days, subject to the operational needs of the department and subject to the same terms applied to employees over four (4) years' service.

16.12 Vacation quotas shall be established by the department head based on the operational needs of the department. Unless otherwise specified, there will be a minimum of one (1) person off at a time in dietary (1 per classification), housekeeping, laundry and programs and a minimum of three (3) in nursing.

16.13 Illness During Vacation

Where an employees' scheduled vacation is interrupted due to a serious illness requiring the employee to receive medical attention, the employee shall notify the Employer forthwith and, upon presentation of a medical certificate, shall be deemed to have been on sick leave for the days in question and shall have his/her vacation credits for those days reinstated.

16.14 Confirmation of Vacation Request and Disposition

Employees shall request vacation utilizing the electronic scheduling system, confirmation of request will be as per the process established with the electronic scheduling system.

ARTICLE 17 – SICK LEAVE

17.01 Full time Employees with greater than six (6) months seniority shall be entitled to accrue three-quarter (0.75) day per month to a yearly maximum of nine (9) days. These days may be used for personal illness or the waiting period for STD. Further an employee may not use or accumulate more than nine (9) in a calendar year. It is understood that employees may carry over unused sick leave to the next year for a maximum accrual of twelve (12) days.

17.02 The Employer agrees to contribute, for full time employees, one hundred (100%) percent of the monthly premiums towards the Group Insurance Loss of Income Plan which provides first day accident, first (1st) day hospital, third (3rd) day illness, sixty-six and two-third (66 2/3%) percent loss of earnings coverage to the allowable

maximum per week for seventeen (17) weeks. Employees shall be eligible for the benefits as described in the policy subject to the terms of that policy and such other conditions as determined by the Insurance carrier. It is agreed that the Employer is in no way obligated to directly provide any of the benefits described in such plan.

- 17.03 An employee may be required by the Employer to produce proof of illness in the form of a certificate signed by a legally qualified medical practitioner for any absence due to illness. If the employee is absent due to illness for three (3) days or more a certificate signed by a legally qualified medical practitioner will be required and such certificate must be available to the Employer prior to the employee returning to work, and prior to any payment for illness. Such certificate shall clearly indicate the name of the medical practitioner. Any costs involved in obtaining medical information required by the Employer will be paid for by the Employer to the employee to a maximum of one-hundred (\$100.00) dollars annually.
- 17.04 The Employer agrees to reimburse full-time employees up to one-hundred (\$100.00) dollars per calendar year for the completion of medical certificates required under Article 17.02 above, Group Insurance Loss of Income Plan.

ARTICLE 18 – WORKPLACE SAFETY & INSURANCE BOARD

- 18.01 Where an employee is absent due to illness or injury which is compensable by the Workplace Safety & Insurance Board:
- (a) The Employer shall pay their share of any and all health and welfare benefits for the first twelve (12) months of absence due to Workplace Safety & Insurance.
 - (b) Subsequent to the period referred to in (a) above, benefit coverage may be continued by the employee provided the employee pays the total cost of the premiums to the Employer to each monthly period during the absence.
 - (c) An employee absent from work in excess of twenty-four (24) months while on Workplace Safety & Insurance shall be placed on lay-off and shall have access to recall provisions of Article 11 (b) provided they are capable of doing the work required.
 - (d) Where an employee files a Workplace Safety & Insurance Board claim and where the employee signs a repayment agreement with the Employer, the Employer shall pay the employee for up to three (3) weeks at the Workplace Safety & Insurance Board rate sixty-six and two thirds (66 2/3%) percent from the date of the injury until such time that the Workplace Safety & Insurance Board accepts or rejects the claim.

Where the claim is accepted, the Employer shall continue payment to the employee until the employee is in receipt of the first (1st) payment from Workplace Safety & Insurance Board. Upon receipt of payment from Workplace and Safety Insurance Board the employee shall reimburse the Employer in full as per the repayment agreement.

18.02 Duty to Accommodate

Where it is necessary to accommodate an employee by providing modified employment the Employer and the Union will agree on an appropriate plan of action.

ARTICLE 19 – HEALTH AND WELFARE

19.01 The Employer agrees to pay, for full time employees, one hundred (100%) percent of the billed premium of the Extended Health Care Medical Insurance Plan underwritten by the Group Insurance Company as chosen by the Employer.

19.02 The Employer agrees to pay, one hundred (100%) percent of the billed premium of the Group Life Insurance Plan providing thirty (\$30,000.00) thousand dollars of coverage for each full-time employee.

19.03 The Employer agrees to pay fifty (50%) percent of the billed premium for a dental plan (equivalent to Blue Cross #7) for all full-time employees enrolled in the plan. The plan will include zero (0) deductible, one hundred (100%) percent reimbursement, nine (9) month recall and current ODA fee guide, a thousand (\$1,000.00) dollars maximum per person covered. Employees shall be informed in writing two (2) pay-periods prior to the implementation of the increase in dental premiums. Effective July 1/08 increase the cost sharing arrangement to sixty (60 %) percent Employer paid and forty (40%) percent employee paid.

Effective June 1st 2022, The Employer agrees to pay sixty (60%) percent of the billed premium for a dental plan (equivalent to Blue Cross #7) for all full-time employees enrolled in the plan. The plan will include zero (0) deductible, one hundred (100%) percent reimbursement, nine (9) month recall and current ODA fee guide, a fifteen-hundred (\$1,500) dollars maximum per person covered. Employees shall be informed in writing two (2) pay-periods prior to the implementation of the increase in dental premiums.

