



COLLECTIVE AGREEMENT

BETWEEN

SEACLIFF MANOR

AND

**THE CANADIAN UNION OF PUBLIC EMPLOYEES
AND ITS LOCAL 2974.03**

Term: May 1, 2025 to April 30, 2028

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Re: Workplace Discrimination and Harassment Policy

PREAMBLE

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

- 1) To maintain and improve the harmonious relations and settled conditions of employment between the Employer and the Union.
- 2) To recognize the mutual value of joint discussions and negotiations in all matters pertaining to working conditions, employment, services, etc.
- 3) To encourage efficiency in operation.
- 4) To acknowledge that the business in which the Employer is engaged is highly competitive and that the Employer must be able to maintain an efficient, cost-effective operation and must continuously improve itself in a highly competitive market while caring for the needs of its residents. The Union acknowledges its role under the Employer in obtaining these objectives, all of which are consistent with this Collective Agreement.
- 5) To promote the morale, wellbeing and security of all the employees in the bargaining unit of the Union.
- 6) Both parties agree to act in a fair and reasonable manner.

ARTICLE 1 – MANAGEMENT RIGHTS

- 1.01 Except where specifically restricted by the terms of this agreement it is the exclusive right and function of the Employer to manage and direct its operations and affairs in all aspects and without limiting or restricting this right and function.
- (a) **D**etermine and establish standards and procedures for the care, welfare, safety and comfort of the residents of Seacliff Manor, and to plan, direct and control the work of the employees and the operations of the Employer;
 - (b) **M**aintain order, discipline, efficiency, and in connection therewith, to establish and enforce reasonable rules and regulations to be observed by the employees provided that they are not inconsistent with the terms of this agreement;
 - (c) **S**elect, hire, retire, transfer, direct, recall, promote, demote, classify, assign duties, layoff, discharge, suspend, or otherwise discipline employees for just cause, provided that a claim of discriminatory transfer, assignment of duties, promotion, demotion or classification or a claim that an employee who has completed probation has been discharged or

disciplined without just cause may be the subject of a grievance and as dealt with hereinafter provided;

- (d) Exercise its Management rights, decisions and actions for sound operations of the business made in good faith and not in an arbitrary or discriminatory manner.
- (e) It is agreed and understood that these rights shall be exercised in a manner consistent with the terms of this Agreement.

1.02 All the rights, powers, authority, etc., that the Employer had prior to the signing of this Agreement are retained by the Employer, except as modified or amended by the terms and conditions of this Agreement.

1.03 With the exception of orders issued by governing authorities to the contrary, policies that affect the bargaining unit shall be shared with the President and Sub Unit Chair or their designate and be posted for seven (7) calendar days for review within the workplace prior to implementation.

ARTICLE 2 – RECOGNITION

2.01 Bargaining Unit

The Canadian Union of Public Employees is the sole and exclusive bargaining agent for all employees of 1933878 Ontario Inc. o/a Seacliff Manor in the Municipality of Leamington, except Managers and persons above the rank of Manager.

2.02 Work of the Bargaining Unit

Persons whose jobs (paid) 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, emergencies, where employees who normally perform the work are not available or in any other circumstances agreed to by the parties. This article does not apply to those services that the resident chooses to receive off-site or individual services and/or respite care which is directed and/or paid for the affected resident/family.

2.03 No Other Agreements

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

2.04 No Contracting Out

- a) No employee in the bargaining unit may enter into a financial or contractual relationship of any kind with a resident or their responsible party with whom the Employer has a contractual relationship.
- b) The Employer agrees that during the term of this Collective Agreement, it shall not contract out work currently being performed by members of the bargaining unit if, as a result of such contracting out, a permanent layoff of an employee normally performing such work, other than casual part-time employees, results from such contracting out. Contracting out to an Employer who is organized and who will employ the employees of the bargaining unit who would otherwise be laid off, is not a breach of this Agreement. This article does not apply to those services that the resident chooses to receive off-site or individual services and/or respite care which is directed and paid for by the affected resident/family. Nothing in this article shall prevent a resident from receiving off-site or individual services and/or respite care which is directed and/or paid for by the affected resident/family.

2.05 Representatives of Canadian Union

The Union shall have the right at any time to have the assistance of representatives of the Canadian Union of Public Employees or any other advisors when dealing or negotiating with the Employer. Upon the prior approval of the General Manager, such representative(s)/advisor(s) shall have access to the Employer's premises in order to deal with any matters arising out of this Collective Agreement.

2.06 Definition of Employee

- a) A "full-time" employee shall be defined as an employee who has been awarded a permanent full-time position through the job posting procedure that causes them to be regularly scheduled to work 75 hours or more in a biweekly pay period exclusive of unpaid meal periods.
- b) A "part-time" employee shall be defined as an employee who has been awarded a permanent part-time position through the job posting procedure that causes them to be regularly scheduled to work less than 48 hours in a biweekly pay period exclusive of unpaid meal periods where applicable.

ARTICLE 3 – NO STRIKES/NO LOCKOUTS

3.01 No Strikes and Lockouts

In view of the orderly procedures established by this Agreement for the settling of disputes and the handling of grievances, the Union agrees that, during the life of this Agreement, there will be no strike, and the Employer agrees that there will be no lockout, in accordance with Provincial Government Laws (including the Hospital Labour Disputes Arbitration Act HLDAA) and Regulations. Moreover, the Union will not cause, authorize, or sanction any slowdown, curtailment, or interference of work of the Employer, nor shall the Union permit any employee in the bargaining unit to cause, counsel, support, encourage, or take part in any such activity.

ARTICLE 4 – DISCRIMINATION AND HARASSMENT

4.01 Personal Harassment

The employer and the Union agree that this Agreement shall be applied to all employees without discrimination, intimidation or harassment by reason of age, marital status, sex, race, creed, colour, ethnic origin, political or religious affiliation, sexual orientation, gender identity, gender expression, ancestry, place of origin, citizenship, family status, record of offences, disability or Union membership or activity.

Moreover, the Employer and the Union are committed to the concept that it is essential to provide a work climate that treats all individuals with dignity and respect, in an atmosphere free of intimidation and harassment.

4.02 No Discrimination

Every employee has the right to work in an environment free of discrimination and harassment. This right includes the responsibility to identify and eliminate harassment and discrimination in the workplace, either as a participant or an observer. Moreover, the Employer and the Union agree that they will adhere to the provisions of the governing legislation of Ontario and the Human Rights Code which prohibits discrimination with respect to employment because of race, ancestry, place of origin, colour, ethnic origin, citizenship, creed, sex, pregnancy, sexual orientation, age, record of offences, marital status, family status, or disability.

ARTICLE 5 – UNION SECURITY AND CHECK-OFF

5.01 Union Security

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

5.02 Deductions

The Union shall notify the Employer in writing of the amount of its regular dues, initiation fees, and other deductions, if any. This shall serve as the Union's authorization to deduct the amounts specified which shall continue to be deducted until changed by further written notice to the Employer. Deductions shall be made from the bi-weekly payroll and shall be forwarded to the Secretary-Treasurer of the Canadian Union of Public Employees Local 2974, by no later than the 15th day of the month following, accompanied by a list of names, addresses, and phone numbers of all employees from whose wages deductions have been made. This list will also include the names and addresses of the employees terminated during that month. The Union agrees to indemnify and save the Employer harmless against any and all liability, errors or omissions arising out of the foregoing.

