

**COLLECTIVE AGREEMENT**

**BETWEEN**

**VENTAS CANADA RETIREMENT III, LP  
(SHERBROOKE HEIGHTS)  
(the “Employer”)**

**- and -**

**THE CANADIAN UNION OF PUBLIC EMPLOYEES  
AND ITS LOCAL 5129  
(the “Union”)**

**February 1, 2025 - January 31, 2028**

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## ARTICLE 1 – PURPOSE

### 1.01 Correspondence

Unless otherwise specified in the Agreement, all correspondence between the parties arising out of this Agreement or incidental thereto shall pass to and from the Manager or his/her designate and the Local President or his/her designate of the Union.

- a) To maintain the existing harmonious relations and settled conditions of employment between the Employer and the Union;
- b) To recognize the mutual value of joint discussions and negotiations in all matters pertaining to this Collective Agreement (the “Agreement”);
- c) To encourage the efficient and harmonious operation of Sherbrooke Heights in the City of Peterborough;
- d) To provide for the prompt and peaceful adjustment of differences which may arise between employees and the Employer; and
- e) To promote the morale, well-being and security of all the employees in the bargaining unit of the Union.

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

### 1.03 Bargaining Committee

- a) A Bargaining Committee shall be appointed and consist of not more than three (3) members of the Employer, as appointees of the Employer, and not more than three (3) members of the Union as appointees of the Union. The Union will advise the Employer in writing of the Union nominees to the Committee.
- b) The Employer agrees to pay the regular base wages for up to three employees who are members of the Union negotiating committee, who are absent from regularly scheduled work for the purpose of attending at negotiations with the Employer for the renewal of this Agreement. Base wages will only be paid for the actual scheduled work time missed.
- c) The Employer will pay regular base wages to each employee (up to a maximum of three employees) who is a member of the Union’s negotiating committee and is absent from regularly scheduled work for the purpose of preparing for the commencement of bargaining with the Employer, up to a maximum of four hours of regular base wages per employee. Base wages will only be paid for the actual scheduled work time missed for the purpose of preparing for the commencement of bargaining. For greater clarity, this is a one-time payment (i.e. only applies to time spent prior to the parties commencing negotiations for a new collective

bargaining agreement) and any additional time spent preparing for bargaining shall be unpaid.

## **ARTICLE 2 – MANAGEMENT RIGHTS**

- 2.01 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 respects and without limiting or restricting this right and function:
- a) To maintain order, discipline and efficiency, and to make, alter and enforce reasonable rules and regulations to be observed by the employees;
  - b) To hire, lay-off, direct, promote, demote, transfer, discipline, suspend or otherwise discharge employees, provided that a claim by an employee that he/she has been discharge without just cause may be subject of a grievance and dealt with as hereinafter provided;
  - c) Determine the work to be done, and the location, methods and schedules for the performance of such work;
  - d) Determine the number of employees required and the duties to be performed from time to time;
  - e) Make and alter from time to time rules and regulations to be observed by the employees, provided that such rules and regulations are posted. The Union and each new employee shall be given a complete set of rules and regulations under which the Employer operates.

### 2.02 No Discrimination

The Employer shall not discriminate against employees with respect to the terms or conditions of employment on any of the prohibited grounds of discrimination under the Ontario *Human Rights Code*.

There shall be no discrimination against or intimidation of any employee for reasons of Union membership or for Union activity or for exercising any of the rights under any Ontario labour legislation.

## **ARTICLE 3 – RECOGNITION**

- 3.01 The Employer recognizes the Union as the bargaining agent of all employees employed by Ventas Canada Retirement III, LP (Sherbrooke Heights) in the City of Peterborough, save and except supervisors and persons above the rank of supervisor and students.

### 3.02 No Other Agreements

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

3.03 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. Such representatives(s) advisor(s) shall have access, upon reasonable prior notice, to the Employer's premises in order to deal with any matters arising out of this Agreement.