19.04 Effective two (2) full pay periods following ratification, the Employer shall provide a vision care package covering three-hundred (\$300.00) dollars every twenty-four (24) months. The vision care package will cover eyeglasses and/or contact lenses to the allowed maximum.

19.05 The Employer shall provide a drug card with a seven dollar and fifty cent (\$7.50)

dispensing fee for full-time employees.

19.06 Change of Carriers

It is understood that the Employer may at any time substitute another carrier for any plan provided the benefits conferred thereby in total are not decreased. Where the Employer intends on making a change in insurance carriers, the Employer shall provide the Union with a minimum of thirty (30) days' notice of the change.

ARTICLE 20 – BEREAVEMENT LEAVE

20.01 (a) An employee who notifies the Employer as soon as possible following a bereavement shall be granted five (5) working days off without loss of her regular pay for her scheduled hours in the event of the death of her spouse, child, step-child, parent or step-parent ending with two (2) days following the day of the funeral.

(b) An employee who notifies the Employer as soon as possible following the death of a member of her immediate family shall be granted three (3) days off ending with the day following the funeral.

“Immediate family” means brother, sister, son-in-law, daughter-in-law, mother-in law, father-in-law, brother-in-law, sister-in-law, grandparent, grandchild, spouse's sibling(s) and spouse's grandparent and grandchild.

“Spouse” shall mean spouse as defined by the Family Law Reform Act.

One (1) day off with pay shall be granted in the event of the death of the employees or spouse's aunt, uncle, niece, or nephew to attend the funeral.

(c) Where the death of any person above necessitates travel or additional unpaid leave is required, a leave of absence without pay may be granted by the Employer.

(d) An employee may request to reserve a day for the purposes of spring interment or memorial service related to the death.

(e) In no case may an employee draw bereavement pay when in receipt of any other payment.

(f) In the event that an employee has a death of someone identified above while the employee is on vacation and the employee wishes to reschedule their vacation to a later date, the employee shall notify their supervisor as soon as practical immediately following the death. (This is not intended to

automatically extend their vacation beyond the approved time.)

20.02 Where such time is required to attend the funeral, the Employer agrees to grant up to an additional four (4) days unpaid leave of absence for travelling time.

20.03 Spouse shall be defined to include same sex partners.

ARTICLE 21 – PREGNANCY, PARENTAL, ADOPTION, PERSONAL LEAVE AND EDUCATION LEAVE

21.01 Definitions

“Parent” includes a person with whom a child is placed for adoption and a person who is in a relationship of some permanence with a parent of a child and who intends to treat the child as his or her own, and “child” has a corresponding meaning.

“Same-sex partner” means either of two (2) persons of the same sex who live together in a conjugal relationship outside marriage.

“Spouse” means:

- (a) a spouse as defined in Section 1 of the *Family Law Act*, or
- (b) either of two (2) persons of the opposite sex who live together in a conjugal relationship outside marriage.

21.02 Pregnancy Leave

1. A pregnant employee is entitled to a leave of absence without pay unless her due date falls fewer than thirteen (13) weeks after she commenced employment.

2. When Leave May Begin

An employee may begin her pregnancy leave no earlier than the earlier of:

- (a) the day that is seventeen (17) weeks before her due date; and
- (b) the day on which she gives birth.

3. Exception

Clause 2(b) does not apply with respect to a pregnancy that ends with a stillbirth or miscarriage.

i) Latest Day for Beginning Pregnancy Leave

An employee may begin her pregnancy leave no later than the earlier of:

- (a) her due date; and
- (b) the day on which she gives birth.

4. Notice

An employee wishing to take pregnancy leave shall give the Employer:

- (a) written notice at least two (2) weeks before the day the leave is to begin; and
- (b) if the Employer requests it, a certificate from a legally qualified medical practitioner stating the due date.

5. Notice to Change Date

An employee who has given notice to begin pregnancy leave may begin the leave:

- (a) on an earlier day than was set out in the notice, if the employee gives the Employer a new written notice at least two (2) weeks before that earlier day; or
- (b) on a later day than was set out in the notice, if the employee gives the Employer a new written notice at least two (2) weeks before the day set out in the original notice.

6. Same, Complication, Etc.

If an employee stops working because of a complication caused by her pregnancy or because of a birth, stillbirth or miscarriage that occurs earlier than the due date, subsection 4 does not apply and the employee shall, within two (2) weeks after stopping work, give the Employer:

- (a) written notice of the day the pregnancy leave began or is to begin; and
- (b) if the Employer requests it, a certificate from a legally qualified medical practitioner stating:
 - i) in the case of an employee who stops working because of a complication caused by her pregnancy, that she is unable to perform the duties of her position because of the complication

and stating her due date,

- ii) in any other case, the due date and the actual date of the birth, stillbirth or miscarriage.
7. Credits for service for the purpose of salary increments, vacations, or any other benefit included and prescribed under the Employment Standards Act shall continue and seniority shall accumulate during the leave. Part-time employee's credits will be based on the average hours worked in the seven (7) payrolls prior to the commencement of the leave.
8. An employee who is on pregnancy leave as provided under this Agreement and has applied for and is in receipt of Employment Insurance pregnancy/parental benefits pursuant to sections 18 and 20 of the Employment Insurance Act, 1996, shall be paid a supplemental unemployment benefit. That benefit will be equivalent to the difference between seventy-five (75%) percent of her regular weekly earnings and the sum of her weekly rate of Employment Insurance benefits and any other earnings. Such payment shall commence following completion of the one (1) week Employment Insurance waiting period and receipt by the Employer of the employee's Employment Insurance cheque stub as proof that she is in receipt of Employment Insurance pregnancy/parental benefits and shall continue while the employee is in receipt of such benefits for a maximum period of fifteen (15) weeks. The employee's regular weekly earnings shall be determined by multiplying her regular hourly rate on her last day worked prior to the commencement of the leave times her normal weekly hours.

