

COLLECTIVE AGREEMENT

between

**MACKENZIE PLACE –
SOUTHBRIDGE CARE HOMES**

SOUTHBRIDGE
CARE HOMES

and

**CANADIAN UNION OF PUBLIC EMPLOYEES
and its LOCAL 2381**

CUPE / *Canadian Union
of Public Employees*

January 1, 2025– December 31, 2026

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GENERAL PURPOSE – PREAMBLE

Whereas it is the desire of both parties to this Agreement:

- (a) To maintain and improve the relationship between them to settle the conditions of employment on behalf of the Employer's employees;
- (b) To recognize the mutual value of joint discussions and negotiations in all matters pertaining to working conditions, employment, services, etc.;
- (c) To encourage efficiency in the Employer's operation;
- (d) To promote the morale, well-being and job security of the employees in the bargaining unit.

And whereas:

It is now desirable that methods of bargaining and all matters pertaining to working conditions of the employees be drawn up in an Agreement.

Now therefore the Employer and the Union agree as follows:

ARTICLE 1 - RECOGNITION

1.01 The Employer recognizes the Union as the sole and exclusive bargaining agent for all employees of Mackenzie Place in the Town of Newmarket, Ontario, save and except the Executive Director, Director of Care, Food Service Supervisor, Environmental Services Supervisor, Registered Nurses, Activity Director, and all Office and Clerical Staff.

1.02 Work of the Bargaining Unit

Persons whose jobs (paid or unpaid) are not in the bargaining unit shall not work on any jobs which are included in the bargaining unit except for the purposes of instruction, experimenting or in emergencies, when regular employees are not available and provided that the performing of the aforementioned operations in itself does not reduce the hours of work or pay of any employees. Unpaid persons may only be permitted to work on mutually agreed items, by the Operating Committee, such agreements shall be in writing.

1.03 The parties hereby agree that in accordance with the Ontario Labour Relations Act, this Agreement is binding on all principals of each party.

1.04 No Other Agreements

No employee shall be required or permitted to make any written or verbal agreement with the Employer or their representatives, which may conflict with the terms of this Collective Agreement.

No individual employee or group of employees shall undertake to represent the Union at meetings with the Employer without proper authorization from the President or designate.

ARTICLE 2 - PROBATIONARY EMPLOYEES

2.01 A newly hired employee shall be on probation until they have completed four hundred and fifty (450) hours worked from the last date of hire. Regular reviews will occur. Where the Employer has concerns regarding the performance, abilities of the employee, those will be shared with the employee. The termination of a probationary employee shall be based on appropriate performance, ability and suitability for the position. Probationary employees shall be entitled to all rights and privileges of this Agreement except as specifically identified. After completion of a probationary period, the employee's seniority shall be effective from the original date of hire.

ARTICLE 3 - MANAGEMENT RIGHTS

3.01 The Union acknowledges that it is the exclusive function of the Employer to operate and manage the Home in all respects and:

- (a) to maintain order, discipline and efficiency, establish, enforce and revise from time to time reasonable written rules and regulations to be observed by the employees (such rules to be posted by the Employer and a copy to be sent to the Union Local);
- (b) to hire, discharge, direct, transfer, classify, promote, demote and discipline employees, provided that a claim of discriminatory classifications, transfers, promotion, demotion, discipline, or a claim by an employee who has completed their probationary period that they have been discharged without just cause, may become the subject of a grievance and be dealt with as hereinafter provided;
- (c) to determine the services to be rendered, the methods, the work procedures, the kind and locations of machines, tools, instruments and equipment to be used; to select, control and direct the use of all materials required in the operation of the Home; to schedule the work and services to be provided and performed and to make, alter and enforce regulations governing the use of materials, equipment and services.

Without restricting or limiting the generality of the foregoing, the Employer retains all rights and privileges and responsibilities of management not specifically relinquished or modified by this Agreement.

- 3.02** The Employer agrees that these functions shall be exercised in a manner consistent with the general purpose and terms of the agreement and that a claim by the Union of unjust discrimination, discharge or discipline may be the subject of a grievance under this Agreement.

ARTICLE 4 - UNION DUES AND SECURITY

- 4.01** Effective from the first day of employment, the Employer will deduct from the pay of all employees, an amount equal to the monthly dues as authorized by the Union. This sum shall be deducted from the last pay of the month and deducted and remitted to the National Secretary-Treasurer of the Union prior to the end of the month in which the deductions were made, and accompanied by the names, amounts, addresses, and classifications of employees from whose wages the deductions have been made. The list shall also indicate whether an employee is full-time or part-time. A copy of this list will also be forwarded to the Secretary of the Local Union. Monthly, as they become known to the Employer, changes of address will be listed. The Union agrees to keep the Employer advised as to the name and address of the National Secretary-Treasurer in Ottawa, and the amount of the dues deduction to be made.

- 4.02** The Employer shall indicate on the employee's T-4 income tax slips, the amount of Union dues deducted from their pay during the tax year.

4.03 **All Employees to be Members**

All employees covered by this Agreement as a condition of continued employment shall become and remain members in good standing of the Union according to the Constitution and Bylaws of the Union. All future employees shall, as a condition of continued employment, become and remain members in good standing in the Union within thirty (30) days of employment.

- 4.04** A representative of the Union shall be given an opportunity to meet with all new employees for a fifteen (15) minute period during their orientation period in order to explain the purpose of the Union and its relationship at the workplace. Meetings between the Union representative and new employee will be arranged by management during the orientation period.

- 4.05** On a monthly basis, the Employer will provide to the Recording Secretary of the Union a listing of the names, telephone number, addresses and classification of employees in the bargaining unit.

ARTICLE 5 - NO STRIKES – NO LOCKOUTS

- 5.01** The parties to this Agreement recognize they have a responsibility to the residents and the public for the continuance of uninterrupted service. Therefore, there shall be no strikes or lockouts as long as this Agreement continues to operate.
- 5.02** Definition of the terms, “strike” and “lockouts” as used in Article 5.01 above, shall be in accordance with the Ontario Labour Relations Act and amendments thereto.
- 5.03** Unresolved contract issues arising during negotiations shall be submitted to conciliation and arbitration under the Hospital Labour Disputes Arbitration Act.

ARTICLE 6 - LABOUR RELATIONS

Union stewards

- 6.01** In order to provide an orderly and speedy procedure for the settling of grievances, the Employer acknowledges the rights of the Union to appoint or elect Stewards, to a maximum of five (5), whose duties shall be to assist any employee in preparing and in presenting their grievances according to the grievance procedure.
- 6.02** The Union shall notify the Employer, in writing, of the names of those Stewards so elected or appointed. The Employer shall not be required to recognize such persons until they are in receipt of such notice.
- 6.03** Stewards shall have the right to investigate and process grievances arising under this Agreement for reasonable period during their working hours, without loss of pay, (provided they first get permission from the supervisor and report back to the supervisor when finished Union business). Such permission shall not be unreasonably withheld. Stewards shall not leave the Employer’s premises during such period.
- 6.04** Officers of the Union shall have reasonable access to the Employer’s premises to investigate and assist in the settling of a grievance under this Agreement, (provided they first get permission from the Supervisor and report back to the Supervisor when finished Union business). They shall not, however, interfere with the normal operation of the Nursing Home.
- 6.05** The Union shall have the right to have the assistance of representatives of the Canadian Union of Public Employees when dealing or negotiating with the Employer.

6.06 Negotiating committee

No employee or group of employees shall undertake to represent the Union at meetings with the Employer without proper Union authorization. To facilitate proper representation, the Union will supply the Employer with the names of its officers. Similarly the Employer will, if requested, supply the Union with a list of its supervisory or other personnel with whom the Union may be required to conduct the Union-Employer business.

6.07 A Union bargaining committee shall be appointed and consist of not more than three (3) members of the Local. The Union will advise the Employer of the Union members to the Committee. For the purpose of Central Bargaining, a committee of no more than two (2) members from each Local Union committee, selected by the Union, will be in attendance and recognized at the Central Bargaining table.

6.08 A maximum of three (3) employees who are on the bargaining committee shall receive the regular straight time rate for their classification for all hours they would have been scheduled to work, but were spent in negotiations or conciliation sessions with the Employer, for the purpose of renewing or amending this Collective Agreement.

6.09 Labour Management Committee

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 will apply.

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.

Union representatives attending such a meeting shall be paid for wages lost from regularly scheduled hours. Meetings will be held quarterly unless otherwise agreed.

ARTICLE 7 - SENIORITY

7.01 Seniority is defined as the length of service in the bargaining unit and shall be used in determining preference or priority for promotion, transfer, demotions, layoffs and recalls, providing the senior person has the ability to perform the work involved.

7.02 Seniority List

The Employer shall maintain a seniority list showing the days upon which each employee's service commenced. An up-to-date seniority list shall be sent to the Union and posted on all bulletin boards in January and July of each year and provided to the Local electronically. The Employer agrees to post an up-to-date seniority list on the main bulletin boards after this Collective Agreement comes into force, as soon as reasonably possible.

