

**COLLECTIVE AGREEMENT**

**BETWEEN:**

**NIAGARA INA GRAFTON GAGE VILLAGE**

**AND:**

**CANADIAN UNION OF PUBLIC EMPLOYEES  
AND ITS LOCAL 1263**

**OCTOBER 1, 2025 TO SEPTEMBER 30, 2028**

TABLE OF CONTENTS

Page

<b>ARTICLE 1 - PURPOSE.....</b>	<b>1</b>
<b>ARTICLE 2 - RECOGNITION .....</b>	<b>1</b>
<b>ARTICLE 3 - DEFINITION OF EMPLOYEES.....</b>	<b>2</b>
<b>ARTICLE 4 - UNION MEMBERSHIP .....</b>	<b>2</b>
<b>ARTICLE 5 - MANAGEMENT'S RIGHTS.....</b>	<b>2</b>
<b>ARTICLE 6 - CHECK OFF OF UNION DUES.....</b>	<b>3</b>
<b>ARTICLE 7 - THE EMPLOYER AND THE UNION SHALL ACQUAINT NEW EMPLOYEES.....</b>	<b>3</b>
<b>ARTICLE 8 - CORRESPONDENCE .....</b>	<b>3</b>
<b>ARTICLE 9 - NO DISCRIMINATION.....</b>	<b>3</b>
<b>ARTICLE 10 - GRIEVANCE PROCEDURE .....</b>	<b>4</b>
<b>ARTICLE 11 - ARBITRATION.....</b>	<b>6</b>
<b>ARTICLE 12 – COACHING, DISCHARGE AND DISCIPLINE .....</b>	<b>7</b>
<b>ARTICLE 13 - UNION COMMITTEE AND STEWARDS .....</b>	<b>8</b>
<b>ARTICLE 14 - LABOUR MANAGEMENT RELATIONS .....</b>	<b>8</b>
<b>ARTICLE 15 - NO STRIKES OR LOCKOUTS.....</b>	<b>9</b>
<b>ARTICLE 16 - SENIORITY.....</b>	<b>10</b>
<b>ARTICLE 17 - TRANSFERS BETWEEN PART-TIME AND FULL-TIME POSITIONS .....</b>	<b>10</b>
<b>ARTICLE 18 - LOSS OF SENIORITY .....</b>	<b>11</b>
<b>ARTICLE 19 - PROMOTION AND STAFF CHANGES .....</b>	<b>11</b>
<b>ARTICLE 20 - LAYOFFS AND RECALLS .....</b>	<b>14</b>
<b>ARTICLE 21 - HOURS OF WORK.....</b>	<b>16</b>
<b>ARTICLE 22 - SHIFT PREMIUMS.....</b>	<b>18</b>
<b>ARTICLE 23 - OVERTIME .....</b>	<b>19</b>
<b>ARTICLE 24 - CALL-IN.....</b>	<b>19</b>
<b>ARTICLE 25 - TRANSPORTATION.....</b>	<b>20</b>
<b>ARTICLE 26 - PAID HOLIDAYS .....</b>	<b>20</b>
<b>ARTICLE 27 - VACATIONS.....</b>	<b>21</b>
<b>ARTICLE 28 - PERSONAL LEAVES OF ABSENCE.....</b>	<b>23</b>
<b>ARTICLE 29 - SICK LEAVE .....</b>	<b>27</b>
<b>ARTICLE 30 - HEALTH AND WELFARE BENEFITS.....</b>	<b>27</b>
<b>ARTICLE 31 - GENERAL.....</b>	<b>29</b>

**TABLE OF CONTENTS**

**Page**

**ARTICLE 32 - NOTICES ..... 30**

**ARTICLE 33 - TECHNOLOGICAL CHANGES ..... 30**

**ARTICLE 34 - JOB CLASSIFICATIONS ..... 31**

**ARTICLE 35 - HEALTH AND SAFETY ..... 31**

**ARTICLE 36 – PAYMENT OF WAGES AND ALLOWANCES..... 32**

**ARTICLE 37 - RETROACTIVITY..... 32**

**ARTICLE 38 - COPIES OF AGREEMENT ..... 33**

**ARTICLE 39 - TERMS OF THE AGREEMENT ..... 33**

**SCHEDULE “A” – WAGES ..... 34**

## ARTICLE 1 - PURPOSE

- 1.01 The general purpose of this Agreement is to provide for and maintain mutually satisfactory relations between the Employer and the employees concerned and to provide machinery for the prompt and equitable disposition of working conditions, hours of work and wages for all employees who are subject to the provisions of this Agreement.

## ARTICLE 2 - RECOGNITION

- 2.01 The Employer recognizes the Union as the bargaining agent for and this Collective Agreement shall apply to all employees of Niagara Ina Grafton Gage Village in The Regional Municipality of Niagara, Ontario, save and except administrators, office staff, supervisors and persons above the rank of supervisor.
- 2.02 The Employer agrees that students will not in any way displace other employees nor will they be retained in or granted work or overtime in preference to other employees who normally perform the work.
- 2.03 Persons (paid or unpaid) who 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 or in emergencies when regular employees are not available and provided that the performing of the aforementioned operations in itself does not reduce the hours of work or pay of any employee.

The use of unpaid personnel shall not result in the layoff or reduction in scheduled hours of any member of the bargaining unit.

- 2.04 No employee shall be required or permitted to make any written or verbal agreement with the Employer or the Union or their respective representatives which conflict with the terms of this Collective Agreement.
- 2.05 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. It is agreed that landscaping and grass cutting and snow removal is not work now normally performed by members of the bargaining unit. Snow removal is not work now normally performed by members of the bargaining unit except in emergency situations to maximize resident and staff safety.
- 2.06 No full time position shall be eliminated by reason of the duties being assigned to one or more part-time employees.
- 2.07 No employee shall be required to find replacements for absent workers or perform any other related managerial duties except in an emergency situation or when no managerial supervisor is present at the facility/home.

### ARTICLE 3 - DEFINITION OF EMPLOYEES

- 3.01 (a) Full-time employees are those employees who regularly work twenty-two and one half (22 ½) hours or more per week.
- (b) Part-time employees are those employees who are regularly scheduled to work less than twenty-two and one half (22 ½) hours per week or those employees who are called in to work due to the absence of a regular employee.
- (c) Part time zero hour employees are those employees who do not have a regularly scheduled hours, but who are called in to work due to the absence of a regular employee.
- (d) Part time zero hour employees must work a minimum of thirty (30) hours per month, which includes one weekend per month, if offered, to retain their position.

### ARTICLE 4 - UNION MEMBERSHIP

- 4.01 All employees of the Employer, as a condition of continuing employment, shall become and remain members in good standing of the Union according to the Constitution and Bylaws of the Union. All future employees of the Employer as a condition of continued employment, become and remain members in good standing in the Union within thirty (30) calendar days of employment with the Employer for the full time employees, and within thirty (30) worked days for part-time and part-time zero hour employees.

### ARTICLE 5 - MANAGEMENT'S RIGHTS

- 5.01 The Union acknowledges that it is the exclusive right and function of the Employer to hire, promote, demote, classify, transfer and suspend any employee, and it is also the right of the Employer to maintain order and to discipline or discharge any employee for just cause.
- 5.02 The Employer has the right to make and alter from time to time rules and regulations to be observed by the employees provided that no changes in such rules and regulations shall be made by the Employer, without prior notice to and discussion with the Union.
- 5.03 The rights and responsibilities of the Employer as set out in this Article shall be exercised in a fair and just manner and in accordance with this Collective Agreement.

## ARTICLE 6 - CHECK OFF OF UNION DUES

- 6.01 The Employer shall deduct from every employee any dues, initiations or assessments as are uniformly levied, in accordance with the Union Constitution and/or Bylaws, and owing by them to the Union.
- 6.02 Deductions shall be made from each pay and shall be forwarded to the Secretary-Treasurer of the Union not later than the 15<sup>th</sup> day of the month following, accompanied by a duplicate list of the names and addresses and phone numbers of all employees from these wages the deductions has been made.

## ARTICLE 7 - THE EMPLOYER AND THE UNION SHALL ACQUAINT NEW EMPLOYEES

- 7.01 The Employer agrees to acquaint new employees with the fact that a Union agreement is in effect.
- 7.02 On commencing employment or within a reasonable time thereafter, the employees immediate supervisor shall introduce the new employee to their Union Steward or representative and Health and Safety Representative.
- 7.03 A representative of the Union shall be given an opportunity to meet each new employee within regular working hours, without loss of pay, for a maximum of thirty (30) minutes during the first month of employment for the purpose of acquainting the new employee with the benefits and duties of Union membership and their responsibilities and obligations to the Union. The representative may, at this time, provide the new employee with a copy of the Collective Agreement.