5.03 New Employees

The Employer agrees to acquaint new employees with the fact that a Union Agreement is in effect and with the conditions of employment set out in the Articles dealing with Union Security and Dues Check-off. **Additionally, the Employer will send in writing to the Recording Secretary of the Canadian Union of Public Employees Local 2974, a list of all new hires within seven (7) days of such hire.** Sometime during orientation, the Employer will introduce the employee to a Subunit Chair or designate and allow them to meet privately for up to twenty (20) minutes on the Employer's premises at a time and location designated by the Employer. The union agrees to meet with more than one employee at a time where several employees may have been hired in the same timeframe.

5.04 T4 Slips

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

- 5.05 Each pay stub shall show a separate line for vacation pay received year to date. Any employee can forward questions regarding the number of vacation hours received year to date to the Employers office manager via email. A response to the request will be sent within three (3) days.

ARTICLE 6 – CORRESPONDENCE

- 6.01 All written correspondence between the parties arising out of this Agreement or incidental thereto shall pass to and from the General Manager or their designate and the affected Union representative or their designate, with a copy to the Local president. This article does not apply to informal communications such as memos, emails, or other communiques, provided discipline is not the result.

ARTICLE 7 - UNION – MANAGEMENT RELATIONS

7.01 Representation

- (a) The Union shall appoint, or otherwise select, up to three (3) Stewards plus the Subunit chair in order to carry out their functions as defined in this Agreement. The Union will give written notification to the Employer of the names of the Stewards, and their replacements when appointed from time to time.
- (b) The Union recognizes that each Steward/Subunit Chair has regular duties to perform, and is responsible for those duties in the same manner as any other employee. Therefore, the Union agrees that a Steward/Subunit Chair will not leave their work during working hours without first obtaining the permission of their manager. In turn, the Employer agrees that provided the needs of the residents are met, the Steward/Subunit Chair indicates to the manager when they will be leaving, indicates the reason for the absence, indicates the anticipated duration (which is not expected to exceed twenty (20) minutes), or the length of the meeting with the Employer as the case may be, the reason for leaving work directly relates to the legitimate function of the Steward/Subunit Chair as defined in this Agreement, and advises the manager upon their return to work, such permission will not be unreasonably withheld. A Union Steward/Subunit Chair shall not suffer any loss of pay, benefits, seniority while meeting with the Employer (not including arbitration) provided they were otherwise scheduled to work.
- (c) An employee shall have the right to have their Steward/Subunit Chair present, and the Employer will inform the employee of their right to such representation, at any discussion with managerial personnel where disciplinary action may be the result. This provision shall not apply to retraining sessions between an employee and their manager.

7.02 Bargaining Committee

The Union shall appoint, and the Employer shall recognize a Bargaining committee not to exceed three (3) members. A Bargaining Committee Member shall not suffer any loss of pay, benefits or seniority while meeting with the Employer during contract negotiations (up to, but not including arbitration) provided they were otherwise scheduled to work.

7.03 Labour - Management Committee

The parties hereby agree to appoint a Joint Labour Management Committee of two (2) employees, one of whom shall be the Subunit Chair, appointed by the Union and two (2) members appointed by the Employer who shall meet to discuss and if possible provide understanding of points of mutual interest between the parties; it being understood that such Committee shall have no right to usurp the power of the negotiation or grievance committee. The committee shall meet **a minimum of ten (10) times per year**, and all matters for discussion shall be submitted to the General Manager of the home previous to each meeting to be placed on the agenda. By mutual agreement of the parties, the number of representatives on the Labour Management Committee may be increased. Employees shall not suffer any loss of pay for time spent with this Committee provided they were otherwise scheduled to work.

7.04 Health and Safety Committee

- (a) The parties agree to abide by the Occupational Health and Safety Act and its regulations. The Employer and the Union agree that they are required to maintain standards of safety and health in the home, in order to prevent injury and illness.
- (b) A joint management and employees Health and Safety Committee shall be established and function pursuant to the Occupational Health and Safety Act.
- (c) Workplace inspections shall be conducted monthly pursuant to the Occupational Health and Safety Act.
- (d) The Joint Health and Safety Committee shall have reasonable access to the annual summary of data from the WSIB.
- (e) The Union agrees to endeavour to obtain the full co-operation of its membership in the observation of all safety rules and practices.
- (f) The Employer shall take every precaution reasonable in the circumstances for the protection of a worker.

- (g) At least one of the members of the committee will be selected by the Union to serve a minimum two (2) year term and will be trained to be a certified worker as defined under the Act.
- (h) **The Committee shall review at least annually all harassment, sexual harassment, and violence in the workplace policies.**

ARTICLE 8 – GRIEVANCE PROCEDURE

8.01 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 given their manager an opportunity to adjust their verbal complaint. No grievance shall be considered where the event giving rise to it occurred or originated more than fifteen (15) working days (excluding Saturday, Sunday and holidays) before the filing of the grievance.

8.02 Definition of Grievance

A grievance shall be defined as any difference arising out of the interpretation, application, administration, or alleged violation of the Collective Agreement.

8.03 Recognition of Union Stewards

In order to provide an orderly and speedy procedure for the settling of grievances, the Employer acknowledges the rights and duties of the Subunit Chair/Union Stewards. A Steward/Subunit Chair may assist any employee, which the Steward/Subunit Chair represents, in preparing, and processing their grievance and/or in making recommendation for adjustments in settling or avoiding future grievances, in accordance with the grievance procedure.

8.04 The Union shall notify the Employer in writing of the name of each Subunit Chair/Stewards before the Employer shall be required to recognize them. The Employer agrees that the Subunit Chair/Stewards shall not be interfered with in the performance of their duties while investigating disputes and presenting adjustments as provided for in this Article. The Union has the right to have the assistance of the President/designate of CUPE Local 2974.

8.05 Permission to Leave Work

The Employer acknowledges the right of Union Stewards to be directly involved in representing employees in the submission of grievances.

A Union representative shall not suffer any loss of pay, benefits or seniority while attending grievance meetings with the Employer (not including arbitration), provided they were otherwise scheduled to work.

8.06 Settling of Grievance

The time limits set forth in this Article may be extended by mutual agreement between the parties. An earnest effort shall be made to settle grievances fairly and promptly in the following manner:

Step 1

If there is not a satisfactory resolution reached after raising their verbal complaint with their manager, an employee then has an unsettled complaint affecting them regarding the interpretation, application, administration or alleged violation of this Agreement, the employee may take the matter up as a written grievance, signed by the employee within five (5) working days after receiving an unsatisfactory reply to the complaint from their immediate manager. The grievance shall state the Articles of the Collective Agreement alleged to have been breached along with the nature of the grievance and the redress sought. The immediate manager shall reply in writing within five (5) working days from the date of the submission of the written grievance.

Step 2

Failing settlement at Step 1, the employee and the Union representative may, within five (5) working days of receipt of the reply given at Step 1, request a meeting between the General Manager, the Union and the grievor. The General Manager shall reply in writing within five (5) working days of the date of the meeting set out herein.