7.03 An employee shall lose all seniority and their employment shall be deemed to be terminated if they:

- (a) voluntarily resign, retire or **are** discharged for just cause; or
- (b) **are** absent from work more than twenty-four (24) months by reason of illness or other physical disability and there is no reasonable likelihood the employee will return to work within the near future; or
- (c) **are** absent from work without a reasonable excuse for more than three (3) consecutive days for which they are scheduled to work; or
- (d) **are** absent from work for more than thirty-six (36) months by reason of layoff; or
- (e) **are** absent from work for more than thirty (30) months by reason of absence while on WSIB and there is no reasonable likelihood the employee will return to work within the near future; or
- (f) **fail** upon being notified of a recall to a position of the same employment status held prior to the layoff (other than a temporary or casual position) to signify their intention to return within seven (7) calendar days after they have received the notice of recall mailed by registered mail to the last known address according to the records of the Employer; or
- (g) **fail** to report to work within fourteen (14) calendar days after they have received the notice of recall or such further period of time as may be agreed by the parties.
- (h) Employees who are on leave of absence will not engage in gainful employment on such leave and if an employee does engage in gainful employment while on such leave, they will forfeit all seniority rights and

privileges contained in this Agreement unless otherwise agreed by the Union and the Employer.

- (i) An employee who has been granted a leave of absence of any kind and who overstays their leave, unless they obtain permission or provides a satisfactory explanation, shall be considered to have terminated their employment without notice.

The Union and the Employer agree to abide by the *Ontario Human Rights Code*.

- (j) If after twenty-four (24) months the employee does not submit availability, return the home's phone calls or respond to registered letters inquiring about their intentions to remain an active employee of the Home.

7.04 No employee shall be promoted or transferred to a position outside the bargaining unit without their consent. If an employee is promoted or transferred to a position outside of the bargaining unit **they** shall retain their seniority acquired at the date of leaving the unit for period of not more than one (1) year. After completion of the employee's probationary period for the position such an employee may only return to the bargaining unit through the posting procedure. Such return shall be discussed between the Union and the Employer.

ARTICLE 8 - GRIEVANCE PROCEDURE

8.01 For the purposes of this Agreement, a grievance is defined as a difference arising between the parties relating to the interpretation, application, administration or alleged violation of the Agreement including any question as to whether a matter is arbitrable.

8.02 At the time formal discipline is imposed, or at any stage of the grievance procedure, an employee shall have the right, upon request, to the presence of their Steward. In the case of discipline, suspension or discharge the Home shall ensure the presence of a Steward or elected Union Representative. A suspension or discharge shall not be an "official" suspension or discharge until it is done in the presence of a Steward. A Union Representative must attend such meeting if so requested.

8.03 It is the mutual desire of the parties hereto that complaints of employees shall be adjusted as quickly as possible, and it is understood that an employee has no grievance until they have first given their immediate supervisor the opportunity of adjusting their complaint. Such complaint shall be discussed with their immediate supervisor within seven (7) working days after the circumstances giving rise to it have occurred or ought reasonably to have come to the attention of the employee and failing settlement within seven (7) working days, it shall then be taken up

as a grievance within seven (7) working days following advice of their immediate supervisor's decision in the following manner and sequence:

- Step No. 1** The employee may submit a written grievance signed by the employee to their immediate supervisor. The grievance shall identify the nature of the grievance and the remedy sought and should identify the provisions of the Agreement which are alleged to be violated. The immediate supervisor will deliver their decision in writing within seven (7) working days following the day on which the grievance was presented to them. Failing settlement, then:
- Step No. 2** Within seven (7) working days following the decision under Step No. 1, the employee may submit the written grievance to their Department Head who will deliver their decision in writing within seven (7) working days from the date on which the written grievance was presented to them. The parties may, if they so desire, meet to discuss the grievance at a time and place suitable to both parties. This step may be omitted where the employee's immediate supervisor and Department Head are the same person. Failing settlement then:
- Step No. 3** Within seven (7) working days following the decision in Step No. 2, the grievance may be submitted in writing to the Home Executive Director or their designate. A meeting will then be held between the Home Executive Director or their designate and the Grievance Committee within seven (7) working days of the submission of the grievance at Step No. 3 unless extended by agreement of the parties. It is understood and agreed that a representative of the Canadian Union of Public Employees and the grievor may be present at the meeting. It is further understood that the Home Executive Director or their designate may have such counsel and assistance as they may desire at such meeting. The decision of the Home shall be delivered in writing within seven (7) working days following the date of such meeting.
- 8.04** A complaint or grievance arising directly between the Home and the Union concerning the interpretation, application or alleged violation of the Agreement shall be originated at Step No. 3 within ten (10) working days following the circumstances giving rise to the complaint or grievance. It is expressly understood, however, that the provisions of this Article may not be used with respect to a grievance directly affecting an employee which such employee could themselves institute and the regular grievance procedure shall not be thereby bypassed.
- 8.05** Where a number of employees have identical grievances and each employee would be entitled to grieve separately they may present a group grievance in writing identifying each employee who is grieving to the Department Head or their designee within ten (10) working days after the circumstances giving rise to the grievance have occurred or ought

reasonably to have come to the attention of the employee(s). The grievance shall then be treated as being initiated at Step No. 2 and then applicable provisions of this Article shall then apply with respect to the processing of such grievance.

8.06 The release or discharge of an employee during the probationary period may be subject of a grievance or arbitration in accordance with the provisions of Article 2 (Probationary Employees). A claim by an employee who has completed their probationary period that they have been unjustly discharged or suspended shall be treated as a grievance if a written statement of such grievance is lodged by the employee with the Home at Step No. 3 within five (5) working days after the date the discharge or suspension is effected. Such special grievance may be settled under the Grievance or Arbitration Procedure by:

- (a) confirming the Home's action in dismissing the employee, or
- (b) reinstating the employee with or without full compensation for the time lost; or
- (c) by any other arrangement which may be deemed just and equitable.

Wherever the Home deems it necessary to suspend or discharge an employee, the Home shall notify the Union of such suspension or discharge in writing. The Home agrees that it will not suspend, discharge or otherwise discipline an employee who has completed **their** probationary period, without just cause.

8.07 Grievance on Safety

An employee or a group of employees who are required to work under unsafe or unhealthy conditions shall have the right to file a grievance in the third step of the grievance procedure for preferred handling.

8.08 No Offense Used Against Employee After One Year

No offense shall be used against an employee after one (1) year of its commission, provided that no similar offense was committed within this period.

8.09 Access to Personnel File

An employee may request, with reasonable notice to the Employer, to view the contents of their personnel files, including any evaluation forms and shall have the right to respond in writing to any document contained therein. The employee shall have the right to have a Steward present and viewing of the personnel file shall be in the presence of the Executive Director or designate. An employee shall be provided with duplicate copies of correspondence already issued.

ARTICLE 9 - ARBITRATION PROCEDURE

- 9.01** Failing settlement under the foregoing procedure of any grievance between the parties arising from the interpretation, application, administration or alleged violation of this Agreement, including any question as to whether a matter is arbitrable, such grievance may be submitted to arbitration as hereinafter provided. If no written request for arbitration is received within fourteen (14) working days after the decision under Step No. 3 is given, the grievance shall be deemed to have been abandoned. Where such a written request is postmarked within twelve (12) working days after the decision under Step No. 3, it will be deemed to have been received within the time limits.
- 9.02** All agreements reached under the grievance procedure between the representatives of the Home and the representatives of the Union will be final and binding upon the Home and the Union and the employees.
- 9.03** When either party requests that any matter be submitted to arbitration as provided in the foregoing Article, it shall make such request in writing addressed to the other party to this Agreement, and at the same time name a nominee. Within five (5) working days thereafter the other party shall name a nominee, provided, however, that if such party fails to name a nominee as herein required, the Minister of Labour for the Province of Ontario shall have the power to affect such appointment upon application hereto by the party invoking arbitration procedure. The two nominees shall attempt to select by agreement a Chairman of the Arbitration Board. If they are unable to agree upon such a Chairman within a period of ten (10) working days, they shall then request the Minister of Labour for the Province of Ontario to appoint a Chairman.
- 9.04** No person may be appointed as an Arbitrator who has been involved in an attempt to negotiate or settle the grievance.
- 9.05** No matter may be submitted to arbitration, which has not been properly carried through all requisite steps of the Grievance Procedure.
- 9.06** The Arbitration Board shall not be authorized to make any decision inconsistent with the provisions of this Agreement, nor to alter, modify, add to or amend any part of this Agreement.
- 9.07** The proceedings of the Arbitration Board will be expedited by the parties hereto and the decision of the majority and, where there is no majority the decision of the Chairman will be final and binding upon the parties hereto and the employee or employees concerned.
- 9.08** Each of the parties hereto will bear the expenses of the nominee appointed by it and the parties will share equally the fees and expenses, if

any, of the Chairman of the Arbitration Board.

9.09 The time limits set out in the Grievance and Arbitration Procedures herein are mandatory and failure to comply strictly with such time limits except by the written agreement of the parties, shall result in the grievance being deemed to have been abandoned subject only to the provisions of Section 44(6) of the Labour Relations Act.

9.10 Wherever Arbitration Board is referred to in the Agreement, the parties may mutually agree in writing to substitute a single Arbitrator for the Arbitration Board at the time of reference to arbitration and the other provisions referring to Arbitration Board shall appropriately apply.