## ARTICLE 8 - CORRESPONDENCE

- 8.01 All correspondence between the parties, arising out of the agreement or incidental thereto, shall pass to and from the Director or their designated representative and CUPE Local 1263's Office.

## ARTICLE 9 - NO DISCRIMINATION

- 9.01 The Employer and the Union agree that there shall be no discrimination, interference, restriction or coercion exercised or practiced with respect to any employee in the matters of race, creed, colour, sex, sexual orientation, age, national origin, political or religious affiliation or marital status, place of residence, nor by reason of their membership or activity in the Union or that of any dependent of the employee. The parties agree to abide by the Ontario Human Rights Code and Bill 168.

## ARTICLE 10 - GRIEVANCE PROCEDURE

10.01 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 first given their Manager or designate the opportunity of adjusting the complaint.

A claim by an employee that they have been unjustly disciplined shall be treated as a Grievance if a written statement of such Grievance is lodged with the Chief Executive Officer or designate. Discharge or suspension disciplines shall be dealt with at Step 1 of the Grievance procedure.

### 10.02 Formal Complaint

An employee shall take up any complaint directly with their department manager or designate within five (5) days of the event upon which the complaint originated. The department manager shall give their reply in writing within five (5) days.

The department manager shall arrange for the presence of their steward. Should an employee refuse Union representation, the Employer will have the employee sign a waiver release and provide a copy of the waiver release to the Union, should the Union request said copy. The Union will provide the Employer with waiver release forms.

Failing satisfactory settlement, the grievance procedure herein shall apply.

10.03 All Grievances submitted shall be written on the appropriate union Grievance forms, and submitted during regular office hours, on a regular working day.

The Grievance shall identify the nature of the Grievance and the remedy sought and should identify the provisions of the Collective Agreement which are alleged to have been violated.

### 10.04 Step 1

Within five (5) days following the decision under 10.02 or ten (10) days for suspension or discharge the Employee/Union may submit the written Grievance to the Chief Executive Officer or Designate.

The Chief Executive Officer or designate shall schedule a meeting with the Vice President - Private Homes or designate and **the Union Representative involved** within seven (7) days of receipt of the Grievance to hear the Grievance. The Grievor and the CUPE National Representative shall have the right to attend this Step 1 meeting.

The decision of the Chief Executive Officer or their designate shall be given to the Union, in writing, within five (5) days following this meeting.

Should the Chief Executive Officer or their designate fail to render their decision as required in Step 1, or failing settlement at Step 1, the Grievance may be referred to Arbitration within fifteen (15) days of receipt of the Chief Executive Officer or their designates decision in accordance with Article 11.

#### 10.05 Mediation

Either party may apply for the assistance of a Grievance Mediation Officer. The cost of the services of a Mediation Officer shall be jointly shared by both parties.

If no settlement is reached in mediation the time limits to apply for arbitration will commence the day after the mediation meeting.

#### 10.06 Group or Policy Grievances

Within ten (10) days of the event upon which the Grievance is based, the Employer or the Union may submit a Grievance in writing to the other alleging the violation of a term of this Agreement. Such Grievance shall set out the facts of the section or sections of the Agreement claimed to be violated or relied upon and the matter shall be dealt with in accordance with Article 10.04 (Step 2) and the balance of the Grievance procedure. No Grievance shall be submitted by the Union under this Article 10.06 unless it involves more than one (1) employee, or unless it is a matter regarding which the Employer has established a written policy.

10.07 When more than one (1) employee has a common Grievance, a single Grievance shall be presented as provided in Article 10.04 (Step 2) and shall set out names of the employees to whom it applies.

10.08 At any stage of the Grievance procedure, including Arbitration, the conferring parties may have the assistance of the employees or employee concerned and any necessary witnesses and all reasonable arrangements will be made to permit the conferring parties to have access to the home and to view disputed operations and to confer with necessary witnesses.

10.09 The Employer shall have the right to file a Grievance as contemplated by the Ontario Labour Relations Act and the procedure shall be as follows:

Step 1: The Employer on behalf of management shall lodge the Grievance with the President of the Local within seven (7) days of occurrence giving rise to the Grievance. Within ten (10) days of receipt of the Grievance, the President of the Local and two other elected or appointed officers of the Union shall meet with the Employer to discuss the Grievance. Within ten (10) days after the said meeting, the President of the Local shall deliver to the Employer the Union's answer to the Grievance.

Step 2: If the Employer is not satisfied with the disposition of the Grievance by the Union Grievance Committee, the matter shall be submitted to Arbitration which event procedure as set forth in Article 11 shall apply.

10.10 The time limits fixed in both the Grievance and Arbitration procedure may be extended by the consent of both parties.

10.11 In this Article, the word “days” shall not include Saturdays, Sundays or paid holidays.

#### ARTICLE 11 - ARBITRATION

11.01 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.

11.02 When either party requests that a Grievance be submitted to Arbitration, the request shall be in writing addressed to the other party to this Agreement and shall contain a formal statement of the subject of the Grievance and the name of the first party's nominee to the Board of Arbitration. The recipient of the notice shall within ten (10) days thereafter designate its nominee to the Board of Arbitration. The two (2) so nominated shall endeavor within ten (10) days after appointment of the second of them to agree upon a third person as Chairperson within ten (10) days after the appointment of the second of them, then either party may request the Office of Arbitration, Ontario Minister of Labour, to make the appropriate appointment.

11.03 No person may be appointed as an Arbitrator who has been involved in an attempt to negotiate or settle the particular Grievance concerned.

11.04 Each of the parties shall pay its own expenses including pay for witnesses and the expenses of its own Arbitrator and one half of the expenses and fees of the Chairperson.

11.05 The Board of Arbitration shall have no power to alter, add to, subtract from, modify or amend this Agreement in order to give any decision inconsistent with it. The decision of the majority of the members of the Board of Arbitration shall be the decision of the Board, but if there is no majority the decision of the Chairperson shall govern.

11.06 All agreements reached under the Grievance and Arbitration procedures between the Employer and its representatives and the Union and its representatives will be final and binding upon the Employer, the Union and the employee(s) involved.

11.07 At any stage of the Grievance procedure, including Arbitration the parties may have the assistance of the employee or employees concerned as a witness.

11.08 No matter may be submitted to Arbitration which has not been properly carried through all requisite steps of the Grievance procedure, unless by mutual agreement.

## ARTICLE 12 – COACHING, DISCHARGE AND DISCIPLINE

12.01 The Parties agree that coaching and counseling letters are non-disciplinary however, may form part of an employee's record. It is agreed that if an employee requests union representation a steward may be present at the meeting. Such request will not delay the meeting. The union reserves the right to grieve in keeping with Article 10.01 as to the facts contained in the letter but not the issuance of the letter. It is understood that any coaching and counseling letters shall be removed from an employee's record after a period of twelve months (12) in which they have not received any coaching or counseling notation. That a copy of all coaching/counseling letters will be forwarded to the Union Office, **the Union Representative involved** and Employee.

12.02 In a manner indicating that a verbal warning, written warning a discharge or suspension may follow, the Unit Officer or a Steward must be present at any meeting between the employee and the Employer at which these matters are discussed. The Employer shall, within five (5) days thereafter, given written particulars of such action to the employee with copies to the Vice President - Private Homes and **Union Representative involved**.

Such written statement shall contain the details of the incident(s) complained of and all other facts upon which the action is based.

The employee shall have the right to refuse to have Union representation during discipline meeting with the Employer. The employee will be required to sign a waiver to the effect that they have been offered Union representation and have refused to be represented.

12.03 Within five (5) working days of a Grievance being filed, the Chief Executive Officer shall schedule a meeting date with the Grievor, **Union Representative involved** and the Vice President - Private Homes, and shall reply to the Grievance within five (5) working days of the meeting. If the claim is not settled to the satisfaction of the Union, the Grievance shall be dealt with at Arbitration (Article 11).

12.04 When disciplinary action is considered necessary by the Employer, such as a verbal warning, written warning, suspension or discharge, a copy of such discipline will be forwarded to the Vice President – Private Homes and the **Union Representative involved** immediately.

12.05 Any disciplinary action or warning in writing shall be removed from an employee's record after a period of one (1) year.

In cases of harassment or resident abuse related discipline, discipline shall remain on file for a period of twenty-four (24) months.

12.06 In this Article the word "days" shall not include Saturday, Sunday or paid holidays.

12.07 Upon 48 hours written notice to the Manager an employee shall have the right to make an appointment to have access to and review their personnel docket in the presence of the Manager, and a Union Representative if they so desire. The employee agrees to sign a waiver allowing a Union Representative to be present when viewing their file.