21.03 End of Pregnancy Leave

1. An employee's pregnancy leave ends:
 - (a) if she is entitled to parental leave, seventeen (17) weeks after the pregnancy leave began;
 - (b) if she is not entitled to parental leave, on the day that is the later of:
 - i) Seventeen (17) weeks after the pregnancy leave began, and
 - ii) six (6) weeks after the birth, stillbirth or miscarriage.

2. Ending Leave Early

An employee may end her leave earlier than the day set out in subsection 1 by giving her Employer written notice at least four (4) weeks

before the day she wishes to end her leave.

3. Changing End Date

An employee who has given notice under subsection 2 to end her pregnancy leave may end the leave:

- (a) on an earlier day than was set out in the notice, if the employee gives the Employer a new written notice at least four (4) weeks before the earlier day; or
- (b) on a later day than was set out in the notice, if the employee gives the Employer a new written notice at least four (4) weeks before the day indicated in the original notice.

4. Employee Not Returning

An employee who takes pregnancy leave shall not terminate her employment before the leave expires or when it expires without giving the Employer at least four (4) weeks' written notice of the termination.

5. Exception

Subsection 4 does not apply if the Employer constructively dismisses the employee.

21.04 1. Parental Leave

An employee who has been employed by his or her Employer for at least thirteen (13) weeks and who is the parent of a child is entitled to a leave of absence without pay following the birth of the child or the coming of the child into the employee's custody, care and control for the first time.

2. When Leave May Begin

An employee may begin parental leave no later than fifty-two (52) weeks after the day the child is born or comes into the employee's custody, care and control for the first time.

3. Restriction if Pregnancy Leave Taken

An employee who has taken pregnancy leave must begin her parental leave when her pregnancy leave ends unless the child has not yet come into her custody, care and control for the first time.

4. Notice

Subject to subsection 6, an employee wishing to take parental leave shall give the Employer written notice at least two (2) weeks before the day the leave is to begin.

5. Notice to Change Date

An employee who has given notice to begin parental leave may begin the leave:

- (a) on an earlier day than was set out in the notice, if the employee gives the Employer a new written notice at least two (2) weeks before that earlier day; or
- (b) on a later day than was set out in the notice, if the employee gives the Employer a new written notice at least two (2) weeks before the day set out in the original notice.

6. If Child Earlier Than Expected

If an employee stops working because a child comes into the employee's custody, care and control for the first time earlier than expected:

- (a) the employee's parental leave begins on the day he or she stops working; and
- (b) the employee must give the Employer written notice that he or she is taking parental leave within two (2) weeks after stopping work.

21.05 1. End of Parental Leave

An employee's parental leave ends thirty-five (35) weeks after it began, if the employee also took pregnancy leave and thirty-seven (37) weeks after it began, otherwise.

2. Ending Leave Early

An employee may end his or her parental leave earlier than the day set out in subsection 1 by giving the Employer written notice at least four (4) weeks before the day he or she wishes to end the leave.

3. Changing End Date

An employee who has given notice to end his or her parental leave may end the leave:

- (a) on an earlier day than was set out in the notice, if the employee gives the Employer a new written notice at least four (4) weeks before the earlier day; or
- (b) on a later day than was set out in the notice, if the employee gives the Employer a new written notice at least four (4) weeks before the day indicated in the original notice.

4. Employee Not Returning

An employee who takes parental leave shall not terminate his or her employment before the leave expires or when it expires without giving the Employer at least four (4) weeks' written notice of the termination.

5. Exception:

Subsection 4 does not apply if the Employer constructively dismisses the employee.

21.06 Personal Leave:

The Employer may grant leave of absence without pay for personal reasons of up to four (4) weeks duration. Leave of absence must be requested four (4) weeks prior to the commencement of the desired leave, in writing, and stating the date that the leave will commence and the planned date of return. In case of emergency, the four (4) weeks' notice may be waived.

21.07 Where the absence for personal leave extends beyond four (4) consecutive weeks:

- (a) Vacation and seniority credits shall continue to accumulate only during the first four (4) weeks of any personal leave except in the case of a personal leave to care for a sick spouse, child or parent. Seniority (only) shall be maintained for the duration of the leave.
- (b) The Employer shall continue for full time employees, O.H.I.P. and Group Insurance payments during a personal leave, up to a maximum of four (4) weeks duration. Beyond the four (4) weeks, the employee may continue their coverage in the plans by contributing the cost of the premiums to the Employer who will make the payments to respective carriers.

Employees requesting personal leave will not be required to use vacation

credits.