3.04 Definition of Employee

Employees shall be defined in this Agreement in the following categories:

*Full-time employees* those employees who have satisfactorily completed the probationary period, as set out in section 12.03, and are regularly scheduled at least 24 hours per week on a continuous basis.

*Part-time employees* those employees who have satisfactorily completed the probationary period, as set out in section 12.03, and are regularly scheduled less than 24 hours per week on a continuous basis.

3.05 Work of the Bargaining Unit

Employees and volunteers excluded from the bargaining unit shall not perform duties normally performed by employees in the bargaining unit unless it is for the purposes of training, instruction, demonstrating or in an emergency where regular employees are not available.

**ARTICLE 4 – NO STRIKES/NO LOCKOUTS**

4.01 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 the Ontario *Labour Relations Act, 1995*.

**ARTICLE 5 – HEALTH AND SAFETY COMMITTEE**

5.01 The parties agree to abide by the Ontario *Occupational Health and Safety Act* and its regulations. The Employer and the Union agree that they mutually desire to maintain standards of safety and health at Sherbrooke Heights in the City of Peterborough, in order to prevent injury and illness.

- 5.02 A joint management and employee Health and Safety Committee shall be constituted with representation from the Union and the Employer as required by the *Occupational Health and Safety Act*. The Committee shall normally meet at least once per quarter. Either party may request a meeting at another time to deal with an exceptional matter (e.g., an emergency or other unforeseen event) which request will not be unreasonably denied by the other party. Scheduled time spent in such meetings is to be considered time worked. Minutes shall be taken of all meetings, and copies shall be sent to the Employer and to the Union.
- 5.03 Two (2) representatives of the Joint Health and Safety Committee, one (1) from management and one (1) from the employees, shall make quarterly inspections of the workplace and equipment, and shall report to the Health and Safety Committee the results of their inspection.

## **ARTICLE 6 – UNION SECURITY AND CHECK-OFF**

### **6.01 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.

### **Deductions**

- 6.02 Deductions shall be made from the bi-weekly payroll and shall be forwarded to the National Secretary-Treasurer of the Canadian Union of Public Employees, by no later than the 15th day of the month following, accompanied by a list of the names, addresses, and phone numbers of all employees from whose wages deductions have been made. A copy of this list shall also be sent, monthly, to the Secretary of the Union.

### **Liability**

The Union and its members shall hold the Employer harmless with respect to any liability, which the Employer might incur as a result of deductions and remittances.

### **6.03 New Employees**

At the first available opportunity following the date on which an new employee commences employment, the Executive Director or designate will conduct an orientation meeting with the employee. The employer will acquaint the new employee with the fact that a Union agreement is in effect and the conditions of employment as they are set out in the collective agreement. The Union President

or designate will attend the orientation meeting for up to thirty (30) minutes to acquaint such employee with the Union and its functions.

The employer will also discuss the group RRSP plan with the employee and provide the employee with the forms necessary to enroll in the group RRSP plan if the employee wishes to do so. The employee will have the option to enroll at that time or at any future date, in accordance with the terms of the group RRSP plan.

6.04 T4 Slips

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

**ARTICLE 7 – CORRESPONDENCE**

7.01 Correspondence

Unless otherwise specified in the Agreement, all correspondence between the parties arising out of this Agreement or incidental thereto shall pass to and from the Manager or his/her designate and the Local President of the Union.

**ARTICLE 8 – UNION MANAGEMENT RELATIONS**

8.01 Representation

No individual employee or group of employees shall undertake to represent the Union at meetings with the Employer without proper written authorization from the Union. In order that this may be carried out, the Union will supply the Employer with the names of its officers. Similarly, the Employer shall supply the Union with a list of its supervisory or other personnel with whom the Union may be required to transact business.

8.02 Permission to Leave Work

The Employer agrees that Stewards 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. The Union recognizes that each Steward is employed by the Employer and that she/he will not leave her/his work during working hours, except to perform her/his duties under this Agreement, after obtaining the permission of her/his immediate supervisor, whose permission shall not be unreasonably withheld.

