

COLLECTIVE AGREEMENT

between

**Richview Manor Vaughan Limited
Partnership
(hereinafter the "Employer")**

and

**Canadian Union of Public Employees (CUPE)
and its Local 5287
(hereinafter the "union")**

TERM:

April 1, 2024 to March 31, 2026

Contents

ARTICLE 1 – PURPOSE.....	3
ARTICLE 2 – SCOPE AND RECOGNITION	3
ARTICLE 3 – MANAGEMENT RIGHTS	3
ARTICLE 4 – DEFINITIONS.....	4
ARTICLE 5 – UNION SECURITY.....	5
ARTICLE 6 – NO STRIKES OR LOCK-OUTS.....	6
ARTICLE 7 – UNION REPRESENTATION AND COMMITTEES	6
ARTICLE 8 – GRIEVANCE PROCEDURE	8
ARTICLE 10 – SENIORITY	12
ARTICLE 11 – JOB POSTINGS & TEMPORARY VACANCIES	13
ARTICLE 12 – LAYOFFS AND RECALLS	15
ARTICLE 13 – HOURS OF WORK.....	15
ARTICLE 14 – OVERTIME	18
ARTICLE 15 – PAID HOLIDAYS	19
ARTICLE 16 – VACATIONS	20
ARTICLE 17 – BEREAVEMENT.....	22
ARTICLE 18 – PREGNANCY AND PARENTAL LEAVE.....	23
ARTICLE 19 – JURY DUTY	23
ARTICLE 20 – LEAVES OF ABSENCE	24
ARTICLE 21 – SICK LEAVE.....	24
ARTICLE 22 – HEALTH & WELFARE.....	25
ARTICLE 23 – PERSONAL FILES.....	27
ARTICLE 24 – TERM OF AGREEMENT	27
ARTICLE 25 –NURSING HOMES AND RELATED INDUSTRIES PENSION PLAN (NHRIPP)	28
ARTICLE 26 – NEW CLASSIFICATION.....	30
ARTICLE 27 – UNIFORM.....	30
ARTICLE 28 – ERRORS ON PAYCHEQUES	31
SCHEDULE 'A' – WAGES & CLASSIFICATIONS	32
RETROACTIVITY.....	33

ARTICLE 1 – PURPOSE

1.01 Purpose

The purpose of this Agreement is to maintain an orderly collective bargaining relationship between the Employer, the Union and the employees concerned and to provide a mechanism for the prompt and equitable disposition of grievances; to establish and maintain satisfactory working conditions, hours of work and wages for all employees within the bargaining unit; to ensure that the Employer remains competitive in the retirement home industry and provide the best care possible for the residents.

ARTICLE 2 – SCOPE AND RECOGNITION

2.01 Bargaining Unit Description

The Employer recognizes the Union as sole collective bargaining agent for all employees of Richview Manor Vaughan Limited Partnership working in Maple/Vaughan, Ontario save and except concierges, office and clerical, registered nurses, physiotherapists and physiotherapists assistants, occupational therapists and occupation therapists assistants, sous chefs, supervisors and foremen and persons above the rank of supervisor and foreman, students employed during the vacation periods and those employees covered under pre-existing collective agreements.

2.02 No Other Agreement

The Employer undertakes that it will not enter into any other agreement 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 3 – MANAGEMENT RIGHTS

3.01 Management Rights

- (a) The Union recognizes and acknowledges that all management rights and prerogatives are vested with the Employer and without limiting the generality of the foregoing, the functions of the Employer shall include the following rights:
- (i) to determine and establish standards and procedures for the care, welfare, safety and comfort of the residents of the residence;
 - (ii) to maintain order, discipline, efficiency and in connection therewith to establish and enforce reasonable rules, regulations, policies and practices from time to time to be observed by its employees. The Employer reserves the right to amend or introduce new rule(s) from time to time, and such rules will be made available to employees in advance of the date such new rule(s) are to be into effect, so that employees may request discussion or seek clarification;
 - (iii) to select, hire, retire, transfer, lay off, recall, promote, demote, classify, assign duties, discharge, suspend or otherwise discipline employees for just cause, provided that a claim that an employee who has completed probation has been discharged or disciplined without just cause may be the subject of a grievance and dealt with as hereinafter provided;

- (iv) to determine the nature and kind of business conducted by the Employer, the kinds and locations of its operations, the services to be rendered, the kinds or machines to be used, the methods of operating and control of materials or goods to be used;
 - (v) to have the right to plan, direct and control the work of the employees and the operations of the Employer. This includes the right to introduce new and improved methods and facilities, equipment, and to direct and control the amount of supervision necessary, combining or splitting up of departments, or classifications, or work locations, work schedules, and the increase or reduction of personnel in any particular area, or on the whole, and the number of employees required for the Employer's purposes and to reduce or increase normal hours of work per day or per week and to establish starting and quitting times;
 - (vi) to determine the services to be supplied, the standard of service, the number of shifts, job content and requirements; to determine qualifications of employees, and the standard of performance;
 - (vii) in the exercise of its managerial rights, decisions or actions required for the sound operation of the enterprise will be made in good faith, not in an arbitrary, capricious or discriminatory manner.
- (b) It is agreed and understood that these rights shall be exercised in a manner consistent with the terms of this Agreement. A claim that the Employer has not so exercised these rights shall be the proper subject of a grievance.

ARTICLE 4 – DEFINITIONS

4.01 Employee

- (a) The term "employee" as used in this Agreement shall mean an employee within the bargaining unit unless expressly otherwise provided for.
- (b) A full-time employee is defined as a person who regularly scheduled to work seventy-five (75) hours bi-weekly, exclusive of the unpaid meal period.
- (c) A part-time employee is defined as a person who regularly scheduled to work less than seventy-five (75) hours bi-weekly, exclusive of the unpaid meal period. Part-time employees accumulate seniority on the basis of one (1) year of seniority for each 1950 hours worked.
- (d) A Casual employee is an employee who works on an on call in or as needed basis. Casual employees who have not accepted a call-in in any four (4) consecutive month periods, without an explanation acceptable to the Employer shall be deemed to have resigned. Casuals must be available to work, and must accept if offered, a minimum of two (2) weekends per month and either Christmas Day, Boxing Day or New Year's Day.
- (e) Private Duty is work that is assigned based on client needs.

4.02 Pay

The terms “regular pay” and “straight pay” when used in this Agreement, shall mean the amounts indicated in the wage classification contained in Schedule “A”.

4.03 Feminine Pronoun

Where the feminine pronoun is used in this Agreement, it shall mean and include the masculine pronoun where the context so applies.

4.04 Singular Case

Where the singular is used, it may also be deemed to mean the plural, within the appropriate context.

4.05 Physician

Any reference to “physician” will include, where appropriate, nurse practitioner.

4.06 Sick Leave

Sick leave means a period of time an employee is absent from work by virtue of being unable to work because of illness or injury.

4.07 The Employer agrees to abide by the *Ontario Human Rights Code*.

ARTICLE 5 – UNION SECURITY

5.01 No Interference or Coercion

Each of the parties hereto agrees that there will be no discrimination, interference, restraint or coercion exercised or practised upon any employee because of membership in the Union.

5.02 Dues and Assessments

The Employer agrees to comply with all dues and assessment deductions as directed by the Union.