ARTICLE 13 - UNION COMMITTEE AND STEWARDS

13.01 No individual employee or group of employees shall undertake to represent the Union at meetings with the Employer without proper authorization of the Union. In order that this may be carried out, the Employer will recognize:

- (a) A Bargaining Committee of five (5) employees, which shall consist of the President and the Vice President - Private Homes of the Local, and the Unit Officer from the Facility, or their representatives and two (2) employees as elected or selected by the Union. Such Committee shall be for the purposes of renewing and/or amending the Collective Agreement.
- (b) A Grievance Committee shall consist of the President, Vice President - Private Homes or their designate(s), Unit Officer or Steward involved and Grievor(s).
- (c) The Union shall have the right at any time to have the assistance of representatives of the Canadian Union of Public Employees when dealing or negotiating with the Employer.

13.02 Stewards shall be elected or appointed by the Union and recognized by the Employer on the following basis:

Niagara Ina Grafton Gage Village

Unit Officer	1
Stewards	3

Plus one additional steward for each additional Facility/Home with staffing levels above 10 employees.

13.03 The Union shall notify the Employer in writing of the name of each Steward and the Department(s) they represent, before the Employer shall be required to recognize them.

ARTICLE 14 - LABOUR MANAGEMENT RELATIONS

14.01 (a) Meetings between the Employer and the Union shall be held at a time mutually agreeable to both parties, however, such meeting dates will be scheduled within seven (7) calendar days after the request has been given.

- (b) A statement outlining the matters for discussion, which will include workload issues, will be submitted by each party not less than two (2) working days prior to the time of the schedule meetings, except in the case of an emergency.

14.02 The Employer agrees that Stewards, Grievance Committee members and other Union Officers shall not be hindered, coerced, restrained or interfered with in any way in the performance of their duties while investigating disputes and presenting adjustments as provided in this Article.

It is understood that a Steward, Grievance Committee members and other Union Officials have their regular work to perform on behalf of the Employer and will not leave their work without obtaining permission from their Manager or designate, which shall not be unreasonably withheld, and shall explain the reason for their absence. Upon resuming their regular work, they will report to their immediate supervisor.

The Union agrees that employees will not be hindered, coerced or restrained by any Union Representative when reporting incidents, which relate to the well being of residents or other staff persons.

14.03 In consideration of this understanding, the Employer will compensate these employees for time spent in handling such business at their regular rate of pay during scheduled working hours.

14.04 The Employer will compensate such employees for time spent in negotiating meetings with the Employer during regular scheduled working hours up to and including conciliation.

14.05 The Employer will compensate a member of the Grievance Committee or an employee required to attend a Grievance meeting with the Employer's representative or other meetings regarding labour/management relations for their regularly scheduled work time spent in attending such meetings to the extent that they will suffer no loss of earnings.

14.06 The Employer shall make available to the Union and Unit Officer, on request, information required regarding job descriptions or positions in the bargaining unit, job classifications, wage rates, pensions and welfare plans.

14.07 Before any changes are made to job descriptions/classifications, or positions in the bargaining unit, there will be prior notice and discussion with the union.

#### ARTICLE 15 - NO STRIKES OR LOCKOUTS

15.01 The parties agree that there will be no strikes or lockouts during the term of this Agreement. A "strike" or "lockout" shall be defined in the Ontario Labour Relations Act.

## ARTICLE 16 - SENIORITY

- 16.01 Master seniority lists will be posted monthly on the Union bulletin boards with copies to the Local Office in April and October of each year.
- 16.02 The seniority date of full time will be based on date of hire, part time seniority shall be accrued on the basis of all actual hours paid and shall be shown on a separate list.
- 16.03 Seniority shall be used in determining priority for promotions, transfers, demotions, layoffs and recalls and shall operate on a bargaining unit wide basis.
- 16.04 Probation Period

Newly hired employees shall be considered on a probationary basis for a period of ninety (90) calendar days of employment from the date of hire for full time employees, or four hundred fifty (450) hours paid from the date of hire for part-time employees.

Notwithstanding the above, the probationary period for RN's and RPN's shall be for a period of four (4) months of employment from the date of hire for full time employees, or six (6) hundred hours paid from the date of hire for part time employees.

During the probationary period employees shall be entitled to all rights and privileges of this Agreement except with respect to discharges. The employment of such employee may be terminated at any time during the probationary period without recourse to the Grievance procedure unless the Union claims discrimination as noted in Article 9 as the basis of termination.

After completion of the probationary period, seniority shall be effective from the original date of employment. The Employer will notify the Union if a probationary employee is discharged.

- 16.05 **Employees on any approved Employment Standards Act leave** will be credited hours paid using the following calculation:

Total number of hours paid during past 12 weeks divided by 12 = average number of hours per week.

## ARTICLE 17 - TRANSFERS BETWEEN PART-TIME AND FULL-TIME POSITIONS

For the purpose of placement on the seniority lists, the following provisions shall apply:

- 17.01 When an employee transfers from full-time to part-time or part-time zero hour, they shall be transferred to the part-time seniority list by taking, years from date of hire x 1950 hours = hours paid.

When an employee transfers from part-time to full-time or part-time zero hour, they shall be transferred to the full-time seniority list by taking hours paid divided by 1950 hours = seniority date.

17.02 For the purposes of vacation scheduling, layoffs, recalls, promotion and transfers, a part-time or part-time zero hour employee, when seniority is being compared with a full-time employee, shall have their seniority date recalculated to full-time seniority in accordance with Article 17.

#### ARTICLE 18 - LOSS OF SENIORITY

18.01 An employee shall not lose seniority rights if they are absent from work because of sickness, accident, layoff or leave of absence approved by the Employer. An employee shall only lose seniority in the event:

- (a) They are discharged for just cause and is not reinstated.
- (b) they resign or retire.
- (c) they are absent from work in excess of three (3) working days without just cause or without notifying the Employer unless such notice was not reasonably possible.
- (d) they overstay a leave of absence without satisfactory reason.
- (e) they fail 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.
- (f) they are laid off for a period longer than eighteen (18) months.

It shall be the responsibility of the employee to keep the Employer informed of their current address.

#### ARTICLE 19 - PROMOTION AND STAFF CHANGES

19.01 Short periods of absenteeism of up to two (2) months duration need not be posted and shall be filled by employees who are scheduled less than thirty-seven and one half (37½) hours per week, on a rotating basis, in accordance with seniority.

When a vacancy occurs or a new position is created, the Employer shall notify the Union in writing and post notice of the position **in a manner that is accessible to all union staff** for a minimum of seven (7) calendar days in order that all members will know about the position and be able to make written application therefore.

If an absence is anticipated to be over two (2) months duration such as arise because of extended illness or accident, Pregnancy Leave, WSIB Compensation, leaves of absence, shall be posted and filled in accordance with Article 19 of this Agreement. Such posting shall clearly state that this is a temporary position and any employee who is selected for such position shall be returned to their former position with the Employer upon completion of the period of absence.

A part-time or part-time zero hour employee who is the successful applicant for a temporary full time position shall retain their status as a part-time or part-time zero hour employee during such temporary posting.

After eighteen (18) months such temporary vacancy shall be posted as a regular position and filled in accordance with Article 19 of this Agreement.

19.02 Such notice shall contain the following information: nature of the position; expected duration (in the case of a temporary posting); qualifications required; specified hours (except for 0-45 hours bi-weekly posting); wage rate or salary range; and current scheduled shift rotation. These qualifications may not be established in an arbitrary or discriminatory manner.

19.03 No outside advertisement for additional employees within the bargaining unit shall be made until present employees have had a full opportunity to apply. Applications for posted vacancies are to be made in writing in the prescribed form. Such application must be completed in full.

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

Therefore in making staff changes, transfers or promotions, the Employer shall appoint the senior applicant able to meet the normal requirements of the job.

Part time zero hour employees who are called in to work due to the absence of a regular employee, must work a minimum of thirty (30) hours per month, which includes one weekend per month, if offered, to be a qualified applicant.

19.05 The Employer shall post the name of the successful applicant of each vacancy and forward both posting and name of successful applicant to the Union Office. Upon request, all unsuccessful applicants within two (2) days of the job postings being filled will receive a written letter outlining the reasons that they were not chosen for the position.

19.06 Appointments from within the bargaining unit shall be made within seven (7) calendar days of the date that the posting closes. The successful applicant shall commence work within twenty (20) calendar days of being declared the successful applicant.

19.07 (a) Employees will not be permitted to apply for job postings or any subsequent vacancies for a period of three (3) months, unless otherwise mutually agreed or an opportunity arises which allows the employee to move from a part-time position to a full-time position, or from a temporary position to a permanent

position, or post into a position with a higher number of hours or into a higher paying classification.