21.08 Education Leave

If required by the Home, an employee shall be entitled to leave of absence with pay and without loss of seniority and benefits to write examinations to upgrade his or her employment qualifications. Where employees are required by the Home to take a course to upgrade or acquire new employment qualifications, the Home shall pay the tuition and approved expenses related to the course and shall adjust the employee's schedule to ensure no loss of regular straight time pay.

Subject to operational requirements, the Home will make every reasonable effort to grant requests for necessary changes to an employee's schedule to enable attendance at a recognized up-grading course or seminar related to employment with the Home.

21.09 Where the Employer requests an employee to take a course on training or upgrading, the employee's hours shall be adjusted to ensure that no time is lost.

21.10 Emergency Leave / Family Leave

The Employer recognizes quality of life includes working life and family life. To this end the parties recognize that employees may need to care for family members who are ill. The Employer endeavours to work with the employees in granting requests for leaves for this purpose.

Such leaves shall be subject to the general leave of absence rules and the provisions of the *Employment Standards Act*.

ARTICLE 22 – JURY DUTY

22.01 The Employer shall grant leave of absence without loss of seniority to any employee who serves as a juror in any court. The Employer shall pay such employee the difference between their normal earnings for the time they lose from regularly scheduled work by reason of jury service and the payment the employee received for jury service. The Employer shall not be responsible for paying any part of the expenses incurred by the employee for travelling, meals, or other expenses in connection with jury service. The employee will present proof of the jury service and the amount of payment received.

ARTICLE 23 – UNION LEAVE OF ABSENCE

23.01 The Employer shall grant, on request of the Union, leaves of absence to employees,

without pay to attend Union Conventions or seminars.

- 23.02 (a) The Union agrees to limit the request for leave of absence, as outlined above, to one (1) employee from a shift or area, and to no more than three (3) employees at one and the same time.
- (b) Leaves of absence for Union activity shall not total more than seventy-five (75) days accumulative in any calendar year.
- (c) The Union shall notify the Employer fourteen (14) days in advance where possible of the requested leave of absence. Granting time off is subject to the operational needs of the home.
- (d) An employee who is elected or selected for a full-time position with the union shall be granted a leave of absence without pay and without loss of seniority for a period of up to one (1) year.

23.03 Employees on approved Union Leave shall be paid their regular straight time rate of pay for all scheduled hours, and the Union shall reimburse the Employer for such payments, including any payments to the employee's benefits for the day in question.

23.04 Where an employee who is elected to public office, the employee shall be granted a leave of absence without pay and without loss of seniority for a period of up to one year. Granting of such leave shall be subject to the operations of the home.

ARTICLE 24 – WAGE RATES

24.01 The various job classifications and the applicable hourly rates therefore are set forth in Schedule "A" hereto. Progression within the applicable wage scales is based upon length of service with the Employer since the last date of hiring.

24.02 The Employer shall pay the wages due to employees' bi-weekly. On each payday, each employee shall be provided with an itemized statement of wages, hours and deductions. All employees will have their pay deposited into their bank account through automatic payroll deposit.

24.03 The employees assigned to relieve in a higher classification for a period of a half a shift or more shall be paid the rate for the higher classification for all hours worked during the period of relief in the higher classification.

24.04 Part time employees shall receive seventy-five (\$0.75) cents per hour in lieu of health and welfare benefits, sick leave and uniform allowance.

Effective the first pay period after January 1, 2022, Article 24.04 is amended to read:

Part-time employees shall receive four (4%) of their regular rate of pay per hour worked above their regular rates of pay as set out in Appendix "A" hereto attached in lieu of all forms of health and welfare benefits, sick leave and uniform allowance.

- 24.05 (a) Shift Premium: All employees who work any night shift - i.e.: 1900 – 0700 hours and 2300 – 0700 hours shall receive a premium of twenty-five (\$0.25) cents per hour worked. This premium shall not form part of the hourly rate.

Effective two full pay periods following the issuing of the award dated May 27th 2021,

All employees who work any night shift (ie: 1800-0600 hours and 2200-0600) shall receive a premium of thirty cents (\$0.30) per hour worked. This premium shall not form part of the hourly rate.

- (b) Employees shall be paid a weekend premium of thirty (\$0.30) cents per hour for all hours worked between Friday at 2200 hours and Sunday at 2200 hours. This premium shall not form part of the hourly rate. This premium shall be in addition to the shift premium.

Effective January 1, 2025, Employees shall be paid a weekend premium of forty (\$0.40) cents per hour for all hours worked between Friday at 2200 hours and Sunday at 2200 hours. This premium shall not form part of the hourly rate. This premium shall be in addition to the shift premium.

ARTICLE 25 – NURSING HOME AND RELATED INDUSTRIES PENSION PLAN

25.01 The parties agree that as soon as practicable arrangements will be made to transfer to the Industry and related pension plan. This plan currently is for full-time employees.

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

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

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

All other payments, premiums, allowances etc. are excluded.

"Eligible Employee" means full-time employees in the Bargaining Unit who have completed nine hundred and seventy-five (975) hours of service.

- (c) Each eligible full-time employee covered by this Collective Agreement shall contribute from each pay period an amount equal to four percent (4%) of applicable wages to the plan. The Employer shall match such contributions, the amount being four percent (4%) of applicable wages.
- (d) Part time employees shall be included at four (4%) percent matching contributions.
- (e) The employee and Employer contributions shall be paid to the Plan within thirty (30) days after the end of the calendar month in which the pay date falls for the pay period from which the contributions are attributable.
- (f) 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 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 in force, the parties will meet directly to finalize methods to relieve the Employer of this increased obligation to the extent that any such obligations exceeds that which the Employer would have if the Plan were a defined Contribution Plan.