8.03 Bargaining Committee

- a) A Bargaining Committee shall be appointed and consist of not more than three (3) members of the Employer, as appointees of the Employer, and not more than

three (3) members of the Union as appointees of the Union. The Union will advise the Employer in writing of the Union nominees to the Committee.

- b) The Employer agrees to pay the regular base wages for up to three employees who are members of the Union negotiating committee, who are absent from regularly scheduled work for the purpose of attending at negotiations with the Employer for the renewal of this Agreement. Base wages will only be paid for the actual scheduled work time missed.

#### 8.04 Labour Management Committee

The parties hereby agree to appoint a joint Labour Management Committee of three (3) employees appointed by the Union, and three (3) 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 Bargaining Committee or the Grievance Procedure. The Labour Management Committee shall meet quarterly, as agreed between the parties, and all matters for discussion shall be submitted to the Manager of the Employer, previous to each meeting being 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.

### ARTICLE 9 – GRIEVANCE PROCEDURE

- 9.01 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 he/she has given his/her supervisor an opportunity to adjust the complaint. No grievance shall be considered where the event giving rise to it occurred or originated more than ten (10) days before the filing of the grievance.

#### STEP # 1

If an employee has an unsettled complaint affecting herself or himself regarding the interpretation, application, administration or alleged violation of this Agreement, the Union may take the matter up as a grievance within five (5) days with the Executive Director after receiving an unsatisfactory reply to the complaint by his/her Supervisor.

#### STEP # 2

Failing settlement at Step # 1, the Union representative may, within ten (10) days of receipt of the Executive Director's reply, request a further meeting between the parties. The Employer's Human Resources Representative shall reply in writing within five (5) days of the date of the meeting set out herein. Failing settlement at Step # 2, the grievance may be submitted to Arbitration as hereinafter provided if the request is made in writing to the other party within fourteen (14) days after the decision has been given at Step # 2. If the grievance is not forwarded to

arbitration within those fourteen (14) days, the grievance will be deemed to have been settled or abandoned, unless extended by mutual agreement of both parties, or by exercise of an Arbitrator's discretion.

- 9.02 The reference to days means all calendar days except Saturdays, Sundays and public holidays. Any and all time limits may at any time be extended by written agreement between the Employer and the Union.
- 9.03 Any difference arising directly between the Union and the Employer relating to the interpretation, application, administration or alleged violation of this Agreement may be presented by either party as a policy grievance commencing at Step # 2. A policy grievance shall not be arbitrable if the matter in dispute could have been brought solely as an employee grievance.
- 9.04 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.
- 9.05 If either party fails to answer at any stage of the grievance procedure, the other party shall have the right to proceed to the next step of the procedure.
- 9.06 Unless informed otherwise, the Employer shall communicate with the Steward-of record in each grievance.

#### **ARTICLE 10 – ARBITRATION**

- 10.01 When either party requests that a grievance be submitted to a single arbitrator as provided under this Agreement, it shall make such request in writing addressed to the other party and at the same time identify up to three (3) arbitrators for the other party's consideration. Within five (5) days after the request being received, the other party will either agree to one of the arbitrators proposed or identify up to three (3) alternative arbitrators for the other party's consideration. This process will continue until the parties agree to a single arbitrator. If the parties are unable to select a single arbitrator within fifteen (15) days after the request is received, then either party may request that the Minister of Labour of the Province of Ontario appoint a single arbitrator at any time thereafter.
- 10.02 Each of the parties hereto shall jointly bear the expenses of the arbitrator.
- 10.03 The decision of the arbitrator shall be final and binding upon the Employer, the Union, and the employee or employees affected, provided, however, that in no event shall the arbitrator have the power to change this Agreement or to alter, modify or amend any of its provisions, nor to make any decision in conflict with the provisions of this Agreement.