9.11 Adverse Report

An employee shall be notified in writing of any expression of dissatisfaction concerning their work within twenty (20) working days of the event of the complaint. This notice shall include particulars of the work performance which led to such dissatisfaction. If this procedure is not followed, such expression of dissatisfaction shall not become a part of their record for use against them at any time. The employee's reply shall form part of their record.

ARTICLE 10 - CONTRACTING OUT

10.01 The Employer agrees that all work or services normally performed by employees in the bargaining unit shall not be contracted, transferred, leased, assigned or conveyed in whole or in part to any other plant, person, company or employee outside of the bargaining unit.

ARTICLE 11 - JOB POSTINGS

11.01

- (a) All job vacancies shall be filled in accordance with the job posting procedure, provided, however, that the Employer shall have the right to fill vacancies on a temporary basis until the job posting procedure is completed unless notified by the employer, in writing, of its intentions to postpone or not fill the position, including the reason.
- (b) Temporary vacancies due to Maternity Leave, long term illness, leaves of absence or vacation coverage anticipated to exceed five (5) weeks shall be posted to enable short hour employees or part-time employees to make application.

11.02 When a vacancy occurs, the Employer shall notify the Union in writing and post notice of the vacancy or position on all bulletin boards for a minimum of seven (7) working days. The posting shall then be deemed to be closed at the end of the seventh (7th) working day. Application for the vacancy shall be in writing and submitted to the Executive Director, or designate. The Employer will notify the successful applicant within ten (10) working days from the date the posting closed.

11.03 Each notice shall contain the following information:

- (a) nature of the position
- (b) qualifications – except where job training can be provided and completed within a three-week period
- (c) required knowledge and education
- (d) skills
- (e) shifts
- (f) wage or salary range

11.04 Both parties recognized:

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

Therefore, in making staff changes, transfers, or promotions, appointment shall be made of the applicant with the greatest seniority who also has the required qualifications, except where job training can be provided and completed within a three-week period, with due regard to the provisions of Article 22.03. Appointments from within the bargaining unit shall be made within three (3) weeks of posting.

11.05 The successful applicant shall be placed on trial for a period of twenty (20) working days. Conditional on satisfactory service, the employee shall be declared permanent after the twenty (20) working day period. In the event the successful applicant proves unsatisfactory in the position during the trial period, or if the employee is unable to perform the duties of the new job classification, or if the employee so requests, they shall be returned to their former position without loss of seniority, wage or salary rate.

11.06 When a new classification (which is covered by the terms of this Agreement) is established by the Home, the Home shall determine the rate of pay for such new classification and notify the Local Union of the

same within seven (7) days. If the Local Union challenges the rate, it shall have the right to request a meeting with the Home to endeavour to negotiate a mutually satisfactory rate. Such request will be made within ten (10) days after the receipt of notice from the Home of such new occupational classification and rate. Any change mutually agreed to resulting from such meeting shall be retroactive to the date that notice of the new rate was given by the Home. If the parties are unable to agree, the dispute concerning the new rate may be submitted to Arbitration as provided in the Agreement within fifteen (15) days of such meeting. The decision of the Board of Arbitration (or Arbitrator as the case may be) shall be based on the relationship established by comparison with the rates for other classifications in the bargaining unit having regard to the requirements of such classification.

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

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

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

ARTICLE 12 - HOURS OF WORK

12.01 Standard Daily Hours

- (a) The normal hours of work shall be seven and one-half (7½) hours, exclusive of lunch periods. Where an employee is not permitted to leave the building during a lunch period they shall be paid overtime for the period. The normal bi-weekly work period for full-time employees shall be seventy-five (75) hours.
- (b) Shifts of less than 7.5 hours may be scheduled, with mutual agreement between Employer and Union. Such agreement shall be in writing.

12.02 Average Bi-Weekly Hours

The normal hours shall average seventy-five (75) over a two-week period,

not including meal periods.

12.03 Working Schedule

- (1) The Employer shall attempt to provide that days off shall be consecutive and planned in such a way as to provide every second weekend off.
- (2) Employees shall retain their present shifts.
- (3) The Employer shall attempt to provide that the hours and days off work of each employee shall be posted in an appropriate place at least two (2) weeks in advance. Once posted, the shift schedule shall not be changed without the mutual consent of the parties.
- (4) Employees shall have their preference of shifts in accordance with seniority, the ability to perform the work of the job and provided there is a vacancy in the shift requested. Employees are not required to work split shifts or rotating shifts. An employee wishing to change shift may do so after making arrangements with another employee, and submit a change form to their Manager for approval forty-eight (48) hours prior to the date and start time of the shift. The overtime provisions of this Agreement shall not apply in these circumstances.
- (5) Shift vacancies shall be posted.
- (6) Availability must be submitted **by** the 15th of the month for the upcoming four (4) weeks. Employees who do not submit availability within this period will not be called or scheduled for any shifts.
- (7) It is understood that casual part-time employees are expected to be available to work four (4) weekend shifts over a four (4) week period.

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

- (a) Full-time employees who are scheduled less than 37.5 hours per week, shall be offered up to 37.5 hours per week in rotating seniority order.
- (b) Part-time employees (those regularly scheduled less than 24 hours per week) shall be offered up to 37.5 hours per week in a rotating seniority order.
- (c) If by reason of illness, vacation or leave of absence, there is a shortage of the scheduled staff, the management will make every effort to replace the employee in accordance with this Article, such efforts to be documented.

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.

12.06 Employees hired after July 1, 1986, shall be available to work a minimum of two (2) shifts (day, evening, night), and may be required to work rotating shifts.

12.07 Paid Rest or Relief Periods

All employees shall be permitted a fifteen (15) minute rest period during the first half and in the second half of a shift in an area made available to them.

12.08 If an employee is called into work within one-half hour of the commencement of the shift and attends at work within one hour after the commencement of the shift they will be paid for the full shift.

12.09 During the changeover from daylight savings time to standard time, and vice versa, employees will be paid for hours actually worked, whether at straight time or overtime rates.

ARTICLE 13 - LAYOFFS AND RECALLS

13.01 Definition of Layoff

Layoffs, under the provisions of this Collective Agreement, shall mean the reduction of daily or biweekly regularly scheduled hours of work of any full-time or part-time employee.

So long as a full-time position exists, there will be no splitting of that position into two (2) or more part-time positions which would cause a layoff of that full-time position.

13.02 Role of Seniority in Layoffs

Both parties recognize that job security should increase in proportion to length of service. Therefore, in the event of a layoff, employees shall be laid off in the reverse order of their seniority. An employee about to be laid off may bump an employee with less seniority, providing the employee exercising the right is qualified to perform the work of the employee with less seniority.

13.03 Grievances on Layoffs

Grievances concerning layoffs due to a reduction in the working force shall

be initiated at Step 3 of the Grievance Procedure.

13.04 In the event of a layoff of a permanent or long-term nature the Home will provide an affected employee and the Union with notice in accordance with the *Employment Standards Act*. However, the employment standards will be deemed to be amended to provide notice to the affected employee effective from the date of the award as follows:

If for services greater than nine (9) years	-	9 weeks' notice
If for services greater than ten (10) years	-	10 weeks' notice
If for services greater than eleven (11) years	-	11 weeks' notice
If for services greater than twelve (12) years	-	12 weeks' notice

No full-time employee within the bargaining unit shall be laid off by reason of their duties being assigned to two (2) or more part-time employees.

13.05 In the event of a layoff of a full-time employee, the Employer shall pay its share of the insured benefit premiums for the duration of the entitled notice period for in Article 13.04, provided the employee pays their share (if applicable).

13.06 Laid off employees shall retain seniority, service and recall rights for twenty-four months from the last date of layoff.

13.07 An employee in receipt of notice of layoff may:

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

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

13.08

- (a) An employee shall have opportunity of recall from a layoff to an available opening in order of seniority provided they are qualified and able to perform the work, before such opening is filled on a regular basis under the job posting procedure. The posting procedure shall not apply until the

recall process has been completed.

- (b) In determining the ability of an employee to perform the work for the purposes of the paragraph above, the Employer shall not act in an arbitrary or unfair manner.
- (c) An employee recalled to work in a different classification from which they were laid off shall have the privilege of returning to the position held prior to the layoff should it become vacant within six (6) months of being recalled.
- (d) No new employees shall be hired until all those laid off have been given an opportunity to return to work and have failed to do so, in accordance with the loss of seniority provision, or have been found unable to perform the work available.
- (e) The Employer shall notify the employee of recall opportunity by registered mail, addressed to the last address on record with the Employer. The notification shall state the job to which the employee is eligible to be recalled and the date and time at which the employee shall report for work and the rate of pay. The employee is solely responsible for their proper address being on record with the Employer.
- (f) Employees on layoff shall be given preference for temporary vacancies which are expected to exceed ten (10) working days. An employee who has been recalled to such temporary vacancy shall not be required to accept such recall and may instead remain on layoff.

13.10 Where the Employer identifies that a reduction in staffing may be necessary, the Employer shall, prior to giving to the employees any notice of layoff, including reduction in hours, meet with the Union to discuss the situation and any possible means of minimizing staff impact.