- (g) The Employer agrees to provide to the Administrator of the Plan, on a timely basis all information required pursuant to the Pension Benefits Act, R.S.O. 1990, CH P8, as amended, which the Administrator may reasonable require in order to properly record and process Pension Contributions and Pension Benefits.

The information required to be provided by the Employer may be provided in the form normally maintained by the Employer, whether on computer disc,

manual records, or otherwise. In the event such information is not readily available without review of other information not relevant to the Plan, the Plan shall make arrangements with the Employer for access to the required information. This may include the Employer providing such information at reasonable cost to the Plan. If the Administrator and Employer are unable to agree on the form of such access, a mutually acceptable third party, such as a firm of accountants and auditors, shall be retained at the expense of the Plan to obtain such information from the Employer's files.

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

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

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

i) To Be Provided Once Only at Plan Commencement

Date of Hire
Date of Birth
Date of First Remittance
Seniority List (for the purposes of calculations past service credit)

ii) To Be Provided with Each Remittance

Name
Social Insurance Number
Monthly Remittance
Pensionable Earnings

iii) To Be Provided Once, And If Status Changes

Address as provided to the Home
Termination date when applicable

iv) To Be Provided Once, If They Are Readily Available

Gender
Marital Status

ARTICLE 26 – GENERAL

- 26.01 Proper accommodation shall be provided for employees to have their meals and keep and change their clothes.
- 26.02 The Employer will provide the Union a bulletin board accessible to all employees for the sole use of the Union. The Union may post notices on such bulletin boards and will provide a copy to the Employer for information purposes only. All postings shall be respectful towards the Employer/Management/Union relationship.
- 26.03 Safety Committee
- (a) The Union and the Employer agree to co-operate in the promotion of safe working habits and conditions. The Union agrees that there is an obligation on the part of the employees to work in a safe and efficient manner, and further agrees to obtain the full co-operation of its membership in the observation of all safety rules and regulations.
 - (b) Recognizing its responsibilities under the applicable legislation, the Employer agrees to accept as a member of its Joint Health and Safety Committee at least one representative selected or appointed by the Union from amongst bargaining unit employees. The Union agrees to, where possible, when selecting representatives shall select members who have their appropriate certifications required of members of the JOHSC.
- 26.04 The Employer agrees to pay all full-time employees who have completed six (6) months of service the amount of eighty (\$80.00) dollars on the first full pay of January and eighty (\$80.00) dollars on the first full pay of July each year for the purpose of purchasing and maintaining uniforms and shoes. The total amount of uniform allowance paid shall not exceed one-hundred and sixty (\$160.00) dollars.
- 26.05 Employees who are required to attend meetings, excluding fire meetings, outside normal working hours shall receive a minimum of two (2) hours pay.
- 26.06 Where an employee receives the approval of the Administrator or their designate to remain on the job beyond the end of a shift to ensure adequate patient care or staffing, such employee shall be compensated according to the applicable regular or overtime rate.
- 26.07 In lieu of any medical examination for work, an employee may complete the required forms annually and shall ensure that regular medical check-ups are continued, and any illnesses or disabilities promptly reported.
- 26.08 In-Services/Training: Where employees are required by the Employer to attend in-

services or take courses, including online training, the Employer will endeavour to have this mandatory training completed during the employee's shift with no loss of pay. In the event that an employee is required to complete such training outside of the workplace, the Employer will pay up to four hours of the employee's regular wage rate. If the Employer or the MOLTC substantially increases the amount of mandatory training to be completed by employees, the parties shall meet to review and discuss prior to implementation.

Hours paid under this provision shall not be used to calculate premium pay.

ARTICLE 27 – INTERPRETATION

27.01 In this Agreement references in the singular, plural, masculine or feminine context shall be deemed to apply generally to all employees.

27.02 The word "employee" or "employees" as used in this Agreement shall mean the employees referred to in Article 2 of this Agreement.

ARTICLE 28 – COPIES OF THIS AGREEMENT

28.01 Copies of this Agreement will be reproduced in a format agreeable to both the Union and the Employer such that each employee will be given their own copy. The first draft of the document will be distributed for proofreading within sixty (60) days of ratification. The cost of such reproduction shall be shared by the Employer and the Union.

ARTICLE 29 – TERM OF THE AGREEMENT

29.01 This Agreement shall remain in full force and effect from June 1, 2023 to May 31, 2025. Either party may give the other party written notice of its desire to bargain with a view to the renewal of the Agreement or to the making of a new Agreement within the period of ninety (90) days before the Agreement ceases to operate.