**(b) An employee who accepts a temporary job posting shall remain in the temporary position until the temporary position ends or for at least three (3) months, whichever comes first, after which the employee can exercise any rights, they have to obtain another position, including return to their former permanent position, and with a second exception that the employee shall vacate the temporary position earlier if the employee is accepting a permanent posting.**

19.08 For transfers to positions with a different job title, the successful applicant shall be responsible to ensure they are trained on the safe operating practices for the department in which they are transferring to, on the employees scheduled work time, prior to their first scheduled shift.

19.09 For transfers to positions with a different job title, the successful applicant has a trial period of thirty (30) calendar days. During the aforementioned trial period, if the Employer finds the successful applicant unsatisfactory or if the employee finds themselves unable to perform the duties of the new job, they shall be returned to their former position without loss of seniority and wage or salary. The Employer shall post the vacancy.

19.10 Trial Period

During the said trial period the vacancy created by the successful applicant will not necessarily be posted. If and when the successful applicant proves satisfactory, the posting of the vacancy created by their transfer shall be posted for seven (7) working days.

19.11 The Union Office and Unit Officer shall be notified of all appointments, hirings, layoffs, transfers, recalls and terminations of employment within fifteen (15) days of their occurrence.

19.12 An employee who has been incapacitated at their work by injury or compensable occupational disease, or who through advancing years or temporary disablement is unable to perform their regular duties, will be given preference in employment in other work they can do if such work is available. Such employee may not displace an employee with more seniority.

19.13 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 a period of not more than twelve (12) months. If such an employee returns to the bargaining unit they shall return to their permanent position, if their permanent position no longer exists they shall be given their rights under Article 20.

19.14 When the Employer decides to withdraw or postpone the filling of a vacancy, the Union Office and the Unit Officer will be notified as to the reasons in writing.

- 19.15 (a) In this Article, vacancies shall mean those of a long-term nature, such as arise through resignations/terminations; new jobs; extended illness; leaves of absence, over two (2) months.
- (b) In vacancies of two (2) months or less, which the Employer intends to fill, the Employer shall appoint a qualified person from within the Department according to seniority.

## ARTICLE 20 - LAYOFFS AND RECALLS

- 20.01 (a) Both parties to recognize that job security should increase in proportion to length of service.
- (b) Definition of Layoff (applicable to a regularly scheduled employee)
- ┌ Reduction of standard weekly hours of work
  - ┌ Increase in standard weekly hours of work
  - ┌ Reduction of hourly rate (e.g. \$11.00 to \$10.50)
  - ┌ Elimination of permanent position or redundancy
  - ┌ Displaced from permanent position due to the exercise of seniority

### 20.02 Notice of Layoff

In the event of a proposed layoff of a permanent or long term nature, the Employer will:

- (a) Provide the Union with no less than 6 weeks plus a day written notice of the proposed layoff, and;

Provide to the affected employee(s) a minimum of six (6) weeks written notice of layoff or pay in lieu therefore;

Where a proposed layoff results in the subsequent displacement of any members of the bargaining unit, the original notice to the Union shall be considered notice of any subsequent layoff.

- (b) Meet with the Union to identify and provide the reasons for the layoff, contracted out work information and vacant position or positions about to become vacant, the changes in service the Employer will provide after the layoff and to mutually agree upon the method of implementation including the areas of cut back and employees to be laid off.
- (c) Identify the retraining needs of workers and facilitate such training for workers who are or would otherwise be laid off where funding is available.

Any dispute relating to the foregoing procedure may be filed as a Grievance commencing at Step 2.

20.03 When layoffs are necessary, employees shall be laid off in the following order:

- (a) probationary employees
- (b) other employees in the reverse order of their seniority

An employee in receipt of notice of layoff may:

- (i) opt to retire, if eligible under the Terms of the Nursing Homes and Related Pension Plan and the terms of this Agreement.
- (ii) displace another employee who has lesser bargaining unit seniority, if the employee originally subject to layoff has the ability to meet the normal requirements of the job. An employee so displaced shall be deemed to have been laid off and shall be entitled to notice in accordance with Article 20.

An employee who chooses to exercise the right to displace another employee with lesser seniority, shall advise the Employer of their intent to bump in writing within seven (7) days after receiving the Notice of Layoff.

An Employee who is in receipt of "Lay-Off" notice and is not in the work place due to WSIB, LTD, Pregnancy or Parental Leave, or an approved Leave of Absence, shall exercise their rights to displace another employee seven (7) working days prior to their return to work.

20.04 A trial or probationary period does not exist for employees who have bumped into a position. If the employee is unable to continue their placement in the bumped position within fifteen (15) days of placement, then the employee can choose to exercise their right in regard of layoff as set out in this Collective Agreement.

An employee recalled to work in a different classification from which they were laid off, shall have the privilege of returning to the position they held prior to the layoff should it become vacant within six (6) months of being recalled. Employees who have been on the recall list for eighteen (18) months, shall be notified of the date of the expiry of their recall rights.

Employees who have been laid off as defined in Article 20.01 shall have the right to apply for job postings in accordance with Article 19 and shall be considered an internal candidate

Employees who are on layoff and recall, and who have had a reduction in hours, shall receive any extra shifts that will bring their hours up to the number of guaranteed hours they had prior to being laid off.

Part-time staff, who are not regularly scheduled to work, will receive replacement hours in order of their seniority only after employees who are on layoff have received their hours first.

In determining the ability of an employee to perform the work for the purposes of the paragraphs above, the Employer shall not act in an arbitrary or unfair manner.

No new employee shall be hired until all those laid off have been given an opportunity to return to work and have failed to do so, in accordance with the loss of seniority provision or have been found unable to perform the work available.

The Employer shall notify the employee of recall opportunity by registered mail, addressed to the last address on the record with the Employer. Such notification shall be deemed to be received on the fourth day following the date of mailing. 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 to work. The employee is solely responsible for their proper address being on record with the Employer and through written notification of their availability for recall to work.

20.05 In order that the operations of the Union will not become disorganized when layoffs are being made, the President, Vice-President - Regional Homes, Vice President - Private Homes, Recording Secretary, Secretary-Treasurer, Unit Officer, Membership Officer and other department stewards who are employees of the Employer, shall be the last persons laid off during their term of office, so long as full time work which they are qualified to perform, at their own or at a lower wage level is available.

20.06 For all employees who are enrolled in the respective Benefit Plan at the time of layoff, the Employer agrees to pay its share of premiums for group insurance plans for the three (3) months following the layoff.

The employee may if possible under the terms and conditions of premiums pay the cost of a benefit or benefits for up to twelve (12) months following the end of the third month in which the layoff occurs.

Such payment can be made through the payroll office of the Employer provided that the employee informs the Employer of their intent to do so at the time of the layoff and arranges with the Employer the appropriate payment schedule.

20.07 Grievances concerning layoffs due to a reduction in the workforce shall be initiated at Step 2 of the Grievance procedure.

#### ARTICLE 21 - HOURS OF WORK

21.01 New employees (RN/RPN) shall receive five (5) working shifts of orientation and all other new employees shall receive three (3) shifts of orientation at the starting rate of pay. During this orientation employees shall be an "extra" in addition to the regular number of employees. Employees shall receive orientation of the shifts for which they are hired to work, with at least one (1) shift on the day shift.

21.02 (i) The regular work day shall consist of seven and one half (7 ½) hours exclusive of one half (1/2) hour meal period.

- (ii) The regular work week shall not be more than thirty-seven and one half (37 ½) hours.
- (iii) No employee shall work more than five (5) consecutive days except upon their request.
- (iv) No shift will be less than four (4) hours duration.
- (v) An employee reporting to work on their regular shift shall be paid at their regular rate of pay for a period worked with a minimum of four (4) hours pay.
- (vi) Employees shall have a free weekend every second week or more often unless otherwise agreed. A weekend shall be defined as those shifts in which the majority of hours worked fall on a Saturday or Sunday. Notwithstanding the above, the Employer can post a part-time position with work on additional weekends, with the approval of the Union. Such approval shall not be unreasonably withheld. The Employer agrees this will not occur on a regular basis.
- (vii) Replacement hours will be distributed to employees scheduled to work less than thirty-seven and one half (37 ½) hours per week, on a rotating basis in accordance with seniority.

21.03 No employee shall be scheduled more than two (2) different shifts in one (1) work week without a break of at least twelve (12) hours, unless mutually agreed. Shift exchange are exempt from this clause.

21.04 Employees who wish to shift exchange shall submit a request as per the Employers policy.

21.05 A day measured on a midnight to midnight basis, during which the majority of the hours of a shift worked, shall determine the calendar day to which that shift shall belong.