ARTICLE 14 - OVERTIME

14.01 Overtime Defined

All time worked beyond the normal work day, the normal work week, or on a holiday as defined in the Agreement shall be considered as overtime.

14.02 Compensation for Work after Daily Scheduled Hours

When instructed to work after regular daily hours, employees shall be paid at the rate of time and one-half (1½).

14.03 When instructed to work after regular weekly hours as defined in Article 12.02, the employee shall be paid at the rate of time and one-half (1½).

14.04 Payment for or Supply of Meals

Employees required to work more than two (2) hours overtime shall be provided with a meal.

14.05 No Layoff to Compensate for Overtime

Employees shall not be required to layoff during regular hours to equalize any overtime worked.

14.06 Calculating Overtime Rates

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

14.07 Sharing of Overtime

Overtime shall be divided equally among employees who are willing and qualified to perform the available work. Where possible, callback time shall also be divided equally among employees.

14.08 Overtime During Layoffs

There shall be no overtime worked in a department while there are employees of that department who have become unemployed as a result of a layoff.

14.09 Call Back Pay Guarantee

An employee who is called in to work outside their normal working hours shall be paid for a minimum of two (2) hours at overtime rates.

14.10 Time Off in Lieu of Overtime

Time off in lieu may be taken on a mutually agreed upon basis between the employee and the Home, such time off will be the equivalent of the premium rate the employee has earned for working overtime. The Home shall revert to payment of premium rate if time is not taken within sixty (60) calendar days.

ARTICLE 15 - SHIFT WORK

15.01 Shift Premiums

- (a) Where the majority of hours worked by an employee occurs between 1300 hours and 0700 hours such employee shall receive an additional thirty-five cents (35¢) per hour for all hours worked on their shift.
- (b) An additional forty-five cents (45¢) per hour will be paid for all hours worked between Friday 2400 hours and Sunday 2400 hours and for any hours worked on a named holiday.

Effective September 4, 2025 an additional thirty-five cents (55¢) per hour will be paid for all hours worked between Friday 2400 hours and Sunday 2400 hours and for any hours worked on a named holiday.

15.02 Rest Between Shifts

Failure to provide at least sixteen (16) hours rest between regularly scheduled shifts which are being changed, shall result in payment of overtime at established rates for any hours worked during such normal rest period, except where such hours results from a change at the request of the employee as contemplated in Article 12.03(3).

ARTICLE 16 - PAID HOLIDAYS

16.01

- (a) The following shall be recognized as holidays and shall be paid for at the regular rates for the hours all full-time employees would have worked if it had not been a holiday:

New Year's Day	Civic Holiday
*Family Day	Labour Day
Good Friday	Thanksgiving Day
Easter Monday	Christmas Day
Victoria Day	Boxing Day
Canada Day	(2) Float Days

* 3rd Monday in February

- (b) The Float Days are to be taken during the calendar year at a time mutually agreed upon between the Employer and the employee. The float days are not cumulative and are only available to employees who have completed their probationary period.
- (c) It is understood by the parties that part-time employees will be prorated for float days in accordance with their accumulation of hours worked during

the calendar year. (i.e. for each 975 hours worked shall earn one float holiday to a maximum of two (2) days).

16.02 Pay on Scheduled Holidays

All full-time employees who are required to work on one of the above-listed holidays shall be paid at the rate of time and one-half (1½) plus straight time for the day, or another day off with pay at a time mutually agreeable between the employee and the Employer, such agreement shall not be unreasonably denied.

Full-time employees who are required to work on any of the above-listed holidays, and actually do work on any of those holidays, will be allowed to save up to a total of three (3) such holidays to be taken in conjunction with their regularly scheduled days off or vacation provided they abide by the following:

- (1) By January 15th of each year, they indicate to their supervisor their intention to save any holidays, and they specify which holidays they intend to save that year;
- (2) They notify their Supervisor, in writing, at least four (4) weeks prior to the posting of the schedule covering the dates they desire to be off, of such dates;
- (3) Notwithstanding (1) and (2) it is understood that these stats cannot be taken until earned.
- (4) No more than the following number of employees may utilize this provision at any one time in the following Department:

Kitchen - 2 employees
Housekeeping - 2 employees

Health Care Aides and Registered Practical Nurses:

Day Shift - 2 employees
Evening Shift - 1 employee
Night Shift - 1 employee

It is understood and agreed that, in order for this provision to operate, suitable replacement staff must be available. Furthermore, this provision will not operate between December 15th and January 15th. Saved stats must be taken within the same calendar year, with the exception of Christmas Day and Boxing Day which will carry over to the following year.

Requests for time off pursuant to this provision shall be granted on a “first come first served” basis based on the date received by the Supervisor

within the departments specified above.

16.03 Compensation for Holidays Falling on Scheduled Day Off

If a holiday falls on a full-time employee's regular day off, the employee will receive either one regular day's pay or a compensating day off in lieu thereof within sixty (60) days after the holiday.

16.04 In order to qualify for payment for any of the holidays designated in this Article 16.01, all full-time employees must work their regular shift immediately prior to their first regular shift immediately following the holiday, except where such absences are due to sickness or other authorized leave of absence.

16.05 All employees shall be entitled to have either Christmas Day or New Year's Day off. Preference as to which day is taken shall be determined by seniority. It is understood that to accommodate such time off, the scheduling regulations set out in the Agreement shall be waived during the period December 15th – January 15th.

16.06 If so requested, full-time employees scheduled off on a weekend should be scheduled off on a paid holiday falling on the subsequent Monday.

16.07 Part-time employees who work on a paid holiday as set out in 16.01(a) shall receive 1½ X pay for all hours so worked.

ARTICLE 17 - VACATIONS

17.01 Length of Vacation

Employees shall receive an annual vacation with pay in accordance with credited service prior to the commencement of the vacation as follows:

(a) **Full-time**

Less than one (1) year	1 day per month of service to a maximum of ten (10) days
Two (2) weeks	After one (1) year
Three (3) weeks	After three (3) years
Four (4) weeks	After eight (8) years
Five (5) weeks	After fifteen (15) years
Six (6) weeks	After twenty-two (22) years
Seven (7) weeks	After twenty-eight (28) years

(b) **Part-time**

One year = 1725 hours	
Less than one (1) year of service	4% of total earnings
One (1) year of service	4% of total earnings
Three (3) years of service	6% of total earnings
Eight (8) years of service	8% of total earnings
Fifteen (15) years of service	10% of total earnings
Twenty-two (22) years of service	12% of total earnings
Twenty-eight (28) year of service	14% of total earnings

17.02 Holidays During Vacation

If a paid holiday falls or is observed during an employee's vacation period, they shall be granted an additional day's vacation with pay for each holiday, in addition to their regular vacation time.

17.03 Vacation Pay

Vacation may not be carried over from year to year and must be taken in the year they are earned. For clarity, vacations will not be paid in advance.

17.04 Vacation Pay on Termination

An employee terminating their employment at any time in their vacation year before they have taken their vacation shall be entitled to a proportionate payment of salary or wages in lieu of such vacation.

17.05 Vacation Payment on Death

In the event of an employee's death, the Employer agrees to pay the proportionate amount of vacation pay earned to the estate of the employee.

17.06 Preference in Vacations

Available vacations shall be granted first on the basis of seniority.

17.07 Vacation Schedules

- (a) The vacation year shall be from July 1st to June 30th
- (b) Deadlines for submitting vacation requests shall be as follows: For vacations falling from June to September 15th, vacations requests must be made no later than March 15th. The vacation schedule for

this period shall be posted no later than June 1st.

- (c) Vacations may not normally be taken between December 15th and January 15th.
- (d) Any vacation requests made outside of the periods in (b) above will be approved on a first come basis. Where Employees' vacation requests conflict, the more senior Employee's vacation request will be approved unless the other Employee's vacation has already been approved in writing. Where a request was handed in on the same day, seniority will prevail.
- (e) Any dispute in the scheduling of vacation which cannot be resolved between the parties, shall be decided upon on the basis of seniority.
- (f) Vacation schedules shall not be changed unless mutually agreed to by the employee and the Employer.
- (g) When an employee has not scheduled two (2) weeks of vacation in any vacation year, those weeks may be scheduled by the Employer

17.08 Single Day Vacation

With mutual agreement, employees may be permitted to take vacation in increments of one (1) day.

ARTICLE 18 - SICK LEAVE PROVISIONS

18.01 Sick Leave Defined

Sick leave means a period of time an employee is absent from work by virtue of being unable to work because of sickness, or accident for which compensation is not payable under the Workers' Compensation Act. The employee will receive a full day's pay for each such day of sick leave to the extent that **they have** sufficient credits.

18.02 Annual Paid Sick Leave

As of April 1, 1981, eighteen (18) days sick leave per year shall be earned by an employee at the rate of one and one-half (1½) days for each month an employee is employed to a maximum of eighteen (18) days in any calendar year.

18.03 Unused Sick Leave

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

benefits.

18.04 Proof of Illness

An employee may be required by the Employer to produce proof of illness in the form of a certificate from a legally qualified Medical Practitioner for any absence due to illness or accident.

Should there be any charge to the employee for the above-noted certificate such costs will be paid by the Employer upon receipt of authorized billing from the attending physician, or proof of payment to the attending physician by the employee.