- (a) All employees within the bargaining unit at the signing of this Agreement and all new employees who enter the bargaining unit after the Agreement has been signed shall as a condition of employment, be subject to regular monthly dues to be deducted from their wages and remitted to the Union. Dues shall be deducted from all employees beginning in their first month of hire.
- (b) The Employer shall, when remitting such dues, name the employees, note any employee currently on leave and provide employee numbers from whose pay deductions have been made.
- (c) (i) The Employer will supply the Union with the name, current address, classification and other relevant information of the employees with the first deduction and on an annual basis. Any known changes to this information shall be submitted with the monthly dues.
(ii) The Employer will provide the Union with employee addresses on the first deduction and on an annual basis.

5.03 Dues Forwarded to Union

Monthly deductions shall be made and forwarded to the National Secretary Treasurer of the Canadian Union of Public Employees on or before the 15th of the month following which the deductions are made accompanied by a list of the names, addresses and telephone numbers of all employees from whose wages deductions have been made. This list will also include the names of the employees terminated during that month. A copy of this list shall also be forwarded to the Secretary of the Local Union.

5.04 Indemnification

In consideration of the deducting of Union dues by the Employer, the Union agrees to indemnify and save harmless the Employer against any claims or liabilities arising or resulting from the operation of this Article.

5.05 T4 Slips

Union dues deducted from the pay of each employee will be shown on the employee's T4 slip.

5.06 New Employees

The Employer agrees that a Local Union representative will be given the opportunity to meet each newly-hired employee once during the employee's first week of employment, for the purpose of advising such employee of the existence of the Union and of her rights and obligations under the terms of this Agreement. Such meeting may take place on the Employer's premises at the time and location of the orientation and shall not exceed ten (10) minutes duration.

ARTICLE 6 – NO STRIKES OR LOCK-OUTS

6.01 Employer and Union Agree

The Union agrees that there shall be no strikes and the Employer agrees that there shall be no lockouts during the term of this Agreement. The meaning of the words "strike" and "lockout" shall be as defined in the *Ontario Labour Relations Act*, as amended. The parties further agree that the *Hospital Labour Disputes Arbitration Act* ("HLDA") and Regulations apply.

ARTICLE 7 – UNION REPRESENTATION AND COMMITTEES

7.01 Stewards

- (a) The Union has the right to elect or otherwise select a stewards committee comprised of two (2) employees from the bargaining unit who have completed their probationary period, for the purpose of assisting employees and representing employees regarding the administration of this Agreement. One (1) member of this committee shall be recognized as the Chief Steward.
- (b) The Union may elect or otherwise select two (2) alternate stewards who will only act when a member of the stewards committee is absent from work. Stewards and alternatives shall not be all from the same shift or department.

- (c) The Union shall keep the Employer notified in writing of the name of the stewards and the effective date of his/her appointment. The Employer need not recognize any person as steward until so notified of his/her appointment.
- (d) The Union expressly acknowledges that stewards have their regular duties to perform on behalf of the Employer. No steward will leave his/her regular duties without first obtaining permission of his/her immediate supervisor (such permission not to be unreasonably withheld) and when resuming his/her regular duties will report again to the his/her immediate supervisor and shall give any explanation reasonably required by the supervisor to explain the duration of his/her absence.

7.02 Payment of Committees

The Employer shall pay stewards and committee members their respective wages for all time lost from regularly scheduled hours investigating and/or processing grievances up to but not including the arbitration stage.

7.03 Labour Management Committee

- (a) Where there are matters of mutual concern and interest that would be beneficial if discussed at a Labour-Management Committee meeting during the term of this Agreement, the following shall apply.
- (b) An equal number of representatives of each party as mutually agreed shall meet at a time and place mutually satisfactory. A request for such meeting will be made in writing at least one (1) week prior to the date proposed and accompanied by an agenda of matters proposed to be discussed, which shall not include matters that are properly the subject of a grievance or matters that are properly the subject of negotiations for the amendment or renewal of this Agreement. Minutes will be kept and will be made available to employees and the Employer. The Committee will not be empowered to alter or amend the Collective Agreement. Workload is an appropriate issue to be discussed at Labour Management Committee meetings.
- (c) An employee who is a union representative attending such a meeting shall be paid for wages lost from their regularly scheduled hours. It is understood that employees scheduled for duty at the time of the meeting will commence/complete their assigned shift.
- (d) Meetings will be held quarterly unless otherwise agreed.

7.04 Access to Premises

- (a) Authorized representative(s) of the Union will be permitted to enter the premises of the Employer at reasonable times for the purposes of adjusting grievances, negotiating the settlement of disputes and for carrying into effect the purposes of this Agreement, subject to the approval of the General Manager.
- (b) The representative(s) of the Union shall, on arrival at the premises advise the General Manager or her designate of the visit.

- (c) Without permission of the Employer, Union representatives will not conduct any business on the premises and will not interfere with an employee in the discharge of his/her duties. Such requests will not be unreasonably denied.

7.05 Bargaining Committee

- (a) It is agreed that when negotiations are conducted the Union will elect or otherwise select a bargaining committee consisting of three (3) employees.
- (b) All members of the bargaining committee shall be regular employees of the Employer.
- (c) Members of the bargaining committee shall be paid regular wages lost for all time spent in negotiations with the Employer up to conciliation. However, if there is more than one bargaining committee member from the same shift or department, then the Employer is only required to pay one of the bargaining committee members from that shift or department.

ARTICLE 8 – GRIEVANCE PROCEDURE

8.01 Complaints and Grievances

- (a) A grievance under this Agreement shall be defined as any difference or dispute between the Employer and any employee relating to the interpretation, application or administration of this Agreement, including any questions as to whether the matter is arbitrable and an allegation that this Agreement has been violated.
- (b) All complaints and/or grievances must be taken up in the following manner:

STEP 1

An employee having a question or complaint shall refer the issue to his/her immediate supervisor within five (5) days of the circumstance giving rise to the question or complaint. The supervisor shall respond within five (5) days.

STEP 2

If further action is then to be taken then, within five (5) days of the decision in STEP 1, the employee, who may request the assistance of his or her steward, shall submit the grievance in writing to the Director, Clinical Services. A meeting shall then be held between the Director, Clinical Services or his/her designate and the employee. At such meeting the Director, Clinical Services or designate may have such counsel as he/she may desire, and the employee may have his/her steward and that the CUPE National Representative may also be present at the request of either the employee or the Employer. The decision of the Director, Clinical Services or designate shall be given in writing within five (5) working days following the meeting.

STEP 3

If further action is then to be taken then, within five (5) days of the decision in STEP 2, the employee shall submit the grievance in writing to the General

Manager. A meeting shall then be held between the General Manager or his/her designate and the employee. At such meeting the General Manager or designate may have such counsel as he/she may desire, and the employee may have his/her steward and CUPE National Representative may also be present at the request of either the employee or the Employer. The decision of the General Manager or designate shall be given in writing within five (5) working days following the meeting.

- (c) If the Employer fails to respond to a grievance within the time frames provided for in each STEP of the grievance procedure, the grievance is deemed to be denied and may be advanced to the next STEP of the Grievance Procedure or to Arbitration as provided for in Article 9 hereof, if there is no response at STEP 3.