**For the purpose of scheduling, a midnight shift shall belong to the day that the shift begins.**

21.06 (a) All scheduled shifts for all departments shall be posted four (4) full weeks in advance. Such schedules will show the employee's regular days of work, together with regular assigned time off. Once the schedule has been posted, there will be no rearrangement of said schedule without twenty-four (24) hours notice to the employee involved, except in case of emergency or unless someone is returning after an illness.

(b) No employee shall be required to work a split shift.

21.07 (a) A day shift shall be a shift in which the majority of scheduled hours fall between 8.00 a.m. and 4.00 p.m.

(b) An afternoon shift shall be a shift in which the majority of the scheduled hours fall between 4.00 p.m. and 12.00 midnight.

(c) A night shift shall be one in which the majority of the scheduled hours fall between 12.00 a.m. and 8.00 a.m.

21.08 (a) There shall be one (1) fifteen (15) minute rest period with pay during each half shift at times designated by the Employer. Employees shall be allowed to take their full fifteen (15) minutes uninterrupted except in cases of emergency.

Employees on short shifts of four (4) hours shall have one (1) fifteen minute rest period with pay during such shifts at times designated by the Employer.

(b) Employees shall have one (1) fifteen minute rest period with pay and shall be granted a minimum of one half (1/2) hour unpaid lunch period for each shift of five (5) hours or more duration.

(c) An employee who works more than two (2) hours of overtime after completion of their regular shift shall be provided with a free meal.

21.09 The increase or reduction in the duration of a shift as a result of changes in daylight saving and standard times will not result in the increase or reduction of normal pay for such shift.

21.10 Where the employer requires an employee to take training courses, the hours spent doing the training will be paid at straight time. It is understood that computers will be provided for employees that do not have access to a home computer.

## ARTICLE 22 - SHIFT PREMIUMS

22.01 Employees shall receive an additional compensation per hour for working the **evening** shift and night shift as defined under Article 21 (Hours of Work). Shift premiums shall apply in calculating vacation pay and pension contributions. Shift premiums shall not apply when overtime rates are being applied.

**a) The evening premium is \$0.75.**

**b) The night premium is \$0.95.**

22.02 All employees working weekends as defined in Article 21.02 (vi) shall be paid as follows for all hours worked on that shift:

**a) The weekend premium is \$0.60.**

22.03 Preceptor Premium Pay

Registered Nurse and Registered Practical Nurse shall receive **seventy cents**

**(\$0.70)** per hour for the supervised practice experience programs through the College of Nurses of Ontario and Ontario Health.

#### ARTICLE 23 - OVERTIME

23.01 In any calendar week, if an employee works on their first regularly scheduled day off, they shall be paid at the rate of time and one half (1.5); and if works on their second regularly scheduled day off, they shall be paid at the rate of double (2 x) their regular rate of pay.

Overtime rate shall not apply to part-time or part-time zero hour employees who work on their regularly scheduled day off except for hours worked in excess of the normal seven and one half (7 ½) hour shift or in excess of thirty-seven and one half (37 ½) hours in any calendar week.

Work, authorized by a Manager, in excess of regularly scheduled work hours on a daily or calendar week basis will be counted as overtime work and will be paid for at the rate of time and one half the employee's regular rate of pay. In lieu of such payment, an employee may choose to receive time off at the overtime rate, such time off shall be taken at a mutually agreeable time.

No overtime shall be paid to an employee who works in excess of their regularly scheduled work hours in a one (1) calendar week period or on a regularly scheduled day off as a result of an exchange of a shift between two (2) employees for reason of personal convenience.

23.02 Opportunities for overtime work shall be distributed by the Employer on a rotating basis in accordance with the seniority of the employees in the classification who normally perform the work involved.

23.03 Employees shall not be required to lay off during regular hours to equalize any overtime work.

There shall be no pyramiding of overtime premiums under the terms of this Agreement.

#### ARTICLE 24 - CALL-IN

24.01 An employee who is unable to report to work shall give the Employer a minimum of four (4) hours notice, except in a case of extenuating circumstances.

24.02 An employee who is off work due to illness or injury for a short term must inform the Employer six (6) hours in advance of their scheduled shift that they will return to work that day. In case of a long-term absence, the employee must inform the Employer twenty-four (24) hours in advance of their scheduled shift that they will return to work.

“Short-term” absence in this Article shall mean more than one (1) day and less than five (5) days.

24.03 **Available shifts** shall be distributed to employees scheduled to work less than thirty-seven and one half (37.5) hours per week, **in order of seniority, on a rotational basis.**

**Rotational basis shall mean that shift offer call-ins will commence with the most senior employee. For each subsequent offer, the rotation shall resume with the next most senior employee following the last employee who accepted or declined the previous shift offer.**

Where there is a specific task in the maintenance department that would take more than one shift to complete, the employer can offer all of the available shifts necessary to complete the task to a single employee in accordance with the process above. (ex. Painting project).

For immediate call ins, meaning up to four (4) hours before commencing shift, the Employer will be allowed to move on to the next available employee on the call in **rotation** when no immediate response is received.

#### ARTICLE 25 - TRANSPORTATION

25.01 An employee shall be paid as per the approved corporate rate for authorized use of a personal vehicle on behalf of the Employer.

25.02 Employees shall not be required to transport residents.

#### ARTICLE 26 - PAID HOLIDAYS

26.01 The following days are paid holidays under this Agreement for full time employees at their regular rate of pay:

New Years Day, Family day, Good Friday, Easter Monday, Victoria Day, Canada Day, Civic Holiday, Labour Day, Thanksgiving Day, Christmas Day, Boxing Day and National Day for Truth and Reconciliation.

Part-time employees shall receive time and one half (1 ½) their regular rate for all hours worked on the paid holidays above.

And any other proclaimed as a holiday by the Federal, Provincial or Municipal Government.

26.02 An employee does not qualify for a paid holiday if the employee:

(a) is absent for all or part of the employee's normal shift immediately preceding or following the holiday, except where absence is due to illness or injury or the employee is on any approved absence.

(b) having agreed to work on a paid holiday and does not report to work.

26.03 If a full time employee is scheduled to work on a recognized holiday, they shall receive one (1) regular day's pay plus time and one half (1 ½) their regular rate for all hours worked on such a holiday, or a full time employee may elect to receive one (1) day off with pay in lieu thereof, to be scheduled by mutual agreement between the parties, plus time and one half (1 ½) per regular rate for the hours worked on such a holiday.

26.04 Full time employees shall be allowed to accumulate up to **six (6)** lieu days for use at a later time that is mutually agreeable. The manager must be notified that the statutory day will be accumulated fifteen (15) days prior to the day the statutory day falls on.

26.05 In the event that any paid holiday falls on a full time employee's day off or during vacation period, they shall receive an additional day off with pay or a day's pay in lieu thereof.

26.06 No employee shall receive sick pay and holiday pay for the same day.

26.07 If an employee receives a leave of absence during the time of qualifying days or statutory holidays, the employee shall be paid for the first such holiday that occurs within thirty (30) days from the commencement of the leave of absence.

26.08 Employees may be assigned to work either on Christmas Day or New Year's Day, but not on both of these holidays, unless the employee wishes to do so. Employees shall be scheduled to work either Christmas Day or New Year's Day on a rotating basis. Notwithstanding the above, in cases of dispute seniority shall rule.

26.09 Any employee working Christmas Eve, Christmas Day, Boxing Day, New Years Eve and New Years Day shall receive a complimentary meal while working their shift.

ARTICLE 27 - VACATIONS

27.01 (a) All employees shall be entitled to vacation according to the following schedule:

Years of Credited Service as of December 31 <sup>st</sup> of the Current Year	Vacation	Vacation Pay
Less than 1 year	1 day per month up to a maximum of 10 days	4%
1 year but less than 2 years	2 weeks	4%

2 years but less than 7 years	3 weeks	6%
7 years but less than 12 years	4 weeks	8%
12 years but less than 20 years	5 weeks	10%
20 years but less than 25 years	6 weeks	12%
25 years or more	7 weeks	14%
One (1) day for each year of service after thirty (30) years of service.		

- (b) Once a full-time employee has used/booked two (2) weeks vacation in no less than one (1) week increments, full-time employees will be free to book **three (3)** weeks of vacation day or days at a mutually agreeable time.
- (c) No time off will be given to an employee for vacation unless such employee has completed a minimum of six (6) calendar months of service.

During the period of December 5<sup>th</sup> through January 3<sup>rd</sup> one (1) employee in each classification may take vacation. Seniority shall be the deciding factor. An employee who has taken vacation during this period may not take their vacation during this period in the next year if another employee in that classification wishes to take their vacation in that period. Where a conflict arises that cannot be settled amicably, the dispute will be resolved by the Employer in consultation with the Stewards and the Union.