18.05 Sick Leave Records

Employees shall be advised electronically of the amount of sick leave accrued to their credit.

18.06 Sick Leave on Termination

An employee having accrued sick leave to their credit, with more than five (5) years' continuous and uninterrupted service, shall on severance or retirement, be entitled to be paid at the rate of pay effective immediately prior to severance or retirement, the equivalent of fifty percent (50%) of their accumulated sick leave credits.

18.07 An employee who will be absent on any shift must notify the Employer at least two (2) hours prior to the commencement of the shift unless impossible. Failure to give such notice may result in loss of sick leave benefits for that day of absence.

18.08 Injury Pay Provisions

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

18.09 Workers' Compensation Pay Supplement

(a) An employee shall accumulate seniority during absences in which **they receive** Workers' Compensation payments. All employee benefits as in Article 20.00 (Employee Benefits) shall continue during the first three (3) months of such absence and the Employer's share of premiums shall continue for the first three (3) months.

Thereafter, the employee may continue to be covered by paying the Employer's share of such premium.

- (b) An employee who is no longer deemed to have a compensable injury shall be placed in their former or equivalent position with the Employer provided **they supply** a medical certificate certifying that **they are** physically able to perform the available work.

ARTICLE 19 - LEAVE OF ABSENCE

- 19.01** The Executive Director may grant or refuse a request for a leave of absence without pay for extenuating personal reasons, provided that **they receive** at least one (1) months' notice in writing, unless impossible, and that such leave may be arranged without undue inconvenience to the normal operations of the Nursing Home. Applicants when applying must indicate the date of departure and specify the date of return.

If a leave of absence is granted, the employee shall be advised in writing with a copy to the Union.

To qualify for leaves of absence as stipulated above the employee must have completed six (6) months of employment with the Employer and it is expressly understood, no benefit except as hereinafter provided shall accrue to or be paid to any employee on leave of absence.

19.02 Leave of Absence for Full-time Union or Public Duties

The Employer recognizes the right of employees to participate in public affairs. Therefore, upon written request, made at the earliest opportunity, the Employer will grant leave of absence, without pay and without loss of seniority so that employee may be candidates in a Federal, Provincial or Municipal election.

An employee who is elected or selected for a full-time position with the Union or any body with which the Union is affiliated, or who is elected to public office, shall be granted leave of absence without pay and without loss of seniority for a period of one (1) year.

19.03 Paid Bereavement Leave

- (1) In the event of death of an employee's spouse (including same sex or common-law spouse), child or parent, the employee shall be entitled to leave of absence without loss of pay for five (5) days.
- (2) In the event of death of an employee's sister, brother, mother-in-law, father-in-law, son-in-law, daughter-in-law, grandparent or grandchild, the employee shall be entitled to leave of absence without loss of pay for

three (3) days.

- (3) In the event of death of an employee's aunt, uncle, brother-in-law, sister-in-law, niece or nephew, the employee shall be entitled to leave of absence without loss of pay for one (1) day.
- (4) Where the burial occurs at a locale in excess of 560 km, such leave shall include reasonable travel time, the latter not to exceed two (2) days, without pay. Additional days without pay may be granted. The employee shall be paid for scheduled hours during the leave which they otherwise would have worked. The employee will be allowed to save one (1) day to attend the memorial service.
- (5) Where an employee's scheduled vacation is interrupted due to a bereavement, the employee shall be entitled to bereavement leave in accordance with Article 19.03 (1), 19.03 (2) or 19.03 (3). The portion of the employee's vacation which is deemed to be bereavement leave under the above provisions will not be counted against the employee's vacation credits.

19.04 Pregnancy and Parental Leave

.01 Pregnancy and parental leaves will be granted in accordance with the *Employment Standards Act of Ontario* unless otherwise amended.

.02 Pregnancy Leave

- (a) An employee who is pregnant shall be entitled, upon application, to pregnancy leave and parental leave immediately thereafter. Pregnancy leave shall be granted for seventeen (17) weeks as provided in the *Employment Standards Act*, and may begin no earlier than seventeen (17) weeks before the expected birth date.

The employee shall give the Employer four (4) weeks' notice, in writing, of the day upon which they intend to commence their leave of absence, unless impossible, and furnish the Employer with a certificate of a legally qualified medical practitioner stating that they are pregnant and giving the estimated day upon which delivery will occur.

- (b) The employee must have started employment with their Employer at least thirteen (13) weeks prior to the expected date of birth.
- (c) The employee shall give at least four (4) weeks' notice of their intention to return to work. The employee may, with the consent of the Employer, shorten the duration of the leave of absence requested under this Article upon giving the Employer four (4) weeks' notice of their intention to do so, and furnishing the Employer with a certificate of a legally qualified medical

practitioner stating that they are able to return to work.

Additional leave of absence may be taken under Article .10, Parental Leave.

- (d) Notwithstanding Article .02(b) above, an employee must complete ten (10) months of continuous service prior to the expected date of birth to be paid a supplemental Employment Insurance Benefit.

An employee on pregnancy leave who is in receipt of Employment Insurance pregnancy leave benefits shall be paid a supplemental Employment Insurance Benefit.

That benefit will be the equivalent to the difference between seventy-five percent (75%) of their regular weekly earnings (which for part-time employees shall include any in lieu payment, if applicable) and the sum of their weekly rates of Employment Insurance Benefits. In any week, the total amount of SUB payments and the weekly rate of E.I. benefits will not exceed seventy-five percent (75%) of the employee's regular weekly earnings.

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

Other Income – Payments in respect to guaranteed annual remuneration or in respect of deferred remuneration or severance pay benefits are not reduced or increased by payments received under this plan.

Such payment shall commence after the one (1) week employment insurance waiting period and shall continue while the employee is in receipt of such benefits for a maximum period of seventeen (17) weeks. The employee's regular weekly earnings shall be determined by multiplying their regular hourly rate, on their last day worked prior to the commencement of the leave times their normal weekly hours.

The regular hourly rate shall be calculated to include all of the employee's insurable earnings as defined by the Employment Insurance System.

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

- .03 An employee who does not apply for leave of absence under Article .02(a) and who is otherwise entitled to pregnancy leave, shall be entitled to and shall be granted leave of absence in accordance with Article .02(a) upon providing the Employer, before the expiry of two (2) weeks after they ceased to work, with a certificate of a legally qualified medical practitioner

stating that they were not able to perform the duties of their employment because of a medical condition arising from their pregnancy, and giving the estimated day upon which, in their opinion, delivery will occur or the actual date of their delivery.

- .04 During the period of leave, the Employer shall continue to pay the Employer's portion of hospital, medical, dental, group life, pension and other benefits included and prescribed by the Employment Standards Act unless the employee gives the Employer written notice that the employee does not intend to pay the employee contributions. If deductions for the employee's share of the premiums are required, the Employer shall deduct these amounts from the SUB payments.
- .05 An employee who intends to resume their employment on the expiration of the leave of absence granted to them under this Article shall so advise the Employer when they request the leave of absence. If a full-time employee returns to work at the expiry of the normal pregnancy or parental leave, and the employee's former permanent position still exists, the employee will be returned to their former job, and former shift, if designated.

All employees who fill vacancies as a result of the above absences shall likewise be returned to their former permanent positions.

- .06 When the Employer has suspended or discontinued operations during the leave of absence and has not resumed operations upon the expiry thereof, the Employer shall upon resumption of operations, reinstate the employee to their employment or to alternate work in accordance with the established seniority system or practice of the Employer in existence at the time the leave of absence began and in the absence of such a system or practice shall reinstate the employee in accordance with the provisions of Article .05.
- .07 Such absence is not an illness under the interpretation of this Agreement, and credits on the accumulated sick leave plan and the weekly indemnity plan cannot be used.
- .08 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.
- .09 Upon expiry of seventeen (17) weeks pregnancy leave, an employee may immediately commence parental leave, as provided under Article .10 of this Agreement. The employee shall give the Employer at least four (4) weeks' notice, in writing, that they intend to take parental leave.
- .10 **Parental Leave**
- (a) An employee who becomes a parent, and who has been employed for at least thirteen (13) weeks immediately preceding the date of the birth of the

child or the date the child first came into care or custody of the employee, shall be entitled to parental leave.

- (b) A “parent” includes: the natural mother or father of the child; a person with whom a child is placed for adoption and a person who is in a relationship with the parent of the child and who intends to treat the child as their own.
- (c) Parental leave must begin no later than seventy-eight (78) weeks after the day the child is born or comes into the custody, care and control of the parent for the first time. For employees on pregnancy leave, parental leave will begin immediately after pregnancy leave expires. Parental leave shall be granted for up to sixty-one (61) weeks in duration if the employee also took pregnancy leave and sixty-three (63) weeks in duration if they did not.
- (d) The employee shall give the Employer four (4) weeks written notice of the date the leave is to begin.

An employee may end their parental leave as set out in paragraph (c) above (or earlier) by giving the Employer written notice at least four (4) weeks before the last day of the leave.

- (e) Notwithstanding Article .10(a) above, an employee must complete ten (10) months of continuous service immediately preceding the date of the birth of the child or the date the child first came into care or custody of the employee to be eligible to be paid a supplemental Employment Insurance Benefit.