Step 3

Failing settlement at Step 2, the Union representative may, within five (5) working days of receiving a reply from the General Manager following the meeting, forward the grievance to the Operational Manager requesting a meeting. The Operational Manager shall reply in writing within five (5) working days of the date of the meeting set out herein. *(Note: Where the individual holding the role of General Manager is also serving as the Operational Manager, Step 3 of the grievance procedure will be bypassed.)*

8.07 Mediation

By mutual consent, the parties may agree to use the services of a mediator. The parties agree to share equally in the costs of the mediation.

8.08 Policy Grievance/Group Grievance

- (a) A Union or Employer “Policy Grievance” shall be defined as any difference between the Employer and the Union concerning the interpretation, application, administration or alleged violation of any of the provisions of this Agreement, including a question of whether or not a matter is arbitrable. A policy grievance must be submitted within ten (10) working days of the event that gave rise to the grievance. Such grievance shall be submitted in writing at Step 3 of the grievance procedure to the General Manager or Subunit Chair. The General Manager or the Subunit Chair of the Union, whichever is applicable, shall convene a meeting of the parties at a mutually agreed upon time.

The General Manager or the Subunit Chair of the Local Union, whichever is applicable, shall reply in writing within five (5) working days of the date of the meeting set out herein.

- (b) A “Group Grievance” is defined as a single grievance, signed by a Steward or a CUPE representative on behalf of a group of employees who have the same complaint. Such a grievance must be dealt with at successive stages of the grievance procedure, commencing with Step 1. The grievors shall be listed on the grievance form. Should such a grievance be referred to arbitration, the matter shall be adjudicated as a group grievance, unless the arbitrator determines otherwise.

8.09 Deviation from Grievance Procedure

After the grievance has been initiated by the Union at step 1 the Employers representative shall not enter into discussion or negotiation with respect to the grievance itself, either directly or indirectly with the aggrieved employees, without the consent of the Union.

8.10 Replies in Writing

Commencing at Step 1, replies to grievances shall be in writing.

8.11 Meeting Rooms for Grievances

In order to facilitate an orderly and confidential investigation of grievances, the Employer shall make available the temporary use of a private office or similar facility. The Employer shall also supply the necessary onsite facilities for the grievance meetings.

8.12 Failure to Act Within the Time Limits counter

If the grievor or the Union fails to process a grievance to the next step in the grievance procedure within the time limits specified they shall not be deemed to have prejudiced their position in arbitration.

8.13 Referral to Arbitration

Failing settlement at Step 3 the grievance may be submitted to arbitration as hereinafter provided if the request is made in writing to the other party within fifteen (15) working days after the reply from the General Manager. If the grievance is not forwarded to arbitration within those fifteen (15) working days, the grievance will be deemed to have been settled or abandoned, unless extended by mutual agreement of both parties.

8.14 The reference to working days means all calendar days except Saturdays, Sundays, or a recognized holiday. Any and all time limits may at any time be extended by written agreement between the Employer and the Union.

8.15 At any step of the grievance procedure, both the Union and the Employer have the right to have representatives employed outside the facility attend and participate in any meetings provided notice to the responding party is given.

ARTICLE 9 – ARBITRATION

9.01 Referral to Arbitration

It is agreed by the parties thereto that any difference of opinion relating to the interpretation, application or administration of this Agreement which cannot be settled after exhausting the Grievance Procedure shall be settled by arbitration. A Notice of Intent to Arbitrate shall be forwarded to the other party within the time limits set out in Article 8.13 and where the Union intends to rely upon a Board of Arbitration, such notice shall contain the name of the Union's nominee to the Arbitration Board. Within thirty (30) calendar days from the receipt of the Notice of Intent to Arbitrate, the other party must in turn name their nominee. A third person to act as Chairman shall be appointed by the respective nominee. Should either party fail to name their nominee within thirty (30) calendar days or should the nominees fail to appoint a Chairman within thirty (30) calendar days from the date of their appointment, either party or their nominee shall request the Office of Arbitration, Ontario Ministry of Labour, to make the appropriate appointment.

9.02 Payment for Board of Arbitration

Each of the parties thereto shall bear the expense of the nominee appointed by it, and the parties thereto shall jointly bear equally the expense of the third party, and any cost of the place of hearing of such arbitration, if and when the necessity arises.

9.03 Powers of the Board

It is agreed and understood that the Arbitration Board shall have no authority to alter, modify or annul any part of this Agreement. However, the Arbitration Board shall have authority to substitute such other penalty for the discharge or discipline, as the Arbitration Board deems just and reasonable in all circumstances.

9.04 Decision of The Board

The Arbitration Board shall hear and determine the matter and shall issue a decision which shall be in writing and contain the reasons for the decision, the decision of the Chairman will govern.

9.05 Time Limits

The time limits mentioned in this Article and in the preceding Article may be extended by mutual agreement of the parties.

9.06 Single Arbitrator

The Employer and the Union agree that by mutual written agreement of the parties, a Sole Arbitrator may be substituted for a Board of Arbitration. The appointment and jurisdiction of the Arbitrator shall conform to the provisions of this Article. Each party shall pay one-half ($\frac{1}{2}$) of the fees and expenses of the arbitrator and any costs of the place of hearing of such arbitration if and when the necessity arises. The selection of the Arbitrator shall be as follows:

- (a) After the grievance is referred to arbitration, the referring party shall, in writing, propose three (3) names to act as the arbitrator.
- (b) The responding party shall accept one of the three (3) proposed arbitrators, or propose three (3) alternatives. If no agreement is reached, then the Minister of Labour will make the decision.
- (c) The decision of the arbitrator shall be final and binding and enforceable on all parties, but, in no event shall an arbitrator have the power to change this Agreement, or to alter, modify or amend any of its provisions, or to substitute any new provisions for any existing provisions, nor to give any decision inconsistent with the terms and provisions of this Agreement.

ARTICLE 10 – DISCHARGE, SUSPENSION AND DISCIPLINE

10.01 If an employer deems it necessary to notify an employee in writing of any expression of dissatisfaction concerning the employee's work, a copy of the complaint shall be sent within ten (10) calendar days of the event or, learning of the event, with a copy to the President of the Union unless the employee requests otherwise.

Where the employer deems it necessary to include individual(s) or outside agencies as part of an investigation of an event, the employer shall have up to sixty (60) calendar days (excluding paid holidays) to notify an employee in writing of an expression of dissatisfaction. The employer will provide the employee with notification that individuals, or outside agencies have been contacted in the investigation process prior to invoking the sixty (60) calendar day clause.

10.02 Clearing the File

Any disciplinary letter of reprimand, suspension or other disciplinary sanction shall be removed from the employee's disciplinary record after a period of twenty months following the issuance of the discipline, provided that the employee's record has been discipline free in the **eighteen (18)** month period. Human Rights violations, violence in the workplace, and/or discipline involving resident abuse shall remain a part of an employee's disciplinary record and kept on file permanently.