8.02 Failing Settlement

- (a) Should the General Manager or designate fail to render his/her decision as provided for in STEP 3 or failing settlement of the grievance the grievance may be referred to Arbitration as provided for in Article 9 hereof by either the Union or the Employer.
- (b) If no written request for Arbitration is received within five (5) working days after the provisions of STEP 3 have been exhausted the grievance will be deemed to have been abandoned and the same grievance shall not be the subject matter of a further grievance.

8.03 Discharge Grievance

- (a) In the event of an employee who has completed his/her probationary period being discharged from employment, and the employee feeling that an injustice has been done, the case may be taken up as a grievance.
- (b) All such cases shall be taken up within five (5) days and disposed of within seven (7) days (or such longer period as may be mutually agreed upon) of the date of the employee is notified of his discharge, except where a case is taken to Arbitration.
- (c) Such a claim by an employee who has completed his/her probationary period shall be treated as a grievance if a written statement of such grievance is lodged with the General Manager within five (5) days after the employee is notified of his/her discharge or within five (5) days after the employee ceases to work for the Employer, whichever is the earlier.
- (d) Discharge grievances shall commence at STEP 2 of the grievance procedure.

8.04 Employer Grievance

- (a) The Employer may institute a grievance consisting of an allegation of a general misinterpretation or violation of this Agreement (by the Union or any employee covered by this Agreement), in writing, commencing at STEP 3 of the grievance procedure, by forwarding a written statement of said grievance to the CUPE National Union Representative, providing it is presented within ten (10) working days after the circumstances giving rise to the grievance have originated or occurred.

- (b) The Union Representative shall give his/her decision in writing within five (5) working days after receiving the written grievance and failing settlement, the grievance may be referred to Arbitration as provided for in Article 9 hereof, by the Employer.

8.05 Union Policy Grievance

- (a) The Union may institute a grievance consisting of an allegation of a general misinterpretation or a violation by the Employer of this Agreement in writing at STEP 3 of the grievance procedure, providing that it is presented within ten (10) working days after the circumstances giving rise to the grievance have originated or occurred or within ten (10) working days from when the Union ought reasonably to have been aware of the circumstances giving rise to the grievance.
- (b) No policy grievance can be filed where an employee or group of employees could have grieved the same issue.

8.06 Group Grievance

Where a number of employees have similar grievances and each employee would be entitled to grieve separately, they may present a group grievance identifying each employee who is grieving to the Department Head or his/her designate within seven (7) days after the circumstances giving rise to the grievance had occurred, or ought reasonably to have come to the attention of the employees. The grievance shall then be treated as being initiated at STEP 2 and the applicable provisions of this Article shall then apply with respect to the processing of such grievance.

8.07 Time Limits

- (a) Time limits provided for in Article 8 hereof are mandatory and cannot be extended without the express mutual consent of the parties.
- (b) Time limits shall not include Saturdays, Sundays and Paid Holidays.

8.08 Discipline

- (a) An employee subject to disciplinary action, which is to be recorded in the employee's personnel file shall have the right to the presence of a Union Steward or Union Executive Committee Member.
- (b) The Union Stewards and Union Executive Committee Members undertake to be reasonably available in person or by telephone for such meeting.
- (c) Failure to have a Union Steward or Union Executive Committee Member present shall not render the discipline null and void.

ARTICLE 9 – ARBITRATION

9.01 Arbitration Process

- (a) No grievance will be referred to arbitration until all of the steps of the grievance procedure have been completed.
- (b) (i) When either party requests that a grievance be submitted to Arbitration, the request shall be in writing addressed to the other party to this Agreement and shall contain the name of the first party's nominee to the Board of Arbitration. The recipient of the notice shall, within ten (10) days thereafter designate its nominee to the Board of Arbitration. The two (2) so nominated shall endeavour, within ten (10) days after the appointment of the second of them, to agree upon a third person to act as Chairperson of the Board of Arbitration. If the nominees are unable to agree upon a third person as Chairperson within ten (10) days after the appointment of the second one of them, then either party may request the Ministry of Labour for the Province of Ontario to appoint the third member as Chairperson of the Board of Arbitration.
- (ii) The said two (2) nominees first appointed shall be at liberty prior to the expiration of ten (10) days from the date of the appointment of the second of them, or prior to the appointment of the Chairperson within the said period of ten (10) days, to discuss the grievance submitted to them with a view to mutual settlement.
- (c) Each of the parties shall pay its own expenses including pay for witnesses and the expenses of its own nominee and one-half (1/2) of the expenses and fees of the Chairperson.
- (d) The Board of Arbitration shall have authority only to settle disputes under the terms of this Agreement and only to interpret and apply this Agreement to the facts of the grievance(s) involved. Only grievances arising from the interpretation, application, administration or alleged violation of this Agreement including a question as to whether a matter is arbitrable shall be arbitrable.
- (e) The Board of Arbitration shall have no power to alter, add to, subtract from, modify or amend this Agreement in order to give any decision inconsistent with it. The decision of the majority of the members of the Board of Arbitration shall be the decision of the Board, but if there is no majority the decision of the Chairperson shall govern.
- (f) Any grievance involving the interpretation or application, administration or alleged violation of this Agreement which has been disposed of hereunder, shall not be made the subject of another grievance. No costs of any Arbitration shall be awarded to or against any party.

9.03 Sole Arbitrator

- (a) By mutual agreement, a grievance may be submitted to a single arbitrator once all of the steps of the grievance procedure have been exhausted.

- (b) If the parties can agree to a Sole Arbitrator within twenty (20) days of the notice referring the matter to arbitration the matter shall be determined by a sole Arbitrator and failing such agreement the regular Arbitration procedure shall apply.
- (c) In the event that the grievance is heard by a single arbitrator the provisions of Article 9.02 (c), (d), (e) and (f) shall apply.

ARTICLE 10 – SENIORITY

10.01 Seniority Defined

- (a) Seniority is the ranking of employees in accordance with their length of employment since their last date of hire within the bargaining unit.
- (b) Seniority for full-time employees shall be based on date of hire.
- (c) Seniority for all part-time employees shall accrue based on hours worked. One year of part-time seniority shall equal 1950 hours worked.

10.02 Probationary Period

- (a) Newly hired employees shall serve a probationary period of four hundred and fifty (450) hours worked. Upon completion of the probationary period, an employee shall obtain seniority which shall be calculated from the employee's hiring date in accordance with this Article and the employee's name shall be placed on the respective seniority list.
- (b) The probationary period affords the Employer an opportunity to assess an employee and therefore their employment status may be terminated at any time during the probationary period for less than just cause.

10.03 Seniority Lists

The Employer shall maintain a departmental seniority list for full-time and part-time employees. Seniority lists shall be posted on the staff bulletin board in January and July of each year.

10.04 Loss of Seniority

An employee shall lose all seniority and shall be deemed to have been terminated without further notice for any of the following reasons:

- (a) if he/she voluntarily resigns or retires; or
- (b) if he/she is discharged for just cause and not reinstated through the grievance or arbitration procedure; or
- (c) if he/she fails to report on the first day following the expiration of a leave of absence, unless an acceptable reason is provided to the Employer; or
- (d) if he/she is laid off for a continuous period of more than twelve (12) months; or
- (e) if he/she fails to return to work within seven (7) days following a recall from layoff; or

- (f) if he/she has been absent for two (2) consecutive working days without having first notified the Employer, unless an acceptable reason is given; or
- (g) if he/she is off work due to illness or accident for a period of twenty-four (24) months and there is no likelihood that they will return to work; or
- (h) if he/she reports to work under the influence of alcohol or drugs, subject to the provisions of the *Human Rights Code*; or
- (i) if he/she has repeated absences not related to illness or disability.