An employee on parental leave who is in receipt of Employment Insurance parental leave benefits shall be paid a supplemental Employment Insurance Benefit.

That benefit will be the equivalent to the difference between seventy-five percent (75%) of their regular weekly earnings (which for part-time employees shall include any in lieu payment, if applicable) and the sum of their weekly rates of Employment Insurance Benefits. In any week, the total amount of SUB payments and the weekly rate of E.I. benefits will not exceed seventy-five percent (75%) of the employee’s regular weekly earnings.

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

Other Income – Payments in respect of guaranteed annual remuneration or in respect of deferred remuneration or severance pay benefits are not reduced or increased by payments receiving under this Plan.

Such payment shall commence after the one (1) week employment insurance waiting period and shall continue while the employee is in receipt of such benefits for a maximum period of ten (10) 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 leaves times their normal weekly hours.

The regular hourly rate shall be calculated to include all of the employee's insurable earnings as defined by the Employment Insurance System.

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

For the purposes of parental leave under Article .10 Parental Leave, the provisions under .01, .04, .05, .06, .07, .08 and .09 shall also apply.

Where an employee elects to receive parental leave benefits pursuant to Section 12(3)(b)(ii) of the *Employment Insurance Act*, the amount of any Supplemental Employment Benefit payable by the Employer will be no greater than what would have been payable had the employee elected to receive the parental leave benefit pursuant to Section 12(3)(b)(i) of the *Employment Insurance Act*.

19.05 Jury or Witness Leave

The Employer shall grant leave of absence without loss of seniority benefits to an employee who serves as a juror or witness in any court. The Employer shall pay such an employee the difference between their normal earnings and the payment they receive for jury service or court witness, excluding payment for travelling, meals or other expenses. The employee will present proof of service and the amount of pay received.

19.06 Education Leave

Leave of absence with pay, up to one (1) day per year without loss of seniority shall be granted to all employees for time to write examinations to improve job related skills and qualifications. All requests under this Article shall not be unreasonably denied.

Where employees are required by the Employer to take courses to upgrade or acquire new or additional employment qualifications or skills, in order to maintain their employment, the Employer shall pay the full cost associated with the courses.

19.07 Leave of Union Conventions, etc.

The Employer will be provided two (2) weeks' notice in order for a maximum of three (3) employees at any one time may attend Union business, conventions, conferences and seminars. During such leaves the Employer will pay the employee's regular rate of pay and benefits and be reimbursed by the Union.

19.08 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 or health unit, and if the employee is not entitled to WSIB benefits for the period of such self isolation, the employee will be entitled to use sick-leave or E.I. sick leave, vacation, or lieu entitlements for any hour of work lost during such period.

ARTICLE 20 - EMPLOYEE BENEFITS

20.01

(a) Life Insurance – Group Life

1. The Employer shall pay 100% of the premium for Life Insurance.
2. Life Insurance 2x annual salary.
3. A.D. & D. of \$10,000.00

All in accordance with the provisions of the Plan.

(b) **Drug and Extended Health Plan**

The Employer shall pay 100% of the premium for the Green Shield or equivalent Extended Health Care Plan 10/20 deductible, with eye care rider of two hundred and seventy-five dollars (\$275.00) every 24 months, **effective October 1, 2025, three hundred twenty-five dollars (\$325.00) every 24 months**, inclusive of eye examination. Generic drug substitution for drugs covered by the Plan unless otherwise prescribed by the employee's doctor. Reimbursement for prescribed drugs covered by the Plan will be based on the cost of the lowest cost interchangeable drug unless there is a documented adverse reaction to the drug or where the employee's doctor stipulates in writing that there are other medical reasons why the lowest cost interchangeable drug cannot be prescribed.

(c) **Dental Plan**

Green Shield Dental Plan or equivalent comparable to Blue Cross #9 with current O.D.A. schedules, with the Employer paying 75% of premium.

Recall for dental check-ups for adults eighteen (18) years or older will be extended to every nine months, unless deemed necessary every six (6) months due to dental condition requiring same.

(d) Out of country medical insurance is to be limited to 60 days

20.02 Change of Carrier

Upon request, the Union shall be provided with a current copy of the master policy of all insured benefits. It is agreed and understood that the Employer may, at any time, substitute another insurance carrier provided the level of benefits is not decreased.

20.03 To be offered, provided the current private room hospital coverage is removed and not replaced with semi-private.

Drug card provision will be available with a one dollar (\$1.00) deductible on each prescription.

ARTICLE 21 - PENSION PLAN

21.01 Nursing Homes and Related Industry Pension Plan (NHRIPP)

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

(a) “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;
- 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.

- (b) Each eligible employee covered by this Collective Agreement shall contribute for each pay period an amount equal to four percent (4%) of applicable wages to the Plan. The Employer shall contribute on behalf of each eligible employee for each pay period, an amount equal to four percent (4%) of applicable wages to the Plan.
- (c) 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.
- (d) The Union acknowledges and agrees that other than making its contributions to the Plan as set out in this Article, the Employer shall not be obligated to contribute towards the cost of benefits provided by the Plan, or be responsible for providing any such benefits.

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

It is understood and agreed by the Employer and the Union that should the current pension legislation or regulations be changed so that the Employer's obligation to contribute to the Plan exceeds the amount 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.

- (e) 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.

For further specificity, the items required for each eligible employee by Article 21.01 (e) of the agreement are:

I. To be Provided Once Only at Plan Commencement:

Date of Hire
Date of Birth
Date of First Contribution
Seniority List to include hours from date of hire to Employer's fund entry date (for the purpose of calculating past service credit)

II. To be Provided with each Remittance:

Name

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

III. To be Provided Once, and if Status Changes:

Full address as provided to the Home
Termination date where applicable (MMDDYY)

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.

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

ARTICLE 22 - GENERAL

22.01 Whenever the feminine pronoun is used in this Collective Agreement, it includes the masculine and non-binary pronoun, where the context so requires and vice-versa. Where the singular is used, it may also be deemed to mean the plural and vice-versa.

22.02 Where periods of time are referred to in terms of days, they shall be read to exclude Saturdays, Sundays and statutory holidays.

22.03 No Discrimination

Both the Employer and the Union agree that there will be no discrimination, coercion or intimidation practiced or threatened against the individual employee by the virtue of their membership or non-membership in the Union, or by the exercise or non-exercise of their rights and/or responsibilities as Union representatives under this Agreement. The Employer and the Union further agree that all employees will be protected against discrimination respecting their human and employment rights in all matters prohibited under the *Ontario Human Rights Code*. The parties acknowledge and agree to adhere to the *Ontario Human Rights Code*, the

Employment Standards Act as amended from time to time, the *Ontario Labour Relations Act*, and the *Occupational Health and Safety Act*, as amended from time to time.

22.04 Harassment

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

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

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

22.05 Violence

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

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

22.06 Copies of Agreement

On commencing employment, the employee's immediate supervisor shall introduce the new employee to their Union Steward, who will provide them with a copy of the Collective Agreement. Cost of supplying such copies shall be shared equally by the Employer and the Union.

22.07 Correspondence

All correspondence between the parties arising out of this Agreement or incidental thereto, shall pass to and from the Executive Director and the Secretary of the Local Union, with a copy to the assigned CUPE National Representative.

22.08 Bulletin Boards

The Employer shall provide bulletin boards which shall be placed so that all employees will have access to them and upon which the Union shall have the right to post notices of meetings and other notices of Union affairs.

22.09 Workload Review

In the event that an individual employee or a group of employees have a workload concern, the matter will be addressed as follows:

- (a) At the time the workload issue occurs, the employee will discuss the issue with their supervisor, or their designate.
- (b) Failing resolution, the employee may complete the Workload Review Form attached hereto as Appendix A and submit a copy to both the Union and the Employer for review at the next scheduled Labour Management meeting.

ARTICLE 23 - UNIFORMS AND CLOTHING ALLOWANCE

23.01 Employees required to wear uniforms shall have these supplied and laundered by the Home. In the alternative, the Employer shall pay such employees \$70.00 semi-annually (each January and July) toward such cost of uniforms. This provision applies only to those who have attained seniority as full-time employees.

23.02 Kitchen staff will be supplied with a ready supply of aprons and laboratory style coats.

ARTICLE 24 - PART-TIME (24 hours per week or less)

24.01 Part-time employees are defined as employees who are regularly scheduled to work twenty-four (24) hours per week or less.

24.02 Seniority for part-time employees shall be based on actual hours worked, i.e. 1725 hours equals one year of seniority.

24.03 Part-time employees shall not be covered by Articles 18 and 20. In lieu of these benefits, part-time employees shall be paid thirteen percent (13%) above the appropriate rate in Schedule "A".

24.04 Employees who are successful in posting to a 37.5 hour position shall change from percentage in lieu to benefits.

24.05 A casual part-time employee means an employee who is called to work on a call-in basis, but who does not work a regular schedule, or does so only for a specified period. Such employee has the option of refusing work when it is available to them, however, it is understood that a casual part-time employee that submits their availability and refuses three (3) consecutive shifts on different dates within their availability provided, will be subject to termination. The Employer will not make the decision to terminate in a discriminatory or arbitrary manner.

A casual part-time employee shall have the right to amend their availability provided, when necessary.