10.03 Discipline Notices

Where the Employer determines the need to impose disciplinary action against an employee, they will attempt to do so within seven (7) working days of the date that the Employer became aware of the incident attracting discipline. If the Employer is unable to achieve this timeframe, they will notify the Union prior to the seven (7) days being exhausted of this and the reason for such delay.

Extensions of the time limit herein may be extended as needed. Once imposed, a copy of the discipline will be provided to the Union.

10.04 Discharge Procedure

When an employee is discharged or suspended, the employee and the Union shall be advised promptly in writing by the Employer as to the reason for such discharge or suspension.

10.05 May Omit Grievance Steps

An employee considered by the Union to be wrongfully or unjustly discharged or suspended shall be entitled to a hearing under Article 8, Grievance Procedure. Steps 1 and 2 of the Grievance Procedure shall be omitted in such cases.

10.06 Designation of Manager

Every employee shall be notified of their immediate designated Manager by means of an organizational chart to be posted.

10.07 Access to Personnel File

Provided an employee submits a request in writing, an employee shall be granted the opportunity to view their personnel file in the presence of the General Manager within ten (10) working days of the receipt of their request. At no time are the files to be removed from the Employer's premises.

ARTICLE 11 – SENIORITY

11.01 Seniority List

A seniority list will be revised **on January 15th and July 15th** of each year. A copy of the seniority list will be posted, and a copy will be given to the Union. **An up-to-date contact information list will also be sent to the Union representative or designate with each seniority list.** The seniority list for all employees will be in order of hours worked. If two or more employees have identical seniority hours, then the original date of hire shall be used to determine their position on the seniority list. An employee's name shall not be placed on the seniority list until they have completed their probationary period. Where, for any reason, it becomes necessary to convert an employee's seniority hours to years or vice versa the calculation shall be based on 1950 hours equals one year. Part time employees can not accrue anymore than 1950 **hours** in a year.

11.02 Probationary Employees

Newly hired employees shall be considered on a probationary basis for a period of 500 hours from the date of hiring and shall not be recognized as having seniority until the completion of such probationary period. The parties may, by mutual agreement, extend the probationary period.

The discharge of a probationary employee shall not be the subject of a grievance or arbitration, provided there is no breach of any prohibited grounds of the Human Rights Code.

11.03 Loss of Seniority

An employee shall lose their seniority and shall be deemed terminated in the event:

- (a) they are discharged, and such discharge is not reversed through the grievance and/or arbitration procedure;
- (b) they resign and do not rescind within twenty-four (24) hours;
- (c) they are absent from work in excess of two (2) scheduled shifts without sufficient cause or without notifying the Employer, unless such notice was not reasonably possible;
- (d) they fail to notify the Employer of their intention to return to work within three (3) calendar days and to return to work within seven (7) calendar days following a layoff and after being notified by registered mail to do so, unless through sickness or other just cause. It shall be the responsibility of the employee to keep the Employer informed of their current address;
- (e) they are laid off in excess of eighteen (18) months;
- (f) they fail to report to work upon the expiration of any leave of absence granted to them or utilizes a leave of absence for a purpose other than that for which it was granted;
- (g) they use a leave of absence to work elsewhere without the expressed written permission of the Employer.

11.04 Transfers and Seniority Outside Bargaining Unit

No employee shall be transferred to a non-bargaining unit position without their consent. If any employee is transferred or applies and is selected for a non-bargaining unit position, they shall retain their seniority and their right to return to the bargaining unit for a period of twelve (12) months. If any employee or their Employer feels that they are not suitable for the position, they may return to their former position in the bargaining unit within the twelve (12) month period.

Note: where the employee is covering for a pregnancy/parental leave, the twelve (12) month period referenced herein may be increased to a maximum eighteen (18) months. An employee shall return for a period no less than thirty (30) days prior to returning to any position outside of the bargaining unit again.

ARTICLE 12 – PROMOTIONS AND STAFF CHANGES

12.01 Job Postings

- (a) **Subject to Article 13**, in this Article a vacancy means a position of employment which the Employer ~~intends to~~ **shall** fill within the bargaining unit which is not filled; but does not include any such position which is expected to be of ninety (90) days or less duration. **When a vacancy occurs or a new position is created within the bargaining unit, within seven (7) days of the vacancy, the Employer shall post a notice on the Employer's main bulletin boards with a copy to the Union. The position shall be posted for a period of seven (7) days so that interested employees can apply.**

In the posting of any vacancies, the Employer will give preference to the designation of full-time positions over part-time.

Temporary Part Time Vacancies

- (b) Temporary Part Time vacancies anticipated to be ninety (90) days or less shall not be required to be posted. The Employer will fill such temporary part time vacancy with bargaining unit employees distributing shifts as equally as possible.

Temporary Job Postings

- (c) Temporary full-time vacancies which the Employer intends to fill of more than ninety (90) days duration shall be posted. Upon termination of a limited job, the employee filling the vacancy shall be returned to the classification and job location in which they last worked. In the event that a part-time employee is the successful applicant, the said employee shall retain their part-time status during the limited full-time period. An employee filling a temporary vacancy of more than ninety (90) days shall not bid on any other temporary posting until the end of their temporary position.

Successful Applicant

- (d) All cases of filling vacancies shall be based on the following factors:
- (i) skill, qualifications, experience, and the ability to perform the requirements of the position;
 - (ii) seniority: (Note: probationary employees do not have the right to bid on job postings unless there are no other internal applicants). Only where the qualifiers in factor (i) are equal shall seniority govern.

12.02 Information in Postings

This job posting notice shall contain the following information: nature of the position, requisite skills, abilities, experience, qualifications, shift, wage or salary rate or range.

12.03 No Outside Advertising

Internal and external advertising for additional employees can occur at the same time, although internal candidates will be given priority.

12.04 Recognition of Seniority

Both parties recognize the principle of promotion within the service of the Employer and that job opportunity should increase in proportion to the length of service.

12.05 Methods of Making Appointment

The Employer shall give notification to the employee and the Union within two (2) weeks of posting of the appointment of a bargaining unit employee to a vacant position and the name of the successful applicant shall be posted on the bulletin board. Until a vacancy is filled by the above procedure the Employer may fill the vacancy as it deems appropriate from within the bargaining unit with shifts being distributed as equitably as reasonable among employees for whom premium pay would not result. Any successful applicant to a permanent position will be precluded from bidding on another vacancy for a period of six (6) months, unless that other posting has a financial gain to the employee.

12.06 Probationary Period

- (a) The successful applicant shall be placed on probation in a new position for a period of three hundred and fifty (350) hours or four (4) months whichever comes first. Such employee shall become permanent after the probationary period. If at any time the Employer feels that the employee is not suitable for the position, they may be required to return to their former position. Similarly, if the employee involved feels that they are not suitable for the position, they may exercise their right to return to their former position within the probation period.
- (b) In the event an employee returns, or is returned, to their former position, the employee will return without any loss of seniority or wages. Any other employee displaced by the return of this employee to their former position shall also be returned to their previous position. Any other candidate to the original posting will then be considered.
- (c) Until the vacancy is filled via the above manner, the Employer may fill the position from within the bargaining unit, as it deems appropriate.

12.07 Notices of such appointments shall also be posted.

The Union will be supplied a copy of each posting.