10.05 Effect of Absence

Whenever they are used in the Collective Agreement, the terms seniority and service shall be deemed to refer to length of employment subject to the following conditions:

- (a) It is understood that during an approved absence not paid by the Employer not exceeding thirty (30) continuous days or any approved absence paid by the Employer, both seniority and service will accrue.
- (b) During an absence not paid by the Employer exceeding thirty (30) continuous calendar days, credit for service for purposes of salary increment, vacation, sick leave, or any other benefits under any provisions of the Collective Agreement or elsewhere, shall be suspended; the benefits concerned appropriately reduced on a pro-rata basis and the employee's anniversary date adjusted accordingly. In addition, the employee will become responsible for full payment of subsidized employee benefits in which he/she is participating for the period of the absence.
- (c) It is further understood that during such leave of absence not paid by the Employer, credit for seniority for purposes of promotion, demotion, transfer or lay-off shall be suspended and not accrue during the period of absence.

ARTICLE 11 – JOB POSTINGS & TEMPORARY VACANCIES

11.01 Post Notice of Vacancy

When a vacancy occurs by reason of termination, promotion, transfer or a new position is created, and the Employer intends to fill such vacancy, the Employer shall post notices of the vacancy for a maximum of five (5) working days. Such notice shall stipulate the position open; the job requirements; the classification and the number of regularly scheduled hours.

11.02 Filling of Vacancy

The Employer shall consider all applicants, requests for transfer or promotion before considering outside applicants. Skills, qualifications, ability, and experience of the applicant shall be first considered. Where these factors are relatively equal in the reasonable opinion of the Employer and there is more than one (1) applicant, the vacancy will be awarded to the most senior employee. Where seniority is being considered, the seniority of the employees shall be taken from the payroll closest to the date the posting was made.

11.03 Successful Applicant Notified

The successful applicant shall be notified in writing. The name of the successful applicant shall be posted on the staff bulletin board. The Employer is free to temporarily fill a vacancy as it sees fit during the posting period and up to the time an appointment is made.

11.04 Temporary Vacancies

- (a) Temporary vacancies of four (4) months or less that occur for any reason shall be filled, if the Employer intends to do so, at the discretion of the Employer.
- (b) Where temporary vacancies occur for periods in excess of four (4) months, and which the Employer intends to fill, shall be posted in accordance with the provisions of Article 11.03 hereof.

11.05 Trial Period

The successful applicant shall be placed on trial in the new position for a maximum period of three hundred and thirty-seven and one-half (337½) working hours unless extended by mutual agreement. Such trial promotion or transfer shall become permanent after the trial period unless the Employer feels that the employee is not suitable for the position and requires that he/she return to his/her former position. Employees who had transferred as a result of the filling of the vacancy would likewise return to their former position.

11.06 Limit on Job Postings

Where an employee is a successful applicant for a posted vacancy, the employee will not be permitted to bid on any other permanent or full-time vacancies for a period of six (6) months unless such permanent or temporary vacancy is for a classification with a higher rate of pay or transfer to a different shift.

11.07 Rate of Pay – Successful Applicant

For the exclusive purpose of the wage grid only, where an employee is the successful applicant for a permanent vacancy in a different classification, the employee will be placed on the wage grid for the new classification at the first step on the wage grid that provides a wage increase to the employee. Thereafter the employee must have the required number of hours in the classification before advancing to the next step on the wage grid.

11.08 New Classification

When a new classification (which is covered by the terms of this agreement) is established by the Employer, the Employer shall determine the rate of pay for such new classification and notify the Local Union of the same. If the Local Union challenges the rate, it shall have the right to request a meeting with the Employer to endeavor to negotiate a mutually satisfactory rate. Such request will be made within ten (10) days after the receipt of notice from the Employer of such new occupational classification and rate.

Any change mutually agreed to resulting from such meeting, shall be retroactive to the date that notice of the new rate was given by the Employer. If the parties are

unable to agree, the dispute concerning the new rate may be submitted to arbitration as provided in the Agreement within fifteen (15) days of such meeting. The decision of the Board of Arbitration (or arbitrator as the case may be) shall be based on the relationship established by comparison with rates for other classifications in the bargaining unit having regard to the requirements of such classifications.

ARTICLE 12 – LAYOFFS AND RECALLS

12.01 Reverse Order of Seniority

In the event of a layoff the laid off employee shall have the option of accepting the layoff or displacing a more junior employee for whose job the laid off employee has the skills, qualifications, ability and experience required to perform the work.

- i) An employee who wishes to exercise his or her right to displace another employee with less seniority shall advise the Employer within seven (7) days of the date of the notice of layoff issued by the Employer.
- ii) Full-time employees must displace full-time employees first. If there is no junior full-time employee, the laid off full time employee may displace a more junior part time employee.
- iii) For the purpose of the operation of clause (i), laid off part-time employees shall not have the right to displace full-time employees.

12.02 Recall

Employees shall be recalled in the order of their seniority, provided they have the skills, qualifications, ability and experience to do the work required and provided such opening is first posted under the job posting procedure, and has not been filled.

12.03 No New Employees Hired

No new employees will be hired for a position, within the classification where there is layoff, while there are employees on lay-off with seniority who have the skills, qualifications, ability and experience to do the work required for the position and who are willing to do the available work.

ARTICLE 13 – HOURS OF WORK

13.01 No Guarantee

Full-time employees may be scheduled to work seventy-five (75) hours bi-weekly exclusive of unpaid meal periods. Part-time employees may be scheduled to work less than seventy-five (75) hours bi-weekly exclusive of unpaid meal periods. This is not to be construed as a guarantee of available hours, or hours to be worked or hours to be paid. Unless expressly provided for in this Agreement there is no minimum guarantee of hours to be worked or paid.

13.02 Shift Schedules

- (a) Shift schedules covering at least a four (4) week period will be posted two (2) weeks in advance of the start date of the new schedule.
- (b) Employee requests for specific days off must be submitted to the employee's supervisor in writing one (1) week in advance of the posting of the schedule and may be granted subject to operational requirements as determined by the Employer.
- (c) It is the responsibility of the employee to consult the posted work schedule.
- (d) The Employer will make every effort possible to provide as much advance notice as practicable, no less than twenty-four (24) hours, of a change in the posted work schedules as a result of operational need.
- (e) Except as provided for in (d) above, once the schedule is posted it will not be changed unless mutually agreed between the employee and the manager.
- (f) Except where agreed between the Employer and an employee, shift schedules shall be arranged so that full-time employees are not scheduled to work more than six (6) consecutive days or more than two (2) weekends in four (4) unless the employee was hired for weekend work or requests weekend work.

13.03 Shift Exchange

- (a) For their own personal convenience, employees wishing to exchange shifts with appropriately qualified employees, shall submit such request in writing, dated and signed by the employee making the request and co-signed by the employee willing to exchange shifts and must be submitted for approval at least three (3) calendar days prior to the first requested shift in the exchange.
- (b) A decision regarding such approval will be provided within one (1) business day of receipt of the request being received by the supervisor.
- (c) 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 result of the exchange of shifts.