ARTICLE 25 - PAYMENT OF WAGES AND ALLOWANCES

25.01

- (a) All employees shall be paid bi-weekly every second Thursday, for the payroll period ending the previous Friday.

The Employer shall pay salaries and wages bi-weekly, by automatic deposit, in accordance with Schedule “A” attached hereto, and forming part of this Agreement.

Pay stubs will be available online once a computer and printer are made available in the workplace. In the event the computer, the printer or internet is not working, the Employer will provide pay stubs in a timely manner for employees who so request it. Such electronic pay stubs will contain no less information than the pay stubs presently given to employees.

- (b) Pay cheques shall be available by noon on payday for all employees.
- (c) An employee shall be paid at the appropriate hourly rate for their classification as set out in Schedule “A” attached and forming part of this Agreement.

25.02 Payment of Wages

When an employee is promoted to a classification bearing a higher rate of pay, they shall be placed in the wage grid (Schedule “A”) at a level which provides a higher rate of pay than they were being paid on the job from which they were promoted.

25.03 Pay on Temporary Transfer – Higher Rated Job

When an employee is temporarily assigned to a position paying a lower rate, their rate shall not be reduced. When they are temporarily assigned

to a higher rated job, for two (2) hours or more, they shall be paid the higher rate of pay for the duration of such assignment.

25.04 There shall be no duplication or pyramiding of any premiums (i.e. shift, weekend, overtime, sick, holiday, etc.) for the same hours.

25.05 Training

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

ARTICLE 26 - HEALTH AND SAFETY COMMITTEE

26.01 A Health and Safety Committee shall be established which is composed of an equal number of Union and Employer representatives, but with a minimum of two (2) Union and two (2) Employer members. The Union representatives shall be appointed by the Union and the Union shall advise the Employer in writing of the names of such representatives. The Health and Safety Committee shall hold meetings at least once every three (3) months or more frequently if requested by the Union or by the Employer for jointly considering, monitoring, inspecting, investigating, reviewing and recommending improvements in health and safety conditions and practices. Minutes shall be taken of all meetings and copies shall be sent to the Employer and the Union.

The Committee shall have the powers bestowed on it by the *Ontario Health and Safety Act*.

Time spent by members of the Committee in the course of their duties shall be paid in accordance with the terms of the *Ontario Health and Safety Act*.

26.02 Two representatives of the Joint Health and Safety Committee, one from Management and one from the employees on a rotating basis designated by the employees, shall make monthly inspections of the workplace and equipment and shall report to the Health and Safety Committee the results of their inspection. In the event of an accident or injury, such representatives shall be notified immediately and shall investigate and report as soon as possible to the committee and the Employer on the nature and causes of the accident or injury. Furthermore, such representatives must be notified of the inspection of a government inspector and shall have the right to accompany them on their inspections. Scheduled time spent in all such activities shall be considered as time worked.

ARTICLE 27 - RETROACTIVITY

27.01 The terms and conditions of this Agreement shall be retroactive to January 1, **2025**, and shall apply to all who were employees on that date or are hired after that date.

ARTICLE 28 - TERM

28.01 This Agreement shall be binding and remain in effect from January 1, 2025 until December 31, 2026.

28.02 Notice of Change

Either party desiring to propose changes or amendments to this Agreement shall, within ninety (90) days prior to the termination date, give notice in writing to the other party of the changes or amendments proposed. Within five (5) working days of receipt of such notice by one party, the other party is required to enter into negotiations in good faith and make every reasonable effort to consummate a revised or new Agreement.

The Union agrees to provide the Employer with an electronic (Microsoft Word) version of the Collective Agreement.

SENT FOR E/SIGNATURES THIS 6TH DAY OF MARCH, 2026.

**MACKENZIE PLACE,
SOUTHBRIDGE CARE HOMES.**

**CANADIAN UNION OF PUBLIC
EMPLOYEES AND ITS LOCAL 2381**


Nicole Gardham (2026-03-06 13:16:48 EST)


Nicole Gardham, H.R. Business Partner


Kris Savage (2026-03-06 09:52:47 EST)


Kristine Savage, Executive Director




Heather Rideout, National Representative


Alita Tan (2026-03-06 13:20:51 EST)

Alita Tan, President


Jaime Maynard (2026-03-06 21:25:40 EST)

Jaime Maynard, Vice-President


Jennifer Fraser (2026-03-06 13:25:08 EST)

Jennifer Fraser, Secretary-Treasurer

SCHEDULE “A” - WAGE SCHEDULE

Classification	Level	Expired Rate	January 1, 2025 (3.5%)	September 4, 2025 (\$1.00)	January 1, 2026 (\$1.00)	January 1, 2026 (3.5%)
RPN	Start	27.63	28.60	29.60	30.60	31.67
	450	28.25	29.24	30.24	31.24	32.33
	1 year	28.94	29.95	30.95	31.95	33.07
	2 year	29.62	30.66	31.66	32.66	33.80
	3 year	30.87	31.95	32.95	33.95	35.14
Nursing Aides	Start	21.54	22.29			23.07
	450	22.01	22.78			23.58
	1 year	22.53	23.32			24.14
	2 year	23.35	24.17			25.02
	3 year	24.32	25.17			26.05
PSW	Start	25.10	25.98			26.89
	450	25.60	26.50			27.43
	1 year	26.13	27.04			27.99
	2 year	26.93	27.87			28.85
	3 year	27.89	28.87			29.88
Certified Health Care Aide	Start	25.10	25.98			26.89
	450	25.60	26.50			27.43
	1 year	26.13	27.04			27.99
	2 year	26.93	27.87			28.85
	3 year	27.89	28.87			29.88
Dietary Aides Laundry Aides Housekeeping Aides	Start	20.96	21.69			22.45
	450	21.47	22.22			23.00
	1 year	22.08	22.85			23.65
	2 year	22.72	23.52			24.34
	3 year	23.70	24.53			25.39
Cook	Start	21.79	22.55			23.34
	450	22.28	23.06			23.87
	1 year	22.87	23.67			24.50
	2 year	23.66	24.49			25.35
	3 year	24.54	25.40			26.29
Activity Aide	Start	21.89	22.66			23.45
	450	22.39	23.17			23.98
	1 year	22.91	23.71			24.54
	2 year	23.72	24.55			25.41
	3 year	24.68	25.54			26.43

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Collective Agreement between Mackenzie Place – Southbridge Care Homes and CUPE and its
Local 2381 January 1, 2025 – December 31, 2026

Maintenance Assistant	Start	21.64	22.40			23.18
	450	22.27	23.05			23.86
	1 year	22.96	23.76			24.59
	2 year	23.61	24.44			25.30
	3 year	24.88	25.75			26.65
PSA	Start	19.38	20.06			20.76
	Step 1	20.27	20.98			21.71
	Step 2	20.89	21.62			22.38
	Step 3	21.52	22.27			23.05

Notes to Schedule "A":

Part-time employees receive an additional 13% in lieu of benefits and sick leave pay.

LETTER OF UNDERSTANDING

between

MACKENZIE PLACE

and

CANADIAN UNION OF PUBLIC EMPLOYEES AND ITS LOCAL 2381

Re: Escorting Residents

It is understood and agreed that no employee at any time will be required to escort a resident to any medical appointments or hospitals.

SENT FOR E/SIGNATURES THIS 6TH DAY OF MARCH, 2026.

**MACKENZIE PLACE,
SOUTHBRIDGE CARE HOMES**

**CANADIAN UNION OF PUBLIC
EMPLOYEES AND ITS LOCAL 2381**

Nicole Gardham

Nicole Gardham (2026-03-06 13:16:48 EST)

Nicole Gardham, H.R. Business Partner

Heather Rideout

Heather Rideout, National Representative

Kristine Savage

Kristine Savage (2026-03-06 09:02:47 EDT)

Kristine Savage, Executive Director

Alita Tan

Alita Tan (2026-03-06 13:20:51 EST)

Alita Tan, President

Jaime Maynard

Jaime Maynard (2026-03-06 21:25:40 EST)

Jaime Maynard, Vice-President

Jennifer Fraser

Jennifer Fraser (2026-03-06 13:25:08 EST)

Jennifer Fraser, Secretary-Treasurer

LETTER OF UNDERSTANDING

between

MACKENZIE PLACE

and

CANADIAN UNION OF PUBLIC EMPLOYEES AND ITS LOCAL 2381

Re: Maintenance Assistant

The parties herein agree that the new position of Maintenance Assistant will remain vacant until sufficient hours are available for the job posting to be posted. Prior to posting the Employer will provide the Union with a copy of the job description.

SENT FOR E/SIGNATURES THIS 6TH DAY OF MARCH, 2026.

**MACKENZIE PLACE,
SOUTHBRIDGE CARE HOMES**

**CANADIAN UNION OF PUBLIC
EMPLOYEES AND ITS LOCAL 2381**

Nicole Gardham
Nicole Gardham (2026-03-06 13:16:48 EST)

Nicole Gardham, H.R. Business Partner

Heather Rideout

Heather Rideout, National Representative

Kris Savage
Kris Savage (2026-03-09 09:02:47 EDT)

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Jaime Maynard (2026-03-06 21:25:40 EST)

Jaime Maynard, Vice-President

Jennifer Fraser
Jennifer Fraser (2026-03-06 13:25:08 EST)

Jennifer Fraser, Secretary-Treasurer

LETTER OF AGREEMENT

between

MACKENZIE PLACE

and

CANADIAN UNION OF PUBLIC EMPLOYEES AND ITS LOCAL 2381


Re: RAI/MDS Review

Recognizing the mutual objective of quality care, the Employer agrees to meet through the Labour Management Committee with the Union as soon as practical after the receipt of their annual RAI/MDS results.