12.08 Postings while on Vacation or Leave

When an employee will be absent on vacation, and/or a leave of absence, the employee may advise their manager, in writing, and no more than seven (7) days prior to beginning the vacation, that they wish to be considered for any potential job posting which may arise during their vacation. The written notice must specify the job or position for which the employee wishes to be considered. If such a job or position then arises during the employee's vacation, the written notice will be considered an application. The written notice is only valid during the vacation period immediately following its delivery to the manager.

12.09 New Classification

When a new classification is established by the Employer within the bargaining unit or would fall under this scope of this collective agreement, the Employer shall determine the rate of pay for such new classification, provide the job description, and notify the Local Union within seven (7) days prior to posting such position.

If the Local Union challenges the rate, it shall have the right to request a meeting with the Home to endeavor to negotiate a mutually satisfactory rate. Such a request will be made within ten (10) days after the receipt of notice from the Employer of such new classification and rate.

Any change mutually agreed to resulting from such meeting shall be retroactive to the date that notice of the new rate was given by the Employer. If the parties are unable to agree, the dispute concerning the new rate may be submitted to arbitration as provided in the Agreement within fifteen (15) days of such meeting.

The decision of the Board of Arbitration (or arbitrator as the case may be) shall be based on the relationship established by comparison with the 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 representation with respect to the appropriate rate of pay. The Employer will provide the new job description at least ten (10) days prior to the change taking effect.

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 13 – LAY OFFS AND RECALLS

13.01 Lay offs and Recall Procedure

Both parties recognize that job security should increase in proportion to length and quality of service. Therefore, in the event of a layoff, employees shall be laid off in reverse order in accordance with Article 11 - Seniority; however, the Employer **shall** retain sufficient employees in each classification in order to continue to provide satisfactory care for residents of the Home. Employees shall be recalled in the order of their seniority, providing they are qualified to do the work.

13.02 Layoffs, under the provisions of this Collective Agreement shall include the reduction of daily or biweekly hours of any full-time or part-time employee's regular scheduled hours of work.

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

13.03 Notice of Lay Off

In the event of a proposed lay off of a temporary and/or permanent and/or long-term nature of thirteen (13) calendar weeks or more, the Employer will:

- (a) Provide the Union with at least thirty (30) days'-notice, **or more where possible**, prior to its implementation. This notice is not in addition to required notice for individual employees.
- (b) Provide affected employees with notice in accordance with the Employment Standards Act.
- (c) Meet with the Union through the Labour Management committee to review the reasons and expected duration of the lay-off, any realignment of service or staff and its effect on employees in the bargaining unit.

Any agreement between the Employer and the Union resulting from the above process concerning the method, timing and implementation will take precedence over other terms of lay-off and related provisions in this Collective Agreement.

13.04 Layoff Procedure

- (a) In the event of layoff, the Employer shall lay off employees in reverse order of seniority within their classification, provided that there remain on the job employees who are qualified and able to meet the normal requirements of the job.
- (b) An employee who is subject to lay-off shall have the right to either:
 - i) Accept the lay off; or
 - ii) Displace an employee who has:
 - less bargaining unit seniority in a lower or identical paying classification; and
 - who has scheduled hours less than or equal to the employee being laid off; and
 - if the employee originally subject to lay off is qualified for and can perform the duties without training other than orientation.
 - iii) An employee who wishes to exercise their right to displace another employee with less seniority shall advise the Employer within five **(5)** days of receiving the notice (excluding Saturday, Sunday, vacations and Statutory Holidays) of the date of the notice of layoff issued by the Employer.
 - iv) For the purpose of the operation of clause (b) ii), laid off part-time employees shall not have the right to displace full-time employees.
 - v) In the event that an employee is laid off from the full-time bargaining unit and provided that no other full-time bargaining unit positions are available for which the employee is qualified and able to perform, the full-time bargaining unit employee shall then be allowed to displace a part-time bargaining unit employee with less seniority provided that the employee is qualified and able to do the work available.

- 13.05 (a) An employee shall have the opportunity of recall from a layoff to an available opening, in order of seniority, provided they have the requisite skill, qualifications, experience, and the immediate ability to perform the

requirements of the position including qualifications required by law to perform the work, and provided such opening is first posted under the job posting procedure and has not been filled and the Employer still intends to fill the position.

- (b) 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 unsuitable to perform the work available.
- (c) It is the responsibility of the employee who has been laid off to notify the Employer of their intention to return to work within three (3) calendar days after being notified to do so by registered mail, (which notification shall be deemed to have been received on the second date of mailing) and return to work within seven (7) calendar days after being notified. The notification shall state the job to which the employee is eligible to be recalled and the date and time at which the employee shall report for work.
- (d) Full time employee on layoff or notice of layoff shall be given preference for temporary vacancies, which are expected to exceed twenty (20) days of work. An employee who has been recalled to such temporary vacancy shall not be required to accept such recall and may instead remain on layoff. This provision supersedes the job posting provision. **Employees who had been subject to a layoff shall continue to receive benefits as outlined in Article 21, for the end of the month following the month the layoff took place.**

ARTICLE 14 – HOURS OF WORK

14.01 Normal Hours of Work

- (a) The normal hours of work for full time employees, shall be eight (8) hours per day, inclusive of an unpaid thirty (30) minute meal break. The normal days per week shall be five (5) days per week with a week being the period from Sunday to Saturday.
- (b) In no instance will any employee be required to work more than five (5) consecutive days without receiving their day off, unless otherwise mutually agreed.

14.02 Days Off

Days off shall be planned in such a way as to distribute free weekends as equally as possible. A full-time employee shall receive one weekend off in every two-week period, which shall include Saturday and Sunday. For purposes of greater clarity, a shift shall be deemed to belong to the day of the week on which it commences.

14.03 Working Schedule

The hours of work of each employee shall be posted in the staff room at least one (1) week in advance of the 4-week schedule beginning. The schedule will be posted in ink and will not be changed without the consent of the employee involved. The Union shall receive a copy of the said schedules **upon** request.

There shall be no split shifts unless mutually agreed.

14.04 Rest Period

- a) all employees are entitled to a 15 minute break during their shift of 5 hours.
- b) All employees are entitled to 2 15 minute breaks during their shift of 7 hours or more.
- c) All employees who work more than 5 hours are also entitled to a 30 minute unpaid meal period.

14.05 Reporting Pay

Employees who report for any scheduled shift will be guaranteed at least three (3) hours of work, or if no work is available, will be paid 3 hours at their regular straight time hourly rate of pay except when work is not available due to conditions beyond control of the home. The reporting allowance outlined as therein shall not apply whenever an employee has received prior notice not to report for work.

14.06 Shift Exchanges

Employees may be permitted to exchange days off, or shifts with other employees by submitting the request in writing to the affected employee's manager and with their manager's approval. Such request shall be submitted in advance of the shift exchange, and permission will not be unreasonably withheld. The Employer has no obligation for any premium payment or any non-compliance arising out of any such exchange. Where a shift involves a shift differential (if any), such premium shall be paid to the employee working the affected shift.