13.04 Shift Give-Away

- (a) Employees will be allowed to give away a shift on a limited basis and such give-aways are normally granted in unusual circumstances.
- (b) An employee giving a shift away must complete and submit a Shift Change Form to his/her direct supervisor.
- (c) The request is subject to management's approval and must be obtained in advance of the shift date.

13.05 Lunch and Rest Periods

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

	<u>Paid</u>	<u>Unpaid</u>
	<u>Rest Period</u>	<u>Lunch</u>
• shift of 3¾ hours or less	None	None
• shift of 3¾ hours to 5 hours	1	None
• shifts of more than 5 hours up to 6.5 hours	1	30 minutes
• shifts of 6.5 hours or more	2	30 minutes

- (b) Rest periods shall consist of fifteen (15) minutes.
- (c) The unpaid meal period shown above of one-half (½) hour will be scheduled by the Employer for shifts of five (5) hours or greater.

13.06 Pay for Work in Another Position

- (a) Where an employee transfers to another position at his/her own volition, he/she will be paid the rate of pay of the position to which he/she transferred.
- (b) Where an employee transfers to another position at the direction of the Employer, he/she will be paid the higher rate of pay between the two (2) positions for all time spent in position to which he/she transferred.
- (c) Where an employee works in more than one (1) classification, the employee shall be paid at the start rate of the secondary classification, if the rate is equal to or greater than the employee's rate of pay in their primary classification. The employee will then progress on the wage schedule in each classification according to their seniority in each classification.

13.07 Additional Hours

- (a) Employees who are scheduled less than seventy-five (75) hours biweekly and are interested in working additional hours once the schedule is posted will be called in order of seniority on a rotational basis provided they have indicated their willingness to work additional hours and have the necessary skills, ability, qualifications and experience necessary to do the work.
- (b) Employees wishing extra hours will provide their supervisor with their availability in writing four times a year; in January, April, July and October, indicating their availability.
- (c) Every reasonable effort will be made to follow this call-in list. Employees will be called for available work on a rotational basis in each department starting with the next person who was after the employee last called and accepted the shift.

13.08 No Work Available

An employee who comes to work as scheduled and for whatever reason, there is no work for that employee, he/she shall be given the option of staying and working for four (4) hours doing work assigned by the Employer (not necessarily his/her normal job, but work he/she is capable of doing) and being paid his/her regular rate of pay or going home without pay.

13.09 Split Shifts

Where there is an opportunity for additional hours and an employee chooses to work hours in the A.M. and then return to work in the P.M for an available shift, the employee shall not receive overtime for those hours, unless the total bi-weekly hours exceed seventy-five (75) hours.

13.10 Mandatory Training

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

ARTICLE 14 – OVERTIME

14.01 Authorized

All overtime must be authorized by the Department Manager or General Manager.

14.02 By Seniority

Overtime, if required, will be awarded in accordance with seniority, amongst first the full-time employees who are willing and qualified to perform the work that is available and then the part-time.

14.03 Overtime Premium

- (a) Approved overtime shall be at the rate of time one and one-half (1½) the employee's regular rate of pay for all hours worked in excess of seven and one-half (7½) in a day or seventy-five (75) bi-weekly except as provided for in Article 13.09.
- (b) Overtime will not be paid for time worked if that time is a result of employees trading shifts with other employees or requested schedule changes.
- (c) Employees required for reporting purposes shall remain at work for a period of up to fifteen (15) minutes which shall be unpaid. Should the reporting time extend beyond fifteen (15) minutes, however, the entire period shall be paid at the appropriate rate of pay.

14.04 Pyramiding

- (a) In no event shall any employee receive a rate of pay for any hour in excess of one and one-half (1½) times his/her normal hourly rate.
- (b) In no event shall there be any pyramiding of the benefits for hours not worked including but not limited to vacations, holidays and or sick leave.

14.05 Weekend Premium

Employees shall be paid a weekend premium of \$0.35 per hour for all hours worked between Friday at 23:00 pm and Sunday at 23:00 pm.

14.06 Shift Premium

Effective three (3) pay periods following award dated September 20, 2020, employees shall be paid a shift premium of \$0.25 per hour per employee for each hour worked between the hours of 11:00 pm and 7:00 am.

ARTICLE 15 – PAID HOLIDAYS

15.01 Paid Holidays

(a) Employees who have completed their probationary periods shall receive the following holidays with pay:

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

(b) Floating Holidays

- (i) Full-time employees are entitled to one (1) floating holiday for each four hundred and seventy-five (475) hours worked in the same calendar year, to a maximum of two (2) days.
- (ii) In no circumstance can an employee earn more than two (2) floating holidays. In order for an employee to be eligible for both floating employees, he/she must have worked a total of nine hundred and fifty (950) hours.
- (iii) Floating holidays are to be taken at a time mutually agreed upon between the Employer and the employee.
- (iv) The intent is that there shall be no more than twelve (12) paid holidays during the term of this Agreement. If another Federal, Provincial or Municipal holiday should be proclaimed during the term of the Collective Agreement, such additional holiday would replace one (1) of the floating holidays.

15.02 Qualify

In order to qualify for holiday pay, for statutory and non-statutory holidays an employee must work his/her full scheduled shift immediately preceding and following the holiday.

15.03 Fails to Report as Scheduled

An employee scheduled to work on a holiday who does not report for work shall forfeit holiday pay in addition to being subject to discipline.

15.04 Holiday – Ordinarily a Working Day

If a holiday falls on a day that would ordinarily be a working day for an employee and the employee is not on vacation that day, the employee will be paid for the holiday. Holiday pay shall be based on an average day's pay as provided for in Article 15.08 hereof.

15.05 Holiday – Not Ordinarily a Working Day

If a holiday falls on a day that would not ordinarily be a working day for an employee or a day on which the employee is on vacation, the Employer shall substitute another day that would ordinarily be a working day for the employee to take off work and for which he or she shall be paid public holiday pay as if the substitute day were a holiday.

15.06 Pay for Work on the Holiday

An employee who works on a holiday shall receive time and one half (1½) plus the holiday pay.

15.07 Lieu Day

An employee wishing to take a lieu day shall notify the Employer in writing at least two (2) weeks in advance of the holiday and such a lieu day must be taken within six (6) weeks of the holiday at a mutually agreed time. Lieu days not taken within the specified time shall be paid out.

15.08 Holiday Pay - Calculation

Holiday pay is an average day's pay, calculated by adding the total hours worked in the preceding four (4) weeks to the holiday and dividing it by twenty (20).

ARTICLE 16 – VACATIONS

16.01 Vacation Year

For the purpose of calculating eligibility, the vacation year shall be fifty-two (52) weeks commencing the first pay in January each calendar year and ending with the last pay in December of the same year.

16.02 Not Cumulative

Vacations are not cumulative from year to year and all vacations must be booked by September 30 of each year. Employees cannot waive vacation and draw double pay.

16.03 Vacation Request

- (a) Vacation request list shall be posted by April 1st for the months of June, July and August and requests must be submitted stating first and second choices by April 15th. The finalized schedule will be posted by May 1st.
- (b) Full-time employees must book vacation in blocks of one (1) work week (i.e. from Monday to Sunday) or multiples thereof. A part-time employee must

book vacation in blocks of five (5) days (or multiples thereof) for which he/she was scheduled to work. A part-time employee is not entitled to the entire work week unless he/she uses vacation days and has received approval from the Employer to do so or is granted an approved leave of absence without pay.