27.02 The date to determine the credited service date shall be the employee's hire date.

27.03 Full time vacation pay is calculated at the applicable percentage of the employees gross earning less vacation pay or the regular pay whichever is the greater.

Vacation pay for part time employees will be entitled in accordance with credited service with pay calculated at the appropriate percentage of vacation earning in the vacation year.

It is agreed that time accrued in any given year, an employee can only take the vacation time in the following year that has been accrued in the employees vacation bank.

Notwithstanding the above, it is understood that vacation will be pro-rated when an employee is on an unpaid leave of absence which includes unpaid sick days, maternity leave, emergency leave, personal leave days, and a change of classifications that result in a wage difference or changing from a full time position to a part time position and from a part time position to a full time position.

It is further agreed that if the Employers current practice of accrual year changes, no employee will be without vacation monies.

27.04 In the first week of January each year the Employer shall post a blank vacation schedule sheet. Between January and April 1<sup>st</sup> each employee shall have the right to indicate on this sheet the time during which they prefer to take their vacation.

During the week that includes July 1<sup>st</sup> to the week that includes Labour Day, an employee is entitled to book up to three (3) weeks of vacation, unless there are remaining weeks still available.

An employee who is entitled to more than three (3) weeks vacation may make a request to their manager for a longer vacation under special circumstances, such requests will not be unreasonably denied.

27.05 The completed vacation schedule shall be posted by May 1<sup>st</sup>. If there is conflict on the vacation schedule request, prior to posting the completed schedule, the Employer will meet with the employee to attempt to resolve the problem. If the dispute cannot be resolved, seniority will rule.

27.06 Once the complete vacation schedule is posted it cannot be altered or amended without the approval of the Employer and the affected employee(s).

27.07 Unused vacation may not be accumulated without the prior approval in writing from Human Resources. Such requests may only be for a maximum of one (1) weeks' unused vacation and must be taken by the first full pay period in March of the following year. Such request must be submitted to Human Resources by April 1<sup>st</sup> of the vacation year.

Notwithstanding the above, if an employee decides later in the year that their vacation needs to be utilized such request shall not be unreasonably withheld.

27.08 Where an employee qualifies for sick leave, bereavement or any other approved leave during their period of vacation, there shall be no deduction for vacation credits for such absence. By mutual agreement, the period of vacation so displaced shall either be added to the vacation period or be reinstated for use at a later date.

## ARTICLE 28 - PERSONAL LEAVES OF ABSENCE

28.01 Written request for a personal leave of absence without pay will be considered on an individual basis. Requests are to be submitted to **Human Resources**. Such requests are to be submitted at least four (4) weeks in advance, unless not reasonably possible to give such notice, and a written reply will be given within seven (7) days except in cases of emergency, in which case a reply will be given as soon as possible. Such leave shall not be unreasonably withheld.

28.02 Employees on Leave of Absence, Sick leave or WSIB Compensation will not engage in gainful employment elsewhere. An employee who violates this rule will forfeit all seniority rights and privileges and may be dismissed by the Employer.

### 28.03 Conventions and Conferences

Employees selected by the Union to attend conventions and conferences of the Union shall, where reasonably possible, be granted leaves of absence without pay for the same provided the Employer is given two (2) weeks notice in writing with a copy to the Chief Executive Officer and Manager. No more than three (3) employees may be absent at any one time. Such leaves without pay shall not total more than one hundred (100) working days, in one calendar year, excluding travelling time. The Employer will continue to pay the employee's salary and benefits and invoice the Union for same.

### 28.04 Union Leave

Upon receipt of reasonable notice the Employer shall grant leave of absence without pay and without loss of seniority and without further accumulation of seniority to only one (1) employee who is elected or selected for a full or part-time position with CUPE National, CUPE Ontario Division, The Ontario Federation of Labour or the Canadian Labour Congress for a period of up to two (2) years. The employee shall be entitled to return to their former position at the expiration of the period or to another position in accordance with their ability and seniority, if their former position is not available.

Where leave of absence has been granted under this Article to an employee who has been elected to the National Executive Council of the Canadian Labour Congress, such leave of absence shall be automatically renewed for the duration of the employee's term of office.

Seniority and sick leave credit status for such employee shall be established by the Employer at the time of expiry of the original two (2) year leave.

### 28.05 Federal or Provincial Office

When elected to Federal or Provincial office, the Employer will grant leave of absence without pay and without loss of further accumulation of seniority, for one (1) term of office. One (1) further extension of one (1) term may be granted on written application.

### 28.06 Elections

Employees shall be entitled to three (3) consecutive hours off for the purpose of voting in any Provincial or Municipal election and four (4) consecutive hours off for the purpose of voting in any Federal election or referendum, unless otherwise amended by statute. If the normal hours of employment do not permit this, such additional time shall be given at the convenience of the Employer as may be necessary to provide such three (3) or four (4) (Federal election) hours while the polls are open. The employee shall suffer no loss of pay for such absence.

### 28.07 Jury Duty

If an employee is required to serve as a juror in any court of law, or is required to

attend as a witness in any court proceeding, or is required by subpoena to attend a court of law or Coroner's Inquest, the employee shall not lose their regular pay because of such attendance provided that the employee:

- (a) Notifies the Employer immediately of the employee's notification that they will be required to attend at court.
- (b) Presents proof of service requiring the employee's attendance.
- (c) Deposits with the Employer the full amount of compensation received, excluding mileage, travelling and meal allowances, with the official receipts from the courts.

#### 28.08 Bereavement Leave

When death occurs in the family of a full-time or part-time employee, said employee shall be granted leave of absence with pay for attending the funeral, making necessary arrangements and for mourning.

Five (5) consecutive days for spouse, son, daughter, mother, father, sister, brother, grandchild, step parent and step child **or still birth**.

Three (3) consecutive days for guardian, mother-in-law, father-in-law, grandparents, grandparents-in-law, son-in-law, daughter-in-law, brother-in-law and sister-in-law.

One day for aunt, uncle niece and nephew.

An employee shall be paid for such of those days as are scheduled working days, additional travel time, where required, will be provided without pay.

Upon request, at least one day may be reserved for a "Celebration of Life" held at a later date.

#### 28.09 Pregnancy and Parental Leave

- (a) Pregnancy and Parental Leave will be provided for in accordance with the Employment Standards Act 2000.
- (b) An Employee who is on Pregnancy or Parental Leave who has applied for and is in receipt of Pregnancy or Parental Leave Benefits pursuant to the Employment Insurance Act, shall be paid a supplemental benefit by the Employer for a period not exceeding fifteen (15) weeks in the case of Pregnancy Leave and not exceeding ten (10) weeks in the case of Parental Leave. The supplement shall be equivalent to the difference between seventy percent (70%) of the Employee's normal weekly earnings and the sum of the Employee's Employment Insurance benefits and any other earnings. Receipt to the Employer of the Employee's Employment Insurance cheque stubs shall constitute proof that the Employee is in receipt of Employment Insurance Benefits.

- (c) The Employee's normal weekly earnings shall be determined by multiplying the Employee's regular hourly rate on their last day worked prior to the commencement of the Leave, times their normal weekly hours, plus any wage increase or salary increment that they would be entitled to receive if they were not on the Leave.
- (d) In addition to the foregoing, the Employer will pay the Employee their normal weekly earnings during the first two (2) week period of the Leave while waiting for Employment Insurance Benefits.
- (e) The employee does not have any vested right except to receive payments for the covered unemployment period. The plan provides that payment in respect of guaranteed annual remuneration or in respect of deferred remuneration or severance pay benefits are not reduced or increased by payments under the plan.
- (f) Credits for service and seniority shall accumulate while on Parental and/or Pregnancy Leave.
- (g) The Employer shall continue to pay its share of the contribution of the subsidized Employee Benefits including Pension in which the Employee is participating.
- (h) Subject to any changes to the employee's status which would have occurred had they not been on Pregnancy or Parental Leave, the employee shall be reinstated to their former duties, on the same shift in the same department at the same rate of pay.

28.10 Employees who wish to attend workshops, seminars, or courses on their own volition are encouraged to do so. If these courses interfere with the employee's work schedule, alternate arrangements, received in writing must be approved by the Manager. Such approval shall not be unreasonably denied.

The Employer will pay up to 100% (one hundred percent) of the cost of tuition and materials of a course, approved by Human Resources, subject to successful completion of said course and showing receipt for same.

28.11 An employee who wishes a leave of absence for a day without pay for personal reasons shall give 12 hours notice. Such a request will not be unreasonably withheld. Such leaves will be limited to no more than three (3) shifts per calendar year.