14.07 Standard/Daylight/Savings Time

At the time of change from Standard Time to Daylight Savings Time or Daylight Savings Time to Standard Time, employees shall be paid for the hours they worked at their straight time hourly rate of pay for all such hours worked.

ARTICLE 15 - OVERTIME

15.01 Overtime Defined

Employees shall receive wages at the rate of one and one-half (1.5) times the regular rate for all time in excess of seven and one-half (7.5) hours per shift and for all time in excess of seventy-five (75) hours in a bi-weekly pay period. Overtime shall not apply if it is as a result of a requested shift change or switch requested. All overtime must be approved by the General Manager or designate. Failure to obtain approval will result in straight time payment for any hours worked. If possible, such approval should be obtained by the employee prior to working the overtime.

The RPN, would be the designate after normal business hours and on the weekend, but must update the on-call manager of any issues.

15.02 No Lay Off to Compensate for Overtime

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

15.03 Distribution of Overtime

Overtime shall be given in order of seniority to the employees who are willing and qualified to perform the work that is available.

Should there be an error in the assignment of overtime, the affected employee will be given the next overtime opportunity.

15.04 Minimum Call-back Time

Full-Time employees who are called back to work after leaving the Retirement home will be guaranteed at least three (3) hours of work, and will be paid at least three (3) hours at time and one half (1.5) their hourly rate of pay.

Part-Time employees will be paid straight time if they have not worked seven and one half hours (7 ½) in that day.

15.05 No Duplicating or Pyramiding of Overtime

Overtime premiums will not be duplicated nor pyramided nor shall the same hours worked be counted as part of the normal workweek or as hours worked for which the overtime premium is paid.

ARTICLE 16 – HOLIDAYS

16.01 The following Holiday Pay provisions apply to all employees:

List of Holidays

The Employer recognizes the following as paid holidays:

New Year's Day	Canada Day (July 1 st)
Family Day	Civic Holiday
Labour Day	Good Friday
Thanksgiving Day	Christmas Day
Victoria Day	Boxing Day

16.02 Holiday Qualifications

In order to be entitled to receive payment for these holidays, the employee must work their scheduled working day immediately preceding and the working day following the holiday or must work their entire shift on the public holiday if they were required to work that day, unless the employee can show that they were absent due to illness.

16.03 Payment for Holidays

Employees eligible for holiday pay shall be paid at straight time for the holidays referred to above. Employees shall receive holiday pay calculated pursuant to the Employment Standards Act 2000.

An employee who qualifies for holiday pay and works on the holiday will receive pay at the rate of time and one-half (1 ½) the employee's regular rate for the work performed on such holiday in addition to the employee's holiday pay.

16.04 Holidays for Days Off

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

Employees may take lieu time off during the period within two (2) months following the holiday, at a time mutually agreed.

16.05 Christmas or New Year's Off

The holiday schedule shall provide that every employee shall be scheduled off work for two (2) consecutive days at either Christmas or New Years alternating from year to year. To accommodate this, scheduling rules may be suspended.

ARTICLE 17 – VACATIONS

17.01 Length of Vacation

Employees shall receive an annual vacation with pay based on the previous calendar year's weekly hours as a full-time employee:

a) **Full-time**

After one (1) year of service	Ten (10) working days
After four (4) years of service	Fifteen (15) working days
After eight (8) years of service	Twenty (20) working days

b) **Part-time**

Less than one (1) year of service	4% of gross earnings
One (1) year of service	4% of gross earnings
Four (4) years of service	6% of gross earnings
Eight (8) years of service	8% of gross earnings

Part-time employees may request a vacation period of ten (10) days (unpaid leave of absence).

All vacation pay shall be paid to part-time employee on the first pay of June and first pay of December each year.

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 on Termination

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

17.04 Preference in Vacations

Vacations shall be granted first on the basis of seniority.

17.05 Vacation Schedules

Deadlines for submitting vacation requests shall be as follows:

For vacations falling in June, July and August, vacation requests must be made no later than March 15th. The vacation schedule for this period shall be posted no later than May 15th.

For vacations falling between September and May, vacation requests will be made no later than May 15. The vacation schedule for this period shall be posted no later than July 15th

Any vacation requests submitted after the deadlines will be considered on a first come first serve basis.

Vacation schedules shall not be changed unless mutually agreed to by the affected employee and the Employer.

The granting of vacations will be subject to operational demands, and the Employer may need to limit the number of employees off at any one time.

17.06 Unbroken Vacation Period

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

One week of vacation can be used for individual days, although no more than three (3) days taken during peak vacation periods (March break July, August, December 15 to January 15)

Individual days will be approved after full weeks of vacation are approved.

17.07 Illness During Vacation

Sick leave may be substituted for vacation where it can be established by the employee that an illness or accident occurred while on vacation.

It is understood that the Employee will reschedule vacation for vacation time interrupted by a serious illness occurring during their scheduled vacation. Such request to reschedule shall not be unreasonably denied.

ARTICLE 18 – SICK LEAVE PROVISIONS

18.01 An employee may be required to provide a doctor's certificate confirming their fitness to return to work and certifying that the employee was unable to carry out their duties due to illness. If there is a cost to the employee for the medical

certificate, the Employer will pay up to twenty dollars (\$20) for the certificate upon receipt.

18.02 Notification to Employer

An employee who is unable to report for duty on their scheduled shift shall notify the Employer of this fact at least three (3) hours in advance of the commencement of their scheduled shift; provided that this requirement shall be waived by the Employer where the employee was unable to give such notice due to circumstances beyond their control.

ARTICLE 19 – LEAVE OF ABSENCE

19.01 General Leave

The Employer may grant leave of absence without pay and without loss of seniority to any employee having one (1) year of service or more, requesting such leave of absence for valid personal reasons. Such request shall be submitted in writing as soon as the need for such leave becomes known to the employee. Approval shall be at the sole discretion of the Employer, having regard for the reason for the requested leave and the staffing requirements of the Employer. The leave shall not exceed one (1) month in length. Employees on approved leave of absence shall not engage in any gainful employment without permission of the Employer.

19.02 Leave for Union Function

Upon notification to the Employer, an employee elected or appointed to represent the Union at Union functions shall be allowed a leave of absence with pay and benefits and without loss of seniority. The Union shall reimburse the Employer for receipt of such pay and related costs.

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

An employee who is elected or selected for a full-time position with the Union, shall be granted leave of absence without pay or benefits and without loss of seniority for up to one (1) year.

19.04 Bereavement Leave

- a) In the event of the death of an employee's wife, husband, son or daughter, stepchild or grandchild the employee will be granted a leave up to a maximum of five (5) consecutive calendar days without loss of pay commencing with the date of death.
- b) In the event of the death of an employee's mother, father, step parent, brother, sister, step brother, step sister mother-in-law, father-in-law, son-

in-law, daughter-in-law, brother-in-law, sister-in-law, grandparent, of the employee will be granted a leave of up to three (3) consecutive calendar days without loss of pay commencing with the date of death.

- c) **In the event of the death of an employee's niece, nephew, aunt or uncle, the employee will be granted a leave of up to one (1) consecutive calendar day without loss of pay.**
- d) Where it is necessary because of circumstances, the employee will be provided with additional unpaid leave.