Requests for individual days will not normally be granted.

- (c) Normally, no more than two (2) weeks or ten (10) consecutive days, as the case may be, of vacation will be granted during the prime summer months of July and August.
- (d) Vacation requests must be submitted in writing to the employee's manager in advance of the requested date(s) and is subject to management's approval. The Employer will consider vacation requests based on the above listed conditions provided that the Employer is able to meet operational requirements.
- (e) Where employees have not scheduled outstanding vacation by September 30, the Employer shall schedule all outstanding vacation time.
- (f) Vacation will normally not be granted during the period from December 15th to January 5th.

16.04 Probationary Period Not Completed

An employee who has not completed his/her probationary period as at the last pay in December of each year, will receive four percent (4%) of their gross earnings during the vacation year.

16.05 Vacation Entitlement and Pay

- (a) Employees who have completed their probationary period as at the last pay in December of each year will be granted one (1) day of vacation leave for each month of service to a maximum of ten (10) days to be taken during the following vacation year. Vacation pay for such employees will be four percent (4%) of gross earnings, exclusive of taxable benefits, during the vacation year.
- (b) Full-time employees shall be entitled to vacation with pay based on the following:

one (1) of service but less than four (4) years	ten (10) days	four percent (4%) of gross earnings
four (4) years of service but less than (8) years of service	fifteen (15) days	six percent (6%) of gross earnings
eight (8) years or more of service	twenty (20) days	eight percent (8%) of gross earnings

- (c) All other employees shall be entitled to vacation with pay based on the following:

less than 7,800 hours worked	ten (10) days	four percent (4%) of gross earnings
7,800 hours worked but less than 15,500 hours worked	fifteen (15) days	six percent (6%) of gross earnings
15,500 hours worked or more	twenty (20) days	eight percent (8%) of gross earnings

- (d) Vacation pay is accrued in one (1) year for vacation time to be taken in the following year.

ARTICLE 17 – BEREAVEMENT

17.01 Entitlement

- (a) In the event of a death of an employee's family member, an employee shall be granted five (5) days leave of absence without loss of pay immediately following the death of an employee's child, spouse, parent, or sibling.
- (b) In the event of a death of an employee's family member, an employee shall be granted four (4) days leave of absence without loss of pay immediately following the death of an employee's parents-in-law, brother/sister-in-law, son/daughter-in-law, grandparent or grandchild.
- (c) In the event of a death of an employee's family member, an employee shall be granted one (1) day's leave of absence without loss of pay immediately following the death of an employee's, uncle or aunt, niece or nephew.

17.02 Immediate Family

Immediate family is limited to spouse, child, parent, grandchild, sister or brother.

17.03 Unpaid Bereavement Leave

An additional four (4) days unpaid leave of absence for bereavement may be granted subject to management approval.

17.04 Where an employee's scheduled vacation is interrupted due to the death of the employee's parent, spouse, sibling or child, the period of such bereavement under this provision will not be counted against the employee's vacation credits.

17.05 The employee will be allowed to save one (1) of their days to which they are entitled as identified above to attend a later memorial or internment service.

ARTICLE 18 – PREGNANCY AND PARENTAL LEAVE

18.01 Granting of Leave

Leave of absence without pay for pregnancy and parenting will be granted in accordance with the Employment Standards Act.

18.02 Seniority

Seniority shall continue to accumulate while on pregnancy and parental leave.

18.03 Supplemental Employment Benefit

An employee who is on pregnancy and parental leave as provided under this Agreement, who has completed ten (10) months of continuous service and has applied for and is in receipt of Employment Insurance pregnancy benefits pursuant to the Employment Insurance System, shall be paid a supplemental employment benefit. That benefit will be equivalent to the difference between seventy-five percent (75%) of their regular weekly earnings and the sum of their weekly rate of Employment Insurance benefits and any other earnings. Such payment shall commence following completion of the one (1) week Employment Insurance waiting period and receipt by the Employer of the employee's Employment Insurance cheque stub as proof that they are in receipt of Employment Insurance pregnancy benefits and shall continue while the employee is in receipt of such benefits for a maximum period of fifteen (15) weeks. The employee's regular weekly earnings shall be determined by multiplying their regular hourly rate on their last day worked prior to the commencement of the leave times their normal weekly hours.

ARTICLE 19 – JURY DUTY

19.01 No Loss of Seniority

The Employer shall grant leave of absence without loss of seniority to a full-time or part time employee who serves as a juror in any court.

19.02 Payment

Payment shall be made to the employee for the difference between his/her normal earnings for lost time and the payment received for jury service.

19.03 Employer Not Responsible

The Employer shall not be responsible for paying any part of the expenses incurred by the employee for traveling, meals, or other expenses in connection with jury service.

19.04 Proof of Service

The employee will present proof of jury service and the amount of payment received.

ARTICLE 20 – LEAVES OF ABSENCE

20.01 Granting of Leaves of Absence

The Employer may, at its sole discretion, approve an unpaid leave of absence for personal or educational purposes for employees provided that the leave does not interfere with operational requirements.

20.02 Union Leave

- (a) The Employer will grant leaves of absence without pay to a maximum of two (2) employee to attend Union conventions, seminars, education classes or other Union business, subject to operational concerns. The Union agrees that such leave will not unduly affect the proper operations of the Employer.
- (b) In requesting such leaves of absence, the Union must give twenty-one (21) days clear notice to the Employer to be confirmed by the Union in writing.
- (c) Upon notification to the Employer, an employee representing the Union at such functions shall be allowed a leave of absence with pay, benefits and pension and without loss of seniority. The Union shall reimburse the Employer for receipt of such pay.

20.03 Self-Isolation Leave

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

ARTICLE 21 – SICK LEAVE

21.01 Regular Attendance

All employees are expected to attend work as scheduled. An employee may be required by the Employer to produce proof of illness in the form of a certificate from a physician or, in unusual circumstances, a Nurse Practitioner for any absence due to illness. If the Employer requests a medical certificate, the Employer will pay a maximum of \$25.00 towards the cost of such certificate.

21.02 Pay for Sick Leave

Pay for sick leave is for the sole and only purpose of protecting full-time employees against loss of income and will be granted to full-time employees as hereinafter provided for.

21.03 Sick Leave Accrual

- (a) Upon completion of the probationary period, full-time employees shall be credited with one and one-half (1½) sick leave days; thereafter, full-time employees shall accumulate sick leave credits at the rate of seven and one-half (7½) hours (½ credit) for each period of 162.5 hours worked to a maximum of sixty (60) hours per calendar year.

- (b) At the end of the calendar year, eligible employees will have the option of:
- (i) carrying over a maximum of four (4) accrued, unused sick days into the following year; or
 - (ii) receiving a payout of fifty percent (50%) of unused sick time accrued in the year to a maximum of four (4) days, paid on the first pay period in January of the following year. There will be no accrued sick day bank in the new year if an employee selects the payout option.
- (c) Employees will select their option on a Year End Vacation Form each December. In the event a selection is not made or the employee neglects to submit the form to the Office Manager by December 15, then the default option of a payout will occur on the employee's first pay cheque of the following year.

21.04 Sick Call-In Procedures

- (a) Employees are required to call into their direct supervisor at least four (4) hours prior to the start of their shift to notify the Employer of their absence (employees on the morning shift must provide as much notice as possible but no less than two (2) hours to qualify for paid sick time).
- (b) Employees may not under any circumstances report their absence by leaving a voice mail message. If it is after hours and/or the supervisor is unavailable, employees must call the Charge Nurse.