- 10.04 Unless this Agreement provides a specific penalty in determining a discharge case, the arbitrator shall have the authority to:
- a) affirm the Employer's action;
  - b) set aside the penalty imposed by the Employer and restore the grievor to her/his former position with or without compensation.
  - c) vary or alter the penalty imposed by the Employer or make such other determination as the arbitrator in his or her discretion may deem just and reasonable; and
  - d) have access to the Employer's premises to view the working conditions or operations that may be relevant to the resolution of the grievance.

10.05 The parties may agree that there are circumstances where the services of a grievance mediator may allow for an objective, independent review of the issues(s) in dispute and assist the parties in resolving grievances.

By mutual agreement the parties may extend the time limits and utilize the services of a mediator. The cost of the mediator will be shared equally between the parties.

## **ARTICLE 11 – DISCHARGE, SUSPENSION AND DISCIPLINE**

### **11.01 Adverse Report**

The Employer shall notify an employee in writing of any expression of dissatisfaction concerning his/her work within ten (10) working days of the event of the complaint, with copies to the Union.

This notice shall include particulars of the work performance, which led to such dissatisfaction. If this procedure is not followed, such expression of dissatisfaction shall not become part of his/her record for use against him/her in regards to discharge, discipline, promotion, demotion, or other related matters. This Article shall be applicable to any complaint or accusation, which may be detrimental to an employee's advancement or standing with the Employer whether or not it relates to his/her work. The employee's reply to such complaint, accusation or expression of dissatisfaction shall become part of his/her record.

### **11.02 Discipline Notices**

Whenever the Employer or a representative of the Employer deems it necessary to censure an employee in a manner indicating that dismissal may follow any repetition of the act complained of or omission referred to, or that dismissal may follow if such employee fails to bring his/her work up to a required standard, the Employer shall, within five (5) days thereafter, give written particulars of such censure to the employee involved, with a copy to the Secretary of the Union.

11.03 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.

11.04 May Omit Grievance Steps

An employee considered by the Union to be wrongfully or unjustly discharged shall be entitled to a hearing under Article 9, Grievance Procedure. Step 1 of the Grievance Procedure shall be omitted in such cases.

11.05 Unjust Suspension or Discharge

Should it be found upon investigation that an employee has been unjustly suspended or discharged, such employee shall be immediately reinstated in his/her former position, without loss of seniority, and shall be compensated for all time lost in an amount equal to his/her normal earnings during the pay period next preceding such discharge or suspension, or by any other arrangement as to compensation which is just and equitable in the opinion of an arbitrator if the matter is referred to arbitration.

11.06 Designation of Supervisor

Every employee shall be notified of his/her immediate designated supervisor by means of an organizational chart to be posted.

11.07 Access to Personnel File

An employee shall have the right during normal business hours of the administration office to have access to have a copy of and review his/her personnel file.

The employee is entitled to receive a copy of the file, if requested. An employee shall have the right to respond in writing to any document contained therein. Such reply shall become part of the permanent record.

11.08 Right to have Steward present

Where a supervisor intends to interview an employee for disciplinary purposes, the supervisor shall notify the employee in advance of the purpose of the interview. The Employer shall also notify the employee of his/her right to have a Union Steward present at the interview. A Steward or Local Officer may have the right to consult with a C.U.P.E. staff representative and may have him/her present at any discussion with supervisory personnel which might be the basis of disciplinary action.

11.09 Clearing the File

The record of an employee shall not be used against him/her at any time after eighteen (18) months following a suspension or other disciplinary action, including letters of reprimand or any adverse reports, provided that there is no recurrence of disciplinary action within the eighteen (18) month period.

**ARTICLE 12 -- SENIORITY**

12.01 Seniority Defined

Seniority is defined as the length of service with the Employer in the bargaining unit. Notwithstanding the above, a part-time employee cannot accrue more than one year's seniority in a twelve (12) month period. Seniority shall be used in determining preference or priority for promotions, transfers, schedules, call-ins, demotions, lay-offs and recall, provided that the senior employee is able to meet the normal requirements of the job. Seniority shall operate on a bargaining-unit-wide basis.