The Employer reserves the right to require proof in any of the foregoing circumstances.

19.05 Pregnancy and Parental Leave

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

19.06 Jury or Court Witness Duty

Time spent by an employee required to serve as a court witness, for the Employer and at the request of the Employer, in a matter arising out of their employment shall be considered as time worked and shall be paid at the appropriate rate of pay.

An employee required to serve as a juror or who has been subpoenaed as a witness to court in which the Crown is a party, will receive the difference between their jury or witness allowance and their regular pay for the lost time while serving in one of these capacities. The subpoena or jury notice will be presented to the Employer for confirmation of such leave. The employee must also provide proof of attendance and compensation received.

Pay shall be only for those days on which the employee was scheduled to work, and the Employer is not required compensate an employee for such service beyond two (2) weeks from the first day of attendance at court.

Time spent in jury duty will be as if it was time worked for the purpose of seniority.

19.07 Education Leave

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

ARTICLE 20 - PAYMENT OF WAGES AND ALLOWANCES

There will be no pyramiding of overtime, premium payments, benefits or any other payments.

20.01 Shift Premium

The Employer agrees to pay a shift premium of **twenty-five (0.25)** cents to employees for each hour worked between the hours of 11:00 p.m. and 7:00 a.m.

20.02 Pay Days

The Employer agrees that wages will be paid bi-weekly on every second Friday.

On each payday each employee shall be provided with an itemized statement of their wages, overtime and other supplementary pay and deductions. The employee's hourly rate is to be placed on the cheque stub.

If an employee is under paid, the following applies:

If the amount of the error is equal to or greater than the employee's normal gross wages for a day of work, the Employer will provide the adjustment payment promptly. The objective is, and the Employer will endeavour, to deliver the payment within three (3) business days of the error being brought to the Employer's attention, where such error is the fault of the Employer. In like manner, an employee will reimburse the Employer where the error is an overpayment to the employee, and where such reimbursement has not occurred by the next pay, the Employer may deduct such overpayment from the employee's wages. If repayment causes undue hardship to the affected employee, the parties will discuss an alternative repayment plan.

Errors for lesser amounts will normally be corrected on the next pay.

20.03 Equal Pay for Equal Work

The principle of equal pay for equal work shall apply, regardless of gender.

20.04 Pay during Temporary Transfers

When the Employer temporarily assigns the employee to a higher paying position, and where such assignment is for a period of greater than four (4) hours, the employee shall receive the rate for the job that is higher than, but most closely matches their own. When an employee is temporarily assigned to a lower paying position than their own, their rate shall not be reduced.

20.05 Payment for In-Service

The Employer agrees to pay employees who are required by the Employer to attend mandatory in-services sessions at their straight time hourly rate for all hours in attendance at such sessions. Such payment shall not be subject to the overtime provisions of the Collective Agreement.

20.06 Uniform Allowance/Shoe

The Employer shall specify the Uniform to be worn.

All non-probationary full-time bargaining unit employees shall receive a uniform allowance of **\$180.00** per year towards the purchase of uniforms as designated by the Employer.

All non-probationary part-time bargaining unit employees shall receive a uniform allowance of **\$100.00** per year towards the purchase of uniforms as designated by the Employer.

Payment for uniform allowance shall be made twice per calendar year in January and July for the six (6) month periods coinciding with the pay periods ending around December 31st and June 30th. **Payment for the uniform allowance shall be paid on a separate cheque with no extra deductions.**

20.07 Unregulated Care Provider (UCP)

An Unregulated Care Provider (UCP) is an employee who has been specially trained and is assigned to administer medication. Employees so assigned to work in the capacity of a UCP shall be paid a premium of one dollar (1.00) per hour worked.

20.08 A Preceptor Premium at one dollar (\$1.00) per hour will be paid for all hours that an employee has been assigned preceptor duties for students. An employee must agree to be a student preceptor prior to the employer assigning the student.

For clarity, it is understood that the Preceptor's role is to use leadership skills and instruction skills to facilitate the student in obtaining valuable learning experience(s) and in providing constructive feedback about the students' performance.

ARTICLE 21 – EMPLOYEE BENEFITS

21.01 Master Policy

The Union shall be provided with a current copy of the Master policy of all insured benefits. For permanent full-time employees the Employer will continue

to pay their portion of the benefits and the employees will continue to pay their portion (no more than 25%) through bi-weekly deductions.

See schedule B

21.02 Change of Carriers

It is understood that the Employer may at any time substitute another carrier for any plan, provided the benefits remain the same. Before making such a substitution, the Employer shall notify the Union to explain the proposed change.

21.03 Life Insurance and AD & D

For permanent full-time employees the Employer agrees to pay one hundred percent (100%) of the billed premiums for each employee who has completed their probationary period for life insurance and Accidental Death and Dismemberment (AD & D) policy coverage equal to two (2x) times an employee's annual earnings for the most recently completed calendar year.

21.04 Payment for Licenses

The Employer will pay the full cost of the full-time RPN license, and a prorate for part-time employees when receipt has been received. RPNs will have to be employed by the employer for 1 year to receive payment for the license.

Payment for the licences shall be paid on a separate cheque with no extra deductions. Employer will not be responsible for any late fee(s)/penalty(ies) incurred by RPN for late payment of license fee.

21.05 Employee Assistance Program

Within ninety (90) calendar days of ratification of this Collective Agreement, the Employer will implement an EAP. The provider of the EAP will be selected by the Employer. The full cost of EAP coverage is to be paid by the Employer.

21.06 NHRIPP (PENSION):

Ninety (90) calendar days following ratification the following Article shall apply.

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

.01 "Plan" is defined as the Nursing Homes and Related Industries Pension Plan, being a multi-employer plan.

“Applicable Wages” is defined as all remuneration payable to an Eligible Employee, except severance or termination pay paid as a lump sum, employment insurance top ups and maternity or parental leaves top ups, regardless of whether the Eligible Employee performed work during the period in question.

“Eligible Employee” is defined as all Employees in the bargaining unit who have worked for the Employer for at least 975 hours, and who are not prohibited from contributing to the Plan by legislation or the Plan rules because of their age or because they are in receipt of a pension from the Plan.

- .02 Each Eligible Employee covered by this collective agreement shall contribute from each pay period an amount equal to one percent (1%) of Applicable Wages to the Plan. The employer shall contribute on behalf of each Eligible Employee for each pay period, an amount equal to one percent (1%) of Applicable Wages to Plan.**

Notwithstanding the foregoing, where an error has been made in deduction, the Employer shall, upon request, make full payment on any outstanding Employer contributions irrespective of whether the Employee pays the matching amount.

The parties agree that this Article in no way prejudices the position of either party as it relates to the retroactivity application if an error is discovered.

The Employer shall contribute on behalf of all employees who would be Eligible Employees but for their age or their receipt of a pension from the Plan one percent (1%) of Applicable Wages to a fund of the employee’s choice.