IN WITNESS WHEREOF the parties hereto have caused this Agreement to be signed by their duly authorized representatives this 23rd day of July 2025

FOR THE EMPLOYER

FOR THE UNION

Shaneka Brissett
Shaneka Brissett (Jul 23, 2025 10:30:05 EDT)

Joan Kelly
Joan Kelly (Jul 22, 2025 10:51 EDT)

Melissa Junkin
Melissa Junkin (Jul 22, 2025 15:26 EDT)

Pamela Kulas
Pamela Kulas (Jul 24, 2025 11:44:41 EDT)

Ashlee McKibbin
Ashlee McKibbin (Jul 22, 2025 14:25 EDT)

Joanne Sabrell
Joanne Sabrell (Jul 22, 2025 17:32 EDT)

SCHEDULE A – WAGE GRID

- Enshrine the \$3.00 PWE for PSWs in the wage rates effective June 1, 2023 before the General wage increase
- General wage increase effective June 1, 2023 – 3.5%
- General wage increase effective June 1, 2024 – 3.5%
 - Special Wage Adjustments of fifteen (\$0.15) cents to the following noted classifications effective two (2) full pay periods following the Date of Ratification: Dietary Aide, Housekeeping Aide and Laundry Aide
 - Effective two (2) full pay periods following ratification, increase the start rate of the Cook without paper by \$1.50 cents
 - Effective two (2) full pay periods following ratification, introduce the CSA classification.

CASE MANOR CARE COMMUNITY			1-June-23 (Incorporate PWE - \$3)	3.5%	3.5%	Effective two (2) full pay periods following ratification	
Classification	Step Number	Steps		01-Jun-23	01-Jun-24		
Recreation Aide (diploma or degree)	1	Start		\$ 19.58	\$ 20.27		
	2	450		\$ 19.98	\$ 20.67		
	3	1950		\$ 21.34	\$ 22.09		
	4	5850		\$ 22.73	\$ 23.52		
PSW	1	Start	\$ 22.49	\$ 23.28	\$ 24.09		
	2	450	\$ 23.24	\$ 24.05	\$ 24.90		
	3	1950	\$ 23.87	\$ 24.71	\$ 25.57		
	4	5850	\$ 25.21	\$ 26.09	\$ 27.01		
COOK (without Papers)	1	Start		\$ 17.33	\$ 17.93	\$ 1.50	\$ 19.43
	2	450		\$ 19.91	\$ 20.61		\$ 20.61
	3	1950		\$ 21.49	\$ 22.24		\$ 22.24
	4	5850		\$ 22.10	\$ 22.87		\$ 22.87
COOK (with Papers)	1	Start		\$ 21.18	\$ 21.92		
	2	450		\$ 21.77	\$ 22.53		
	3	1950		\$ 22.44	\$ 23.22		
	4	5850		\$ 23.07	\$ 23.88		
Dietary Aide	1	Start		\$ 17.56	\$ 18.18	\$ 0.15	\$ 18.33
	2	450		\$ 18.65	\$ 19.30	\$ 0.15	\$ 19.45
	3	1950		\$ 18.75	\$ 19.41	\$ 0.15	\$ 19.56
	4	5850		\$ 19.45	\$ 20.13	\$ 0.15	\$ 20.28

Housekeeping Aide	1	Start		\$ 17.56	\$ 18.18	\$ 0.15	\$ 18.33
	2	450		\$ 18.65	\$ 19.30	\$ 0.15	\$ 19.45
	3	1950		\$ 18.75	\$ 19.41	\$ 0.15	\$ 19.56
	4	5850		\$ 19.45	\$ 20.13	\$ 0.15	\$ 20.28
Laundry Aide	1	Start		\$ 17.56	\$ 18.18	\$ 0.15	\$ 18.33
	2	450		\$ 18.65	\$ 19.30	\$ 0.15	\$ 19.45
	3	1950		\$ 18.75	\$ 19.41	\$ 0.15	\$ 19.56
	4	5850		\$ 19.45	\$ 20.13	\$ 0.15	\$ 20.28
Restorative Care Aide	1	Start		\$ 19.57	\$ 20.26		
	2	450		\$ 19.91	\$ 20.61		
	3	1950		\$ 21.12	\$ 21.86		
	4	5850		\$ 22.50	\$ 23.29		
Unit Clerk/Reception	1	Start		\$ 19.60	\$ 20.29		
	2	450		\$ 20.08	\$ 20.78		
	3	1950		\$ 20.53	\$ 21.25		
	4	5850		\$ 20.78	\$ 21.51		
CSA	1	Start					\$ 18.03
	2	450					\$ 19.15
	3	1950					\$ 19.26
	4	5850					\$ 19.98

The above rates include and conclude Pay Equity obligations

Restorative alone without the restorative care certificate shall be paid at the PS W rate of pay.

Activation aide who does not have a degree or 2-year diploma from community college but has the restorative or activation certificate shall be paid as restorative care.

Red Seal Chef shall be paid fifty (\$0.50) cents per hour above the cook with Provincial designation rate. Such premium shall not form part of the hourly rate.

Retroactivity shall be paid on a separate cheque within eight (8) full pay periods following ratification to all current and past employees on staff at the time of ratification.

Addendum

The terms and conditions of the full-time and part-time bargaining unit Collective Agreement shall apply to the clerical employees, save and except as modified by this Addendum.

Canadian Union of Public Employees as the bargaining agent of all office and clerical employees employed by Case Manor Community Sienna Senior Living in the City of Kawartha Lakes, save and except supervisor, persons above the rank of supervisor students employed during the school vacation period and employees already represented by a trade union.

TT/COPE491

LETTER OF UNDERSTANDING

between

CASE MANOR COMMUNITY SIENNA SENIOR LIVING

and

**CANADIAN UNION OF PUBLIC EMPLOYEES
AND ITS LOCAL 3204**

RE: Ministry of Health Special Funding Initiatives / Special Projects

The Employer agrees that where the home intends on participating in Ministry of Health Special Funding initiatives where bargaining unit member(s) may be qualified to participate, that they shall meet with the union to advise of the participation and the process to be followed to fill the position(s).