28.12 The employer agrees to grant full time employees one (1) float day off with pay to be taken on a day mutually agreed upon between the Employer and the Employee. **Part time employees who change status to permanent full time on or after March 31st shall be eligible for a prorated float day, calculated from the effective date of their status change.**

## ARTICLE 29 - SICK LEAVE

29.01 Pay for sick leave is for the sole purpose of protecting full time employees against loss of income when they are legitimately ill, disabled, quarantined by authority of a Medical Office of Health or because of an accident for which compensation is not payable under the Workplace Safety & Insurance Board Act.

- 29.02 (a) Employees shall be entitled to ten (10) sick days at the beginning of each year. Payment for sick days shall commence with the first day of sickness. Unused sick time shall be paid to the employee by cheque no later than December 15<sup>th</sup> of the same calendar year.
- (b) After probation sick days are accrued at one (1) day per month to a maximum of ten (10) days.
- (c) It is understood that a probationary employee, an employee off due to a non-WSIB illness or an employee on layoff will have their sick days prorated. The Employer will have the right to recoup any overpayment of sick days.

29.03 In the event of an absence exceeding four (4) working days the employee may be required to file a doctor's certificate providing such certificate is requested in advance. The Employer shall be responsible for the cost of such certificate.

An employee absent from work because of an injury that is compensable under the Worker's Compensation Act shall not lose any accumulated sick days.

## ARTICLE 30 - HEALTH AND WELFARE BENEFITS

30.01 Under Article 30 the Employer agrees to the following Health and Welfare Benefits and shall pay 100% of the premium costs for all full time employees as defined in Article 3 of this Collective Agreement.

- (a) Life Insurance - **\$45,000.00** per employee.
- (b) Accidental Death and Dismemberment - **\$45,000.00** per employee.
- (c) Extended Health Care Coverage - Manulife (or equivalent) - including **\$400.00** vision care; 10% deductible drug card.
- (d) Dental Plan - Manulife (or equivalent) - based on the current Dental Association Schedule of Fees for employee and family, inclusive of orthodontics, 50/50 co-insured with a lifetime maximum of \$2,000.00 per dependent child under the age of 19.
- (e) Long Term Disability Insurance - with 60% of earnings maximum of **\$3,000.00** per month per employee payable after 119 days until age 65.

- (f) Weekly Indemnity Plan - A benefit level of 66% of an employee's weekly income to the maximum weekly insurable earnings under the EI program payable from the first day of an accidental injury or the eighth day of a sickness for a maximum of seventeen (17) weeks.

30.02 Part-time employees and part time zero hour employees as defined in Article 3 of this Collective Agreement shall receive fourteen percent (14%) of their regular wage in lieu of the above Health and Welfare Benefits, Paid Holidays and Float Day.

### 30.03 WORKER'S SAFETY INSURANCE BOARD

- (a) The Employer agrees that there will be no reduction on any employment benefit due to hours absent because of occupational illness or injury which the WSIB determines has arisen out of or in the course of the employee's employment, including but not limited to seniority, pension credits, vacation pay or medical/dental coverage.
- (b) The Employer shall provide the Union with a copy of the Employer's report of injury or disease (Form 7) when submitting same to the Worker's Safety Insurance Board (WSIB) in order to give the Union an opportunity to discuss with the Employer any errors or omissions which may exist. The Employer agrees to provide any return to work plan or any other prescribed information and/or correspondence between the Employer and the WSIB regarding the employee's WSIB claim to both the Union and the injured worker.
- (c) In the event of a full-time employee's absence due to sickness or injury, said employee will be eligible to receive benefits under the Health and Welfare Benefit Plan, regardless of the cause of the sickness or injury. Benefit payments shall be reimbursed to the Employer's insurance plan if the employee secures Worker's Safety Insurance Board benefits.

### 30.04 PENSION PLAN

- (a) Commencing October 1, 2002, each eligible employee covered by this Collective Agreement shall contribute from each pay cheque an amount equal to five percent (5%) of their applicable wages to the Nursing Homes and Related Industries Pension Plan. The Employer shall match such contributions, the amount being five percent (5%) of applicable wages.
- (b) The definition of "applicable wages" for the purposes of determining contributions to the Plan shall be basic straight time wages for all hours worked including straight time holiday pay and vacation pay. All other payment of any nature are hereby excluded.
- (c) "Eligible Employees" shall mean all employees in the bargaining unit who have completed nine hundred and seventy five (975) hours of employment.
- (d) The Employer agrees to be bound by the Terms of the Agreement and Declaration of Trust for the Nursing Homes and Related Pension Plan dated

February 13, 1990 and the terms of the Pension Plan adopted by the Trustees, both amended from time to time.

### 30.05 GROUP INSURANCE

- (a) A person normally eligible for insurance coverage and on leave of absence due to illness or accident shall continue to be eligible for insurance for a period of one (1) month if employed less than three (3) years and for a period of two (2) months if employed for more than three (3) years.
- (b) The Employer shall make arrangements with the insurance company, that for all claims filed by an employee, the insurance company will issue a cheque directly to the employee's home address. The Employer shall be save harmless for all such payment made, however, the Employer will assist employees in the processing of their claims. After this, the employee will communicate directly with the insurance company regarding any queries about their claim.
- (c) An employee may make arrangements with the Employer for payment of Premium costs incurred while on leave. Such payment shall be made through the Payroll Office.

30.06 Upon signing of the Collective Agreement, the Employer will forward to the Union the full text of all welfare benefit contracts referred to in Article 30.

### ARTICLE 31 - GENERAL

31.01 Each employee shall advise **Human Resources** of their current mailing address and telephone number and will advise of changes, if any.

31.02 Kitchen staff shall be provided with aprons, free of charge if such aprons must be worn during work.

31.03 The Corporation 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 such other notices as may be of interest to the employees.

31.04 All provisions of this Agreement are subject to applicable laws now or hereafter in effect. If any law now existing or hereafter enacted, or proclaimed or regulation shall invalidate any portion of this Agreement, the remainder of the Agreement shall remain in full force and effect.

In the event of any amalgamation, annexation, merger or other corporate change affecting the Employer, the Ontario Labour Relations Act shall apply.

31.05 Proper accommodation shall be provided for employees to have their meals and keep and change their clothes according to Provincial Legislation.

## ARTICLE 32 - NOTICES

### 32.01 Notice to the parties shall be addressed to:

The Chief Executive Officer,  
Niagara Ina Grafton Gage **Village**  
413 Linwell Road,  
St. Catharines, ON L2M 7Y2

and

The President  
Canadian Union of Public Employees, Local 1263  
500 Major Street  
RR#1, Welland, ON L3B 6J2

with a copy to

The National Representative  
Canadian Union of Public Employees  
Niagara Area Office  
101-110A Hannover Drive  
St. Catharines, ON L2W 1A4

## ARTICLE 33 - TECHNOLOGICAL CHANGES

### 33.01 The Employer undertakes to notify the Union ninety (90) days in advance, as far as practicable, on any technological changes which the Employer has decided to introduce which will significantly change the wage rates or working conditions of the staff within the bargaining unit.

The Employer agrees to discuss with the Union the effect of such technological changes on the employment status of the staff and to consider practical ways and means of minimizing the adverse effect, if any, on the staff concerned.

In the event that the Employer introduces new methods or machines, which require new or greater skills than those possessed by employees under the existing methods of operation, on-the-job training or study courses will be arranged where practicable.

Staff who is subject to layoff due to technological change will be given notice of such layoff at the earliest reasonable time and in keeping with the requirements of the applicable legislation and the provisions of Article 20.02 will apply.

## ARTICLE 34 - JOB CLASSIFICATIONS

- 34.01 Employees shall be classified and paid in accordance with Schedule "A" attached hereto.
- 34.02 When a new classification is established by the Employer, the Employer shall determine the rate of pay for such new classification and notify the Local Union of the same. If the Local Union challenges the rate, it shall have the right to request a meeting with the Employer to endeavor to negotiate a mutually satisfactory rate. Such request will be made within ten (10) days after the receipt of notice from the Employer of such new occupational classification and rate. Any change mutually agreed to resulting from such meeting shall be retroactive to the date that notice of the new rate was given by the Employer. If the parties are unable to agree, the dispute concerning the new rate may be submitted to Arbitration as provided in the Collective Agreement within fifteen (15) days of such meeting. The decision of the Board of Arbitration shall be based on the relationship established by comparison with the rates for other classifications in the bargaining unit having regard to the requirements of such classification.