12.02 Seniority List

The Employer shall maintain a single seniority list for full-time and part-time employees, showing the date upon which each employee's service commenced. An up-to-date seniority list shall be sent to the Union and posted on the main bulletin board in January and July of each year. An employee's name shall not be placed on the seniority list until he/she has completed his/her probationary period as outlined in section 12.03 below.

Seniority, as set out on the posted seniority list, will be used for all of the purposes set out in the Agreement, save and except for promotions and lay-offs. For promotions and lay-offs, the seniority list will be updated to the end of the pay period prior to the pay period during which the job was posted, or the notice of layoff was given.

All seniority, vacation and other credits obtained under this Agreement shall be retained and transferred with the employee when reclassified.

12.03 Probationary Employees

Newly-hired employees shall be considered on a probationary basis for a period of three (3) calendar months or 450 hours, whichever is less, from the date of hiring. During the probationary period, employees shall be entitled to all rights and privileges of this Agreement unless otherwise specified. An employee who has not completed his/her probationary period may be released based on a fair and proper assessment against reasonable standards of performance and suitability. After completion of the probationary period, seniority shall be effective from the original date of employment.

- 12.04 Seniority shall be lost and an employee shall be deemed to have terminated his/her employment with the Employer if he/she:
- a) Voluntarily quits his/her employment;
  - b) Is discharged for just cause and the discharge is not reversed through the grievance procedure;
  - c) Is absent for three (3) consecutive scheduled shifts without notifying his/her immediate supervisor, unless such notice was not reasonably possible;
  - d) Fails to return for work within seven (7) working days after being notified of recall. Registered mail sent to the most recent employee's address on the employee's employment file shall be interpreted as proper notice. For purposes of recall, it shall be the responsibility of the employee to keep the Employer informed of his/her current address. If an employee fails to do this, the Employer will not be responsible for a failure of a notice to reach an employee;
  - e) Utilizes a leave of absence for purposes other than those for which the leave may have been granted;
  - f) Is laid off for a period in excess of twenty-four (24) months;
  - g) Fails to return to work after the completion of a leave of absence granted by the Employer, unless through sickness or reasonable cause; and/or
  - h) Retires.
- 12.05 No employee shall be transferred to a position outside the bargaining unit without his/her written consent. In the event an employee is transferred and/or promoted out of the bargaining unit is returned to the bargaining unit within a period of six (6) calendar months from the start date of the transfer and/or promotion, he/she shall accumulate seniority during the period of time outside the bargaining unit.
- 12.06 In the event that the employee is returned by the Employer to a position in the bargaining unit between six (6) to twelve (12) calendar months from the start date of the transfer and/or promotion, the employee shall be credited with the seniority held immediately prior to the transfer and/or promotion and shall resume accumulation from the date of their return to the bargaining unit. An employee not returned to the bargaining unit within twelve (12) calendar months from the transfer and/or promotion shall forfeit all bargaining unit seniority.
- 12.07 If an employee transfers from part-time to full-time, the following method shall be used to calculate his/her seniority from one group to another for purposes of establishing an anniversary date: 2080 hours PAID equals (1) year.

- 12.08 If an employee transfers from full-time to part-time, the following method shall be used to calculate his/her seniority from one group to another for the purpose of establishing an anniversary date: one (1) year equals 2080 hours PAID.

### **ARTICLE 13 – PROMOTIONS AND STAFF CHANGES**

#### **13.01**

a) Job Postings

When a vacancy occurs or a new position is created within the bargaining unit within five (5) working days of the vacancy, the Employer shall post a notice on the staff bulletin board. Where the Employer has at least five (5) days advance notice of a vacancy, the Employer will endeavor to post the position prior to the effective date of the vacancy. The position shall be posted for a period of five (5) working days so that interested employees can apply. The name of the successful applicant shall be posted on the staff bulletin board.