- .03 The Employee and Employer contributions shall be remitted to the Plan within thirty (30) days after the end of the calendar month in which the pay periods end for which the contributions are attributable.**
- .04 The Union acknowledges and agrees that other than making its contributions to the Plan as set out in this Article, the Employer shall not be obligated to contribute towards the cost of benefits provided by the Plan, or be responsible for providing any such benefits.**

The Union and the Employer acknowledge and agree that under current pension legislation, and/or regulations, the Employer has no requirement to fund any deficit of the Plan, but is required to contribute only that

amount as required by the collective agreement in force between the parties.

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

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

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

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

- (i) To be Provided Once Only at Plan Commencement**
 - (a) Date of Hire**
 - (b) Date of Birth**
 - (c) Date of First Contribution**
 - (d) Seniority List include hours from date of hire to Employer's Fund Entry date (for purposes of calculating past service credit)**

- (ii) To be Provided with Each Remittance**
 - (a) Name**
 - (b) Social Insurance Number**
 - (c) Monthly Remittance**
 - (d) Pensionable Earnings**
 - (e) Year to Date Contributions**
 - (f) Employer portion of arrears owing due to error, or late enrolment by the Employer**

- (iii) To be Provided Once and if Status Changes**
 - (a) Full Address as provided to the Employer**
 - (b) Termination date where applicable (MM/DD/YY)**
 - (c) Gender**
 - (d) Marital Status**
 - (iv) To be Provided Annually but no later than December 1st**

- (a) **Current complete address listing**
- (b) **Details of all absences of members from the workplace due to an injury for which the member received Workplace Safety and Insurance Board benefits**

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

- .06 The Employer acknowledges and agrees that, in addition to action which the Union may take to enforce the obligations of the Employer under this Article, the Trustees of the Plan may take action as well. The Employer agrees that if it is delinquent in remitting the Employee portion of contributions to the Plan or in making its own contributions, the Trustees may require the Employer to pay in addition to such contributions, interest on the overdue contributions and payment of liquidated damages. These payments may be required in recognition of administrative costs, inconvenience and loss of use of the contributions of the Plan arising from late contributions to the Plan.**

ARTICLE 22 – TECHNOLOGICAL CHANGES

22.01 Technological and Other Changes

The Employer will notify the Union at least thirty (30) days in advance of any technological or other change, which the Employer plans to introduce which will significantly change the status of the employees within the bargaining unit. The Employer agrees to meet and discuss with the Union the impact of the technological or other change on the Employer, its employees and the residents.

ARTICLE 23 – GENERAL CONDITIONS

23.01 Bulletin Board

The Employer shall provide a bulletin board which shall be placed so that all employees will have access to it and upon which the Union shall have the right to post notices of regular meetings, special meetings, seminars or Union activities.

Proper Conditions

Accommodations as pursuant to the Occupational Health and Safety Act, as amended from time to time, shall be provided.

23.02 Copies of Agreement

The Union and the Employer desire every employee to be familiar with the provisions of this Agreement and their rights and duties under it. It is agreed that the Union will prepare the Collective Agreement for signing within sixty (60) days of receiving the arbitration award or written notice of ratification and shall subsequently arrange to print sufficient copies within thirty (30) calendar days from the date it receives the signed copy of the Collective Agreement. The Union and the Employer shall share the cost of printing equally.

23.03 Plural or Feminine Terms May Apply

Whenever masculine is used in this Agreement, it shall be considered as if the feminine has been used and vice versa, where the context of the party or parties thereto so requires.

ARTICLE 24 - RETROACTIVITY

24.01 Increases to the salary schedule shall be retroactive to the expiry of the Collective Agreement.

The Employer will endeavour to provide all retroactivity within thirty (30) days of the Interest Arbitration Award and/or receiving written notice of ratification. If the retroactive pay is not paid within forty-five (45) days then thereafter interest will be paid.

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

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

ARTICLE 25 – TERMINATION

25.01 This Agreement shall continue in full force and effect up to and including April 30th, 2028. Unless either party notified the other in writing not less than thirty (30) days and not more than ninety (90) days prior to the expiration of this Agreement that it desires to amend this Agreement, this Agreement will continue to remain in effect from year to year.

25.02 Change in Agreement

Any changes deemed necessary in this Agreement may be made by mutual agreement at any time during the existence of this Agreement.

Dated at Windsor this 27th day of February, 2026.

FOR THE EMPLOYER

Annette Morris
Annette Morris (Feb 27, 2026 13:42 '3 EST)

JP Karam
JP Karam (Feb 27, 2026 14:22:08 EST)

FOR THE UNION

James S. Jovanovic
James S. Jovanovic (Feb 9, 2026 16:01:29 EST)

Lindsay Simpson
Lindsay Simpson (Feb 10, 2026 15:48:36 EST)

Mike Gagnier
Mike Gagnier (Feb 17, 2026 19:13:04 EST)

Spencer Harrison
Spencer Harrison (Feb 19, 2026 12:27:23 EST)

J. Smith

SCHEDULE "A"

		Current	Adjustment upon Ratification	Yr 1 3.5% May 25	Yr 2 3.5% May 26	Yr 3 3.5% May 27
PSW	Start	\$19.38	\$21.89	\$22.66	\$23.45	\$24.27
RPN	Start	\$29.58		\$30.62	\$31.69	\$32.80
Server	Start	\$17.75		\$18.37	\$19.01	\$19.70
Receptionist	Start	\$17.75		\$18.37	\$19.01	\$19.70
Food Services Supervisor	Start	\$20.00		\$20.70	\$21.42	\$22.17
	After 500 Hours	\$22.00		\$22.77	\$23.57	\$24.39
	After 1750 hours	\$23.10		\$23.90	\$24.75	\$25.61
Cook	Start	\$17.75		\$18.37	\$19.01	\$19.70
	After 500 Hours	\$19.17		\$19.84	\$20.54	\$21.25
	After 1750 hours	\$20.11		\$20.81	\$21.54	\$22.29
Dining Room Supervisor	Start	\$19.00		\$19.67	\$20.35	\$21.07
	After 500 Hours	\$20.90		\$21.63	\$22.39	\$23.17
	After 1750 hours	\$21.94		\$22.71	\$23.50	\$24.33
Housekeeping	Start	\$17.75		\$18.37	\$19.01	\$19.70
	After 1750 hours	\$18.29		\$18.93	\$19.59	\$20.28
Life Enrichment Aide	Start	\$17.95	\$19.26	\$19.93	\$20.63	\$21.35
	After 500 Hours	\$19.53	\$20.96	\$21.69	\$22.45	\$23.24
	After 1750 hours	\$20.40	\$21.89	\$22.66	\$23.45	\$24.27

LETTER OF UNDERSTANDING

between

Seacliff Manor

and

The Canadian Union of Public Employees and its Local 2974-03

RE: Workplace Discrimination and Harassment Policy

The parties acknowledge the importance of maintaining a safe, respectful, and inclusive workplace free from discrimination and harassment.

Accordingly, the parties hereby agree that within ninety (90) days following the ratification of the Collective Agreement, the Employer will:

- (a) Review and revise its Workplace Discrimination and Harassment Policy (the "Policy"); and
- (b) Present the updated Policy to its Joint Health and Safety Committee ("JHSC") for review.

The parties further agree that the Policy will be reviewed by the Employer on an annual basis thereafter in consultation with the JHSC.

This Letter of Understanding will form part of the Collective Agreement.