ARTICLE 22 – HEALTH & WELFARE

22.01 Extended Health Care

- a) Full-time employees who have completed probationary period shall be eligible to participate in the Extended Health Care Benefits program, based on the following arrangements:
 - Effective one full month after Award dated March 9, 2022, Life insurance in the amount of \$35,000.00
 - Major Medical
 - Effective one full month after Award dated March 9, 2022 an Employee Assistance Program (EAP) is to be provided by the Employer to all members of the bargaining unit.
 - Effective one full month after Award dated September 20, 2020, Generic substitution of prescription drugs unless otherwise prescribed by employee's doctor.
 - Effective one full month after Award dated September 20, 2020, Vision care in the maximum amount of \$300.00 for employees and dependents every twenty-four (24) months
 - Hearing aid coverage in the maximum amount of \$300 for employees and dependents every five (5) years
 - Effective April 1, 2025, Paramedical services will be increased to \$300.00 per specialty.

- Health Premiums: 100% Employer paid
- Drug Card for prescription drugs.

Dental Plan

Full-time employees who have completed probationary period shall be eligible to participate in the Dental Plan, based on the following arrangements:

- Plan equivalent to Blue Cross #9
 - Maximum annual insurable amount per employee and dependent is \$2,000
 - Effective one full month after Award dated September 20, 2020, Fee guide will be the current ODA fee guide
 - Dental Premiums: 50% Employer paid, 50% employee contribution
- b) Part-time employees shall receive 4.66% of their regular rate of pay for hours worked in lieu of all forms of health, welfare and fringe benefits.

22.02 Subject to Carrier

Benefits maximum and reimbursement as per the plan booklet. Any issue arising from the provision of benefits is strictly between the employee and the carrier and notwithstanding any other provision in this Agreement, no grievance may be filed with respect to the granting or denial of any benefit.

22.03 Change of Carrier

Subject to carrier and change of carrier:

Any claim by an employee for benefits is to be a matter between the carrier and the employee and may not be arbitrated. However, a grievance may be filed if the benefit plan does not meet the requirements of the collective agreement.

The Employer has the right to change the benefit carrier so long as the benefits are not reduced. The Employer shall provide the Union with a minimum of thirty (30) days prior notice of the change of benefits carrier and attach a copy of the current benefit plan and copy of the new plan documents.

22.04 Approved Leave of Absence

- (a) Where an employee who has been employed for at least one year, is on an approved leave of absence, the Employer shall pay the Employer's portion of the benefits in the month in which the leave starts and the month following.
- (b) Thereafter, if the employee wishes to continue their benefits, they may do so for a period of up to twelve (12) months (includes the first 2 months identified in the above sentence) by depositing with the Office Manager a cheque in the full amount of the premium costs on the first of each month. Where the employee does not make the payment, the benefits will be discontinued.
- (c) Employees wishing to continue with their benefits will be required to sign off on a form provided by the business office.

ARTICLE 23 – PERSONAL FILES

23.01 Letters of Reprimand

Letters of reprimand are to be removed from an employee's personnel file after eighteen (18) discipline-free months from the date of discipline, except in the case of incidents involving third party interface i.e. residents and family where the record will remain on file, unless reversed at arbitration or by settlement.

23.02 Suspension

Records of suspension are to be removed from an employee's personnel file after twenty-four (24) discipline-free months from the date of discipline, except in the case of incidents involving third party interface i.e. residents and family where the record will remain on file, unless reversed at arbitration or by settlement.

23.03 Review of File

Having provided a written request to the Administrator at least one (1) week in advance, an employee shall be entitled to her personnel file for the purpose of reviewing any evaluations or formal disciplinary notations contained therein in the presence of a supervisor at a mutually satisfactory time. An employee is not entitled to see job references.

ARTICLE 24 – TERM OF AGREEMENT

24.01 Term

This Agreement shall continue in effect from April 1, 2024 until March 31, 2026, and shall continue automatically thereafter during annual periods of one (1) year each, unless either party notifies the other in writing, within ninety (90) days prior to the expiration date, that it desires to amend or terminate this Agreement.

24.02 Notification of Renewal

In the event of such notification being given as to amendment of the Agreement, negotiations between the parties shall begin within fifteen (15) days following such notification.

24.03 Automatically Extended

If, pursuant to such negotiations, an agreement on the renewal or amendment of this Agreement is not reached prior to the current expiration date, this Agreement shall automatically be extended until consummation of a new Agreement, or completion of the proceedings prescribed under the Ontario Labour Relations Act, as amended, and the Hospital Labour Disputes Arbitration Act, as amended, whichever should first occur.

ARTICLE 25 –NURSING HOMES AND RELATED INDUSTRIES PENSION PLAN (NHRIPP)

Effective the first pay period following the expiry of this Collective Agreement discontinue the current RRSP and implement the following:

25.01 In this Article, the terms used shall have the meanings as described:

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

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

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

All other payments, premiums, allowances and similar payments are excluded.

“Eligible Employee” means full-time and part-time Employees in the bargaining unit who have completed nine hundred and seventy-five (975) hours of service.

25.02 Effective the first full pay period following January 1, 2021, increase pension amount by 0.50% to a matching contribution of 2.50% for the Employer and Employee.

Effective April 1, 2023, the Employer and employee contributions are increased from 2.5% each to 3% each.

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

25.04 The Union acknowledges and agrees that other than making its contributions to the Plan as set out in this Article, the Employer shall not be obligated to contribute towards the cost of benefits provided by the Plan or be responsible for providing any such benefits.

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

It is understood and agreed by the Employer and the Union that should the current pension legislation or regulations be changed so that the Employer’s obligation to contribute to the Plan exceeds the amount specified in the Collective Agreement then in force, the parties will meet directly to finalize methods to relieve the Employer of this increased obligation to the extent that any such obligations exceed that which the Employer would have if the Plan were a defined contribution plan.

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

The information required to be provided by the Employer may be provided in the form normally maintained by the Employer, whether on computer disc, manual records, or otherwise.

For further specificity, the items required for each Eligible Employee by .05 above of the agreement are:

- (i) To be provided once only at Plan commencement:
 - (a) Date of hire
 - (b) Date of birth
 - (c) Date of first contribution
 - (d) Seniority list (for purposes of calculating past service credit)

- (ii) To be provided with each remittance:
 - (a) Name
 - (b) Social Insurance Number
 - (c) Monthly Remittance
 - (d) Pensionable earnings

- (iii) To be provided once and if status changes:
 - Full address as provided to the Employer
 - Termination date where applicable (MM/DD/YY)

- (iv) To be provided once if they are Readily Available:
 - Gender
 - Marital Status

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

It is understood and agreed that currently the Employer is not required by law to provide any information other than that specified in .05 above. In the event that the employer is required by law, to provide additional information in the future and such information is not readily available without review of other information not relevant to the Plan, the Plan shall make arrangements with the Employer for access to the required information. This may include the Employer providing such information at reasonable cost to the plan. If the Administrator of the Plan and Employer are unable to agree on the form of such access, a mutually acceptable third party, such as a firm of accountants and auditors, shall be retained at the expense of the Plan to obtain such information from the Employer's files.