Where a bargaining unit member possesses the qualifications to participate in an initiative and this initiative is inside or outside the bargaining unit, the parties agree where a bargaining unit employee is selected for the position or qualifies for increased hours under the Ministry of Health Special Funding Initiative, the employee will accrue seniority based on the average number of hours worked in the previous six (6) pay periods prior to the start of the initiative.

No bargaining unit employee will accrue seniority for additional hours worked as a result of the Special Funding Initiative.

It is understood, that the awarding of additional hours associated with such initiatives and that conclusion of initiatives is determined by the Employer.

It is the intent to, where possible, to provide opportunities for bargaining unit members to increase their skill and knowledge.

Dated this 23rd **day** July **2025.**

FOR THE EMPLOYER

FOR THE UNION

Shanaka Brissett
Shanaka Brissett (Jul 23, 2025 10:30:05 EDT)

Joan Kelly
Joan Kelly (Jul 22, 2025 10:51 EDT)

Melissa Junkin
Melissa Junkin (Jul 22, 2025 15:26 EDT)

Pamela Kulas
Pamela Kulas (Jul 24, 2025 11:44:41 EDT)

Ashlee McKibbin
Ashlee McKibbin (Jul 22, 2025 14:25 EDT)

Joanne Cabrelli
Joanne Cabrelli (Jul 22, 2025 17:32 EDT)



LETTER OF UNDERSTANDING

between

CASE MANOR COMMUNITY SIENNA SENIOR LIVING

and

**CANADIAN UNION OF PUBLIC EMPLOYEES
AND ITS LOCAL 3204**

RE: Domestic Employees

The following employees will be paid the following rates as long as they remain in their current job classification. It is understood and agreed that these employees, if they transfer out of, or post into a different classification, they will assume the rate of pay in the classification in accordance with the terms and conditions of the Collective Agreement. Further increases shall be applied to the rates in place at the time of the expiry of each Agreement until such time as there are no more employees in this classification, in which case this letter shall expire or be negotiated out.

Julie Welburn
Karen Butts

Effective Date	06/01/2022 Expired	June 1, 2023	June 1, 2024
Wage	\$20.30	\$21.01	\$21.75

Dated this 23rd **day** July **2025.**

FOR THE EMPLOYER

Shaneka Brissett
Shaneka Brissett (Jul 23, 2025 10:30:05 EDT)

Pamela Kulas
Pamela Kulas (Jul 24, 2025 11:44:41 EDT)

FOR THE UNION

Joan Kelly
Joan Kelly (Jul 22, 2025 10:51 EDT)

Melissa Junkin
Melissa Junkin (Jul 22, 2025 15:26 EDT)

Ashlee McKibbin
Ashlee McKibbin (Jul 22, 2025 14:25 EDT)

Joanne Cabrelli
Joanne Cabrelli (Jul 22, 2025 17:32 EDT)

LETTER OF UNDERSTANDING

between

CASE MANOR COMMUNITY SIENNA SENIOR LIVING

and

**CANADIAN UNION OF PUBLIC EMPLOYEES
AND ITS LOCAL 3204**

RE: Article 12.04 and 13.05

Should a senior employee be by-passed in the call-in procedure, they shall be scheduled on the next mutually agreed upon available shift within twenty-eight (28) days from the date of the missed opportunity.

The employee shall provide their supervisor with the dates that they are available to be scheduled and/or called. In the event that the shift missed was an overtime shift, every effort will be made to provide the employee with an overtime shift; in the event that the missed shift was non-overtime, the employee will be provided with a non-overtime shift.

The parties agree to meet within ninety (90) days of the signing of this LOU to discuss alternatives to the process of postings shift schedules, as well as the process and timing that employees submit their availability.

Dated this 23rd **day** July **2025.**

FOR THE EMPLOYER

Shaneka Brisett
Shaneka Brisett (Jul 22, 2025 10:29:05 EDT)

Pamela Kulas

Pamela Kulas (Jul 24, 2025 11:44:41 EDT)

FOR THE UNION

Joan Kelly

Joan Kelly (Jul 22, 2025 10:51 EDT)

Melissa Junkin

Melissa Junkin (Jul 22, 2025 15:26 EDT)

Ashlee McKibbin

Ashlee McKibbin (Jul 22, 2025 14:25 EDT)

Joanne Esbrell

Joanne Esbrell (Jul 22, 2025 17:32 EDT)

LETTER OF UNDERSTANDING

between

CASE MANOR COMMUNITY SIENNA SENIOR LIVING

and

**CANADIAN UNION OF PUBLIC EMPLOYEES
AND ITS LOCAL 3204**

RE: Electronic Scheduling

The parties agree that for the purposes of scheduling and posting of schedules the parties shall mean the Electronic Scheduling System currently in place. The Employer agrees to print and maintain a current schedule of vacations, holidays and working hours in the scheduling binder to be placed in the staff room. The Employer will also provide a printed copy of the submitted on-call availability to part time and casual staff for confirmation. It is understood that this letter is an interim measure until such time as that both Parties mutually agree that the electronic system has been successfully fully integrated and implemented into the Home.

Dated this 23rd day July 2025.