SENT FOR E/SIGNATURES THIS 6TH DAY OF MARCH, 2026.

**MACKENZIE PLACE,
SOUTHBRIDGE CARE HOMES**

**CANADIAN UNION OF PUBLIC
EMPLOYEES AND ITS LOCAL 2381**


Nicole Gardham (2026-03-06 13:16:48 EST)

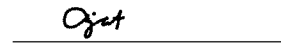
Nicole Gardham, H.R. Business Partner




Heather Rideout, National Representative


Kris Savage (2026-03-06 13:02:47 EST)


Kristine Savage, Executive Director


Alita Tan (2026-03-06 13:20:51 EST)

Alita Tan, President


Jaime Maynard (2026-03-06 21:25:40 EST)

Jaime Maynard, Vice-President


Jennifer Fraser (2026-03-06 13:25:08 EST)

Jennifer Fraser, Secretary-Treasurer

LETTER OF UNDERSTANDING

between

MACKENZIE PLACE

and

CANADIAN UNION OF PUBLIC EMPLOYEES AND ITS LOCAL 2381

Re: Utilization Sick Bank

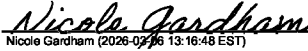
The parties agree that when a full-time employee changes status to part-time as per Article 25 of the Collective Agreement, they can utilize a portion of accrued sick bank monies under the following conditions:

1. When an employee has a substantiated medical situation or significant illness requiring them to be off work for more than two (2) weeks they may submit a written request in advance to the Executive Director requesting payment from the previously accumulated sick bank.
2. The Executive Director will approve the request in writing.
3. The periods withdrawn must be in blocks of one (1) week (5 days).
4. The employee may only draw out a maximum of fifteen (15) days per calendar year from the accrued bank.
5. Any cost for a medical certificate required by the Employer to substantiate the Employee's medical situation or illness will be paid by the Employer in accordance with article 18.04 of this agreement.

SENT FOR E/SIGNATURES THIS 6TH DAY OF MARCH, 2026.

**MACKENZIE PLACE,
SOUTHBRIDGE CARE HOMES**

**CANADIAN UNION OF PUBLIC
EMPLOYEES AND ITS LOCAL 2381**


Nicole Gardham (2026-03-06 13:16:48 EST)

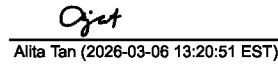
Nicole Gardham, H.R. Business Partner


Kris Savage (2026-03-06 12:47:11)

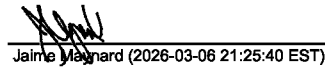
Kristine Savage, Executive Director



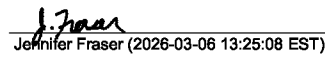
Heather Rideout, National Representative


Alita Tan (2026-03-06 13:20:51 EST)

Alita Tan, President


Jaime Maynard (2026-03-06 21:25:40 EST)

Jaime Maynard, Vice-President


Jennifer Fraser (2026-03-06 13:25:08 EST)

Jennifer Fraser, Secretary-Treasurer

LETTER OF UNDERSTANDING

between

MACKENZIE PLACE

and

CANADIAN UNION OF PUBLIC EMPLOYEES AND ITS LOCAL 2381

Re: Emergency/Family Leave

Subject to the Emergency and Family Leave provision of the Ontario Employment Standards Act, 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 employee in granting requests for leaves for this purpose.

Such leaves shall be subject to the general leave of absence rules and will be deemed as an emergency for the purpose of requesting the same.

SENT FOR E/SIGNATURES THIS 6TH DAY OF MARCH, 2026.

**MACKENZIE PLACE,
SOUTHBRIDGE CARE HOMES**

**CANADIAN UNION OF PUBLIC
EMPLOYEES AND ITS LOCAL 2381**



Nicole Gardham (2026-03-06 13:16:48 EST)

Nicole Gardham, H.R. Business Partner



Heather Rideout, National Representative



Kris Savage (2026-03-09 09:02:47 EDT)

Kristine Savage, Executive Director



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Alita Tan, President



Jaime Maynard (2026-03-06 21:25:40 EST)

Jaime Maynard, Vice-President



Jennifer Fraser (2026-03-06 13:25:08 EST)

Jennifer Fraser, Secretary-Treasurer

LETTER OF UNDERSTANDING

between

MACKENZIE PLACE

and

CANADIAN UNION OF PUBLIC EMPLOYEES AND ITS LOCAL 2381

Re: RPN Previous Experience

The Employer will recognize recent R.P.N. experience on the basis of one (1) annual increment for each year of pre-employment service up to the maximum of the grid.

Part-time pre-employment service will be recognized on the basis of seventeen hundred and twenty-five (1725) hours paid in previous employment equals one (1) year of service up to the maximum of the grid.


It shall be the responsibility of a newly hired employee to provide reasonable proof of recent Registered Nurse experience prior to the end of probationary period in order to be entitled for salary increment and if they fail to do so, they shall not be entitled to recognition.

This provision shall apply to all current employees, provided the employee provides the Employer proof of their recent prior experience prior to their employment at MacKenzie Place – Southbridge Care Homes within thirty (30) days of ratification of this agreement.

SENT FOR E/SIGNATURES THIS 6TH DAY OF MARCH, 2026.

**MACKENZIE PLACE,
SOUTHBRIDGE CARE HOMES**

**CANADIAN UNION OF PUBLIC
EMPLOYEES AND ITS LOCAL 2381**


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Jennifer Fraser, Secretary-Treasurer

LETTER OF UNDERSTANDING

between

MACKENZIE PLACE

and

CANADIAN UNION OF PUBLIC EMPLOYEES AND ITS LOCAL 2381

Re: Innovative/Extended Shift Schedules

Schedules which are inconsistent with the Collective Agreement provisions may be developed at the Local Home level in order to improve quality of working life, support continuity of resident care, ensure adequate staffing resources, and support cost-efficiency. The parties agree that such innovative schedules (including extended shifts) may be determined by the Home and the Union subject to the following principles:


- a) Such introduction shall be established when;
 - i) seventy-five per cent (75%) of the full-time and regular part-time staff in such department so indicate by secret ballot conducted by the union and
 - ii) the Home agrees to implement the work schedule on the unit.
- b) These schedules may pertain to full-time and/or part-time employees;
- c) The introduction of such schedules and trial periods, if any, shall be determined locally by the parties.
- d) Upon written agreement of the Home and the Union, the parties may agree to amend collective agreement provisions to accommodate any innovative unit schedules;

It is understood and agreed that innovative schedules arrangements are based on individual circumstances and each agreement is made on a without prejudice or precedent basis.

SENT FOR E/SIGNATURES THIS 6TH DAY OF MARCH, 2026.

**MACKENZIE PLACE,
SOUTHBRIDGE CARE HOMES**

**CANADIAN UNION OF PUBLIC
EMPLOYEES AND ITS LOCAL 2381**


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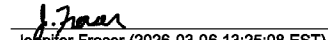
Kristine Savage, Executive Director


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Jaime Maynard (2026-03-06 21:25:40 EST)

Jaime Maynard, Vice-President


Jennifer Fraser (2026-03-06 13:25:08 EST)

Jennifer Fraser, Secretary-Treasurer

LETTER OF UNDERSTANDING

between

MACKENZIE PLACE

and

CANADIAN UNION OF PUBLIC EMPLOYEES AND ITS LOCAL 2381

Re: Workload

The parties agree that the issue of workload will be addressed and discussed at the Labour Management Committee meeting first and if an unsafe condition exists it will be referred to the Health and Safety Committee and the Employer will take appropriate action as deemed necessary.

SENT FOR E/SIGNATURES THIS 6TH DAY OF MARCH, 2026.

**MACKENZIE PLACE,
SOUTHBRIDGE CARE HOMES**

**CANADIAN UNION OF PUBLIC
EMPLOYEES AND ITS LOCAL 2381**

Nicole Gardham

Nicole Gardham (2026-03-06 13:16:48 EST)

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Jaime Maynard, Vice-President

Jennifer Fraser

Jennifer Fraser (2026-03-06 13:25:08 EST)

Jennifer Fraser, Secretary-Treasurer

Appendix “A” – Workload Review Form

WORKLOAD REVIEW FORM: CUPE represented staff members are to complete all sections and forward copies to the Executive Director and the Union or their designates.	
Name (print) & Classification:	
Signature:	
Occurrence Date:	Time:
Workplace:	Unit:
Number of Staff on Duty:	
Brief Description of Workload Concern:	
Recommendation to Resolve:	
Name/Title of CUPE Representative Notified:	
Date/Time of Notification:	
A summary of workload concerns may be tabled as an agenda item at the next scheduled Labour Management meeting.	
Name/Title of Employer Representative Notified:	
Response:	

:abCOPE/491