ARTICLE 26 – NEW CLASSIFICATION

Schedule A – Wages & Classifications

- (a) When a new classification (which is covered by the terms of this agreement) is established by the Employer, the Employer shall determine the rate of pay for such new classification and notify the Local Union of the same.
- (b) If the Local union challenges the rate, it shall have the right to request a meeting with the Employer to endeavour to negotiate a mutually satisfactory rate.
- (c) Such request will be made within ten (10) days after the receipt of notice from the Employer of such new occupational classification and rate.
- (d) Any change mutually agreed to resulting from such meeting, shall be retroactive to the date that notice of the new rate was given by the Employer.
- (e) If the parties are unable to agree, the dispute concerning the new rate may be submitted to arbitration as provided in the Agreement within fifteen (15) days of such meeting.
- (f) The decision of the Board of Arbitration (or arbitrator as the case may be) shall be based on the relationship established by comparison with the rates for other classifications in the bargaining unit having regard to the requirements of such classification.

ARTICLE 27 – UNIFORM

The Employer shall provide items to the employees who are required to wear site specific branded materials (e.g. vests).

Uniforms shall be provided as follows in January of each year:

Classification	Allotment	Quantity
DRA	shirt, pants, apron	full-time – 2 part-time – 1
Cook	As needed	
RPN	nursing scrubs (top and pants)	full-time – 2 part-time – 1
PCA	nursing scrubs (top and pants)	full-time – 2 part-time – 1
Life Enrichment	golf shirt, black pants	full-time – 2 part-time – 1

ARTICLE 28 – ERRORS ON PAYCHEQUES

- (a) In the event of an error on an employee’s pay, the correction will be made in the pay period following the date on which the underpayment comes to the Employer’s attention. If the error results in an employee being underpaid by one (1) day’s pay or more, the Employer will provide payment for the shortfall within three (3) business days from the date it is notified of the error unless the error was a result of the employee’s action or inaction as the case may be.

- (b) If the Employer makes an overpayment of a day’s pay or less for an employee, the overpayment will be deducted on the pay period following the date that the error is discovered. If the error is in excess of a normal day’s pay, the Employer will be reimbursed based on a mutually satisfactory arrangement between the employee and the Employer.

Dated at Maple, Ontario this 06 day of October **2025**

FOR THE EMPLOYER

Satbir Bains

Satbir Bains (Oct 23, 2025 10:38:32 EDT)

Joseph Gulizia

Joseph Gulizia (Oct 30, 2025 08:52:57 EDT)

FOR THE UNION

P. De...

Ofe Ibacarra

Ofe Ibacarra (Nov 9, 2025 07:51:50 EST)

Teresita M. Sumayod

Teresita M. Sumayod (Nov 10, 2025 14:52:29 EST)

Stephanie Labrador

Stephanie Labrador (Nov 10, 2025 20:06:31 EST)

SCHEDULE 'A' – WAGES & CLASSIFICATIONS

A.01 Rates of Pay

Classification	Step	Rate Prior To Arbitration	3.50%		1.00%		\$0.10 PCA		3.50%	
			01-Apr-24	01-Oct-24	01-Apr-25	01-Apr-25	01-Apr-25	01-Apr-25		
DRA	Start	\$ 16.54	\$ 17.12	\$ 17.29					\$ 17.90	
	450 Hours	\$ 16.81	\$ 17.40	\$ 17.57					\$ 18.19	
	1950 Hours	\$ 17.13	\$ 17.73	\$ 17.91					\$ 18.53	
	3900 Hours	\$ 17.70	\$ 18.32	\$ 18.50					\$ 19.15	
Cook	Start	\$ 19.10	\$ 19.77						\$ 20.46	
	450 Hours	\$ 19.39	\$ 20.07						\$ 20.77	
	1950 Hours	\$ 19.80	\$ 20.49						\$ 21.21	
	3900 Hours	\$ 20.26	\$ 20.97						\$ 21.70	
RPN	Start	\$ 23.31	\$ 24.13						\$ 24.97	
	450 Hours	\$ 23.88	\$ 24.72						\$ 25.59	
	1950 Hours	\$ 25.09	\$ 25.97						\$ 26.88	
	3900 Hours	\$ 26.19	\$ 27.11						\$ 28.06	
PCA	Start	\$ 17.99	\$ 18.62			\$ 18.72		\$ 19.38		
	450 Hours	\$ 18.42	\$ 19.06			\$ 19.16		\$ 19.83		
	1950 Hours	\$ 18.87	\$ 19.53			\$ 19.63		\$ 20.32		
	3900 Hours	\$ 19.28	\$ 19.95			\$ 20.05		\$ 20.75		
Life Enrichment Aide (Certified)	Start	\$ 17.96	\$ 18.59						\$ 19.24	
	450 Hours	\$ 18.42	\$ 19.06						\$ 19.73	
	1950 Hours	\$ 18.87	\$ 19.53						\$ 20.21	
	3900 Hours	\$ 19.28	\$ 19.95						\$ 20.65	
Life Enrichment Aide (Uncertified)	Start	\$ 16.50	\$ 17.08	\$ 17.25					\$ 17.85	
	450 Hours	\$ 16.93	\$ 17.52	\$ 17.70					\$ 18.31	
	1950 Hours	\$ 17.34	\$ 17.95	\$ 18.13					\$ 18.76	
	3900 Hours	\$ 17.80	\$ 18.42	\$ 18.60					\$ 19.26	

UCP (Unregulated Care Provider): effective April 1, 2022, the UCP (medications) adjustment is increased from \$0.50 to \$1.00 per hour for all hours spent distributing medications.

Recognition of Previous Experience – RPN’s Only

The Employer may recognize recent related experience on the basis of one (1) annual increment for each one (1) year of service up to the maximum of the grid. Part-time service shall be recognized on the basis of one thousand nine hundred and fifty (1,950) hours worked in previous employment equals one (1) year of service. It shall be the responsibility of a newly hired employee to provide reasonable proof of recent and related experience in order to be considered for a salary increment, and if she fails to do so she shall not be entitled to recognition.

RETROACTIVITY

*Increases to the salary schedule shall be retroactive to April 1, 2024. Where employees either have left the employ of the Employer and/or have entered into the employ of the Employer between April 1, 2024 and April 2, 2025, they shall be entitled to the pro-rated amount of such payments.

The Employer will endeavour to provide all retroactivity within forty-five (45) days of the interest arbitration award and/or receiving written notice of ratification.

All retroactivity will be paid to employees on a separate cheque or itemized on an employee's regular cheque.

All former employees shall be sent notice by the Employer at their last known address and will have thirty (30) calendar days from the date notice is sent to claim retroactive payments. The Union shall receive a copy of all notices sent to former employees.

Dated at Maple, Ontario this 06 day of October 2025

Satbir Bains
Satbir Bains (Oct 23, 2025 10:38:32 EDT)

Employer

C. De...

Union

Joseph Gulliza
Joseph Gulliza (Oct 30, 2025 08:52:57 EDT)

Employer

Ofe Ibacarra
Ofe Ibacarra (Nov 9, 2025 07:51:50 EST)

Union

Employer

Teresita M. Sumayod
Teresita M. Sumayod (Nov 10, 2025 14:52:29 EST)

Union

Stephanie Labrador
Stephanie Labrador (Nov 10, 2025 20:06:31 EST)

Union