FOR THE EMPLOYER

Shaneka Brisett
Shaneka Brisett (Jul 23, 2025 10:30:05 EDT)

Pamela Kulas
Pamela Kulas (Jul 24, 2025 11:44:41 EDT)


FOR THE UNION

Joan Kelly
Joan Kelly (Jul 22, 2025 10:51 EDT)

Melissa Junkin
Melissa Junkin (Jul 22, 2025 15:26 EDT)

Ashlee McKibbin
Ashlee McKibbin (Jul 22, 2025 14:25 EDT)

Joanne Cabrelli
Joanne Cabrelli (Jul 22, 2025 17:32 EDT)



LETTER OF UNDERSTANDING

between

CASE MANOR COMMUNITY SIENNA SENIOR LIVING

and

**CANADIAN UNION OF PUBLIC EMPLOYEES
AND ITS LOCAL 3204**

RE: Extended Twelve (12) Hour Tour Schedules and Hybrid Schedules (combination of twelve (12) and eight (8) hour tours)

Purpose

The purpose of this Letter of Understanding is to vary certain terms of the Collective Agreement for the implementation, scheduling, call in and discontinuation of extended twelve (12) hour tour schedules and hybrid schedules. With the exception of specific variations set forth in the Letter of Understanding, all other conditions and terms of the Collective Agreement shall remain in force and in effect. It is understood that insofar as any provision of the Letter of Understanding shall prevail.

- A) An extended twelve (12) hour tour shall embody the following conditions:
 - a.) 11.25 consecutive hours in any twenty four (24) hour period, exclusive of a total of forty-five (45) minutes of unpaid relief time, and
 - b.) Subject to exigencies of resident care, a total of forty-five (45) minutes of paid relief time

- B) An eight (8) hour tour shall embody the following conditions:
 - a.) 7.5 consecutive hours in any twenty four (24) hour period, exclusive of a thirty (30) minutes of unpaid relief time, and
 - b.) Subject to exigencies of patient care, a total of thirty (30) minutes of paid relief time.

- C) An extended twelve (12) hour tour schedule shall include tours as referred to in A) above.

- D) A hybrid schedule shall include tours as referred to in A) and B) above.

- E) a. An extended tour or hybrid schedule shall be introduced in any classification when:
- i. Clear majority of employees in the classification indicate by secret ballot, in a vote conducted by the Union, and
 - ii. The Employer agrees to implement an extended tour or hybrid schedule. Such agreement shall not be withheld in an unreasonable or arbitrary manner.
- b. An extended tour or hybrid schedule shall be discontinued in any classification when:
- i. Clear majority of employees in the classification indicate by secret ballot, in a vote conducted by the Union, or
 - ii. The Employer because of
 1. Adverse event on resident care, or
 2. Inability to provide a workable schedule, or
 3. Other reasons which the Employer states its intention to discontinue an extended tour.
- c. If an extended tour or hybrid schedule is discontinued in accordance with (b)(i) or (b)(ii) above:
- i. The parties shall meet within two (2) weeks of the decision to discontinue to review the decision; and
 - ii. The affected employees shall be given at least sixty (60) calendar days' notice before such discontinuance.
- d. The secret ballots referred to in a) and b) above:
- i. Must be counted and verified in the presence of a Union representative, and
 - ii. Shall not take place unless six (6) months has elapsed from the date of any such previous ballot within the classification.
- F) An employee shall not be required to work more than three (3) consecutive twelve (12) hour tours without a day off. If an employee is required to work more than three (3) consecutive twelve (12) hour tours, the Employer will pay the employee premium payment in accordance with Article 15 for every consecutive twelve (12) hour tour worked following the third (3rd) and consecutive twelve (12) hour tour.
- G) Overtime in accordance with Article 13 shall be paid for all hours worked in excess of a scheduled extended twelve (12) hour tour or a scheduled eight (8) hour tour.
- H) It is understood that all hours worked in excess of two hundred and twenty five (225) hours averaged over a six week period shall be paid as overtime in accordance with

Article 13.

- I) There shall be a minimum of twelve (12) hours scheduled off between tours. Should the Employer schedule less than twelve (12) hours between the tours, the employees shall be paid overtime in accordance with Article 13 for the entire tour worked that does not provide such minimum.
- J) Shift premium shall be paid in accordance with Article 24.
- K) An employee working an extended tour on a paid holiday will be paid for actual hours worked on the holiday in accordance with Article 14. Paid hours for each with designated holiday not worked, and each lieu day for each designated holiday worked by full time employees shall be 7.5 hours (i.e.) $12 \text{ paid holidays} \times 7.5 = 90$ hours in one year.
- L) If an extended tour becomes available, the tour shall be offered in accordance with the call in procedure to employees in the classification who are not scheduled to work in circumstances where no overtime or premium payments(s).would result.

Dated this 23rd day July 2025.

FOR THE EMPLOYER

Shaneka Brissett
Shaneka Brissett (Jul 23, 2025 10:30:05 EDT)

Pamela Kulas
Pamela Kulas (Jul 24, 2025 11:44:41 EDT)

FOR THE UNION

Joan Kelly
Joan Kelly (Jul 22, 2025 10:51 EDT)

Melissa Junkin
Melissa Junkin (Jul 22, 2025 15:26 EDT)

Ashlee McKibbin
Ashlee McKibbin (Jul 22, 2025 14:25 EDT)

JALB
Joanne Cabrelli (Jul 22, 2025 17:32 EDT)