## ARTICLE 35 - HEALTH AND SAFETY

- 35.01 The Union and Employer shall co-operate in continuing and perfecting operations which will afford adequate protection for all employees and residents.
- 35.02 The Employer and the Union shall establish a Joint Health and Safety Committee in accordance with the provisions of the Ontario Occupational Health and Safety Act.
- 35.03 The Health and Safety Committee shall hold meetings as required and all unsafe, hazardous or dangerous conditions affecting staff and residents shall be taken up and dealt with at such meetings.
- Such meetings shall take place at regularly scheduled times except in cases of emergency. The frequency of these meetings is to be determined by the Committee.
- 35.04 Employees shall be responsible to ensure they are trained on the Safe Operating Practices for the department in which they are working.
- 35.05 Employees working in any unsanitary or dangerous jobs shall be supplied with all the necessary tools, safety equipment and protective clothing.
- 35.06 The Union shall be notified immediately of each accident or injury requiring a WSIB Report.

Upon request of the Union, the Health and Safety Committee shall investigate and report as soon as possible on the nature and cause of the accident or injury.

- 35.07 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 reduction from sick leave.
- 35.08 Transportation to the nearest physician or hospital for employees requiring medical care as a result of an accident shall be at the expense of the Employer.
- 35.09 It is agreed that staff will take medical examinations, Mantoux Tests and x-rays as required by Provincial regulations or at other times by mutual agreement between the Employer and the employee involved.
- 35.10 When a patient's behavior and/or condition is such that there is a potential hazard to the health and safety of an employee, the Employer shall meet with the Union in order to discuss procedures, level of staffing, etc., as is necessary to ensure that the employees can carry out their duties in a safe manner.

#### ARTICLE 36 – PAYMENT OF WAGES AND ALLOWANCES

- 36.01 Wages shall be paid on or before applicable Thursday, on a bi-weekly basis, not later than 12:00 noon, except when pay week falls on a week where Monday is a Public Holiday. In this case, wages would be paid on or before the Friday, not later than 12:00 noon. The Employer agrees to give the employee notice.
- 36.02 Pay cheque errors, which are a result of Corporate error, must be brought to the manager within forty-eight (48) hours of issuance. The employer will issue a cheque within forty-eight (48) hours from date of notification if the error is over \$40.00. If the error is under \$40.00, it will be corrected on the next pay cheque. If the employee does not notify the manager within forty-eight (48) hours of issuance, it will be corrected on the next pay cheque.
- If the error is in the employee's favour, the employer will issue a cheque within forty-eight (48) hours of notification.
- 36.03 When an employee temporarily substitutes in and performs the principle duties of a higher paying position, they receive the after 300 hours worked rate for the job. When an employee temporarily substitutes in a higher paying position for which a salary range has been established, they shall receive the after 300 hours worked rate. When an employee is assigned to a position paying a lower rate, their classified rate shall not be reduced until after sixty (60) consecutive working days.

#### ARTICLE 37 - RETROACTIVITY

- 37.01 All wages, shift premiums, shall be retroactive to effective date of this Agreement.

37.02 Retroactive payments shall be made on a separate cheque within one pay period of the Employer being notified of the acceptance of a Memorandum of Agreement. Payments shall be made to all employees and former employees who were employed by the Employer as of the effective date of this Agreement.

ARTICLE 38 - COPIES OF AGREEMENT

38.01 Both parties agree to pay 50% (Fifty Percent) of the cost of the Collective Agreement to be printed mutually satisfactory in form and supplied by the Union.

ARTICLE 39 - TERMS OF THE AGREEMENT

39.01 This Agreement shall be binding and remain in effect for a period of thirty-six (36) months from **October 1, 2025 to September 30, 2028** and shall continue from year to year thereafter unless either party gives to the other party notice in writing at least two (2) months prior to September 30 in any year that it desires termination or amendment.

Signed electronically this 13<sup>th</sup> day of March 2026.

FOR NIAGARA INA GRAFTON GAGE VILLAGE

FOR CUPE LOCAL 1263

*Claudia D'Jesus*  
Claudia D'Jesus (Mar 13, 2026 11:31:09 EDT)

*Linda D'Addario*  
Linda D'Addario (Mar 16, 2026 07:49:22 EDT)

*Jennifer Tirpko*  
Jennifer Tirpko (Mar 13, 2026 11:33:43 EDT)

*Cathy Pirson*  
Cathy Pirson (Mar 16, 2026 08:25:31 EDT)

*Kathy Robinson*  
Kathy Robinson (Mar 13, 2026 12:57:54 EDT)

*Michelle Gauthier*  
Michelle Gauthier (Mar 17, 2026 10:59:31 EDT)

*B. Munden*  
Brittany Munden (Mar 13, 2026 12:10:08 EDT)

*T. Hayes*  
Teresa Hayes (Mar 18, 2026 10:35:56 EDT)

*Peter Cunningham*  
Peter Cunningham (Mar 13, 2026 11:35:23 EDT)

*Penny Smith*  
Penny Smith (Mar 13, 2026 11:42:18 EDT)

*[Signature]*

SCHEDULE "A" – WAGES

Classification	Oct. 1/24 3.50%	Oct. 1/25 3.50%	Oct. 1/26 3.50%	Oct. 1/27 3.50%
<b>DIETARY</b>				
Start	22.34	23.12	23.93	24.77
Aft 300 hours worked	22.81	23.61	24.43	25.29
After 1 year	23.41	24.23	25.08	25.96
After 2 years	24.55	25.41	26.30	27.22
After 3 years	25.17	26.05	26.96	27.91

<b>HOUSEKEEPING</b>				
Start	22.00	22.77	23.57	24.39
Aft 300 hours worked	22.59	23.38	24.20	25.05
After 1 year	23.16	23.97	24.81	25.68
After 2 years	24.20	25.05	25.92	26.83
After 3 years	24.86	25.73	26.63	27.56

<b>HCA/PSW Long Term Care and Supportive Housing hired after Sept.1, 2014</b>				
Start	25.99	26.90	27.84	28.82
Aft 300 hours worked	26.56	27.49	28.45	29.45
After 1 year	27.14	28.09	29.07	30.09
After 2 years	28.21	29.20	30.22	31.28
After 3 years	28.86	29.87	30.92	32.00

<b>HCA/PSW Supportive Housing hired before Sept.1, 2014</b>				
Start				
Aft 300 hours worked				
After 1 year				
After 2 years				
After 3 years	28.54	29.54	30.57	31.64

<b>LAUNDRY</b>				
Start	22.00	22.77	23.57	24.39
Aft 300 hours worked	22.59	23.38	24.20	25.05
After 1 year	23.16	23.97	24.81	25.68
After 2 years	24.20	25.05	25.92	26.83
After 3 years	24.86	25.73	26.63	27.56

<b>COOK</b>				
Start	25.58	26.48	27.40	28.36
Aft 300 hours worked	26.15	27.07	28.01	28.99
After 1 year	26.72	27.66	28.62	29.62
After 2 years	27.77	28.74	29.75	30.79
After 3 years	28.45	29.45	30.48	31.54

SCHEDULE "A" – WAGES (CONT'D)

Classification	Oct. 1/24 3.50%	Oct. 1/25 3.50%	Oct. 1/26 3.50%	Oct. 1/27 3.50%
<b>RPN</b>				
Start	28.23	29.22	30.24	31.30
Aft 300 hours worked	28.87	29.88	30.93	32.01
After 1 year	29.79	30.83	31.91	33.03
After 2 years	31.17	32.26	33.39	34.56
After 3 years	32.60	33.74	34.92	36.14

<b>RN</b>				
Start	35.00	36.23	37.49	38.81
Aft 300 hours worked	36.19	37.46	38.77	40.12
After 1 year	36.91	38.20	39.54	40.92
After 2 years	37.84	39.16	40.54	41.95
After 3 years	38.82	40.18	41.58	43.04
Ater 4 years	41.13	42.57	44.06	45.60
After 5 years	43.45	44.97	46.54	48.17
After 6 years	45.75	47.35	49.01	50.72
After 7 years	48.11	49.79	51.54	53.34
After 8 years	51.43	53.23	55.09	57.02

<b>MAINTENANCE</b>				
Start	24.73	25.60	26.49	27.42
Aft 300 hours worked	26.17	27.09	28.03	29.02
After 1 year	27.14	28.09	29.07	30.09
After 2 years	27.79	28.76	29.77	30.81
After 3 years	28.49	29.49	30.52	31.59

<b>ACTIVATION</b>				
Start	24.10	24.94	25.82	26.72
Aft 300 hours worked	26.02	26.93	27.87	28.85
After 1 year	26.61	27.54	28.51	29.50
After 2 years	27.28	28.23	29.22	30.25
After 3 years	28.62	29.62	30.66	31.73