b) Temporary Vacancies

Temporary vacancies anticipated to be less than twelve (12) weeks duration shall not be posted, unless otherwise agreed between the Employer and the Union. The Employer will endeavour to distribute shifts as equally as possible among employees who are available and qualified to perform the required work.

c) Temporary Job Postings

When the Employer reasonably knows, prior to filling a temporary vacancy, that such vacancy will be for a duration of twelve (12) consecutive weeks or longer or when a vacancy occurs for more than twelve (12) weeks, the temporary position will be posted stating that it is for a limited duration and shall also indicate the estimated duration of the temporary position. In any event, the temporary position shall not exceed twelve (12) months unless the temporary position is posted to fill a statutory leave of absence in excess of twelve (12) months (in which case the estimated duration of the temporary position will be equal to the estimated duration of the statutory leave of absence), or otherwise as agreed to by the Employer and the Union.

Upon termination of a temporary position, the employee filling the temporary position shall be returned to the classification and job location in which he/she last worked. In the event that a part-time employee is the successful applicant, the said employee shall retain his/her part-time status while working in the temporary position. An employee filling a temporary vacancy of twelve (12) weeks or longer duration shall not bid on any other temporary position until the end of his/her then current temporary position unless the start date for such other temporary position occurs following the end of the employee's then current temporary position.

Successful Applicant

The successful applicant for a permanent full-time vacancy will fill the vacancy within five (5) working days from the date the employee was awarded the vacancy, unless there are circumstances beyond the reasonable control of the Employer.

The successful applicant for a temporary full-time vacancy will fill the vacancy within ten (10) working days from the date the employee was awarded the vacancy, unless there are circumstances beyond the reasonable control of the Employer.

13.02 Information in Postings

The job posting notice shall contain the following information: nature of the position, qualifications, shift, wage or salary rate or range.

13.03 No Outside Advertising

No outside advertising for additional employees shall be made until present employees have had a full opportunity to apply as provided in section 13.01.

13.04 Method of Making Appointment

When filling any vacancy, the Employer shall give preference to an applicant employee in the bargaining unit with the most seniority provided such employee has the knowledge, qualifications, skills and ability to perform the required work. Appointments from within the bargaining unit shall be made within two (2) weeks of posting.

13.05 Trial Period

The successful applicant shall be placed on trial for a period of twenty (20) working days. Conditional on satisfactory service, such trial promotion shall become permanent after the period of twenty (20) working days. The trial period may be extended with mutual agreement. In the event the successful applicant proves unsatisfactory in the position during the aforementioned trial period, or if the employee finds himself/herself unable to perform the duties of the position, he/she shall be returned to his/her former position and salary without loss of seniority and wage or salary. Any other employee promoted or transferred because of the rearrangement of positions shall also be returned to his/her former position and salary without loss of seniority and wage or salary. Any unsuccessful applicants for the original posting will then be considered in accordance with section 13.04. If there are no unsuccessful applicants, then the position would be reposted.

13.06 Union Notification

Notification shall be given to the employee and the Union within five (5) working days of the date of appointment to a vacant position and the name of the successful applicant shall be posted on the staff bulletin board.

13.07 Until a vacancy is filled by the above procedure, the Employer may fill the vacancy as it deems appropriate from within the bargaining unit.

13.08 Postings while on Vacation or Leave

When an employee will be absent on vacation, and/or a leave of absence, the employee may advise his/her manager, in writing, and no more than seven (7) days prior to beginning the vacation, that he/she wishes to be considered for any potential job posting which might arise during his/her 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.

13.09 New Classification

When a new classification within the bargaining unit is established by the Employer, the Employer shall determine the rate of pay for such new classification. Once the rate is determined, and then within seven (7) days, the Employer shall advise the Union of the rate.

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

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

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

Any decision by an Arbitrator shall be based on the relationship established by comparison with the rates for other classifications in the bargaining unit having regard to the requirements of such classifications. Any change awarded as a result of arbitration shall be retroactive only to the date on which the Employer gave the Union notice of the new rate.

13.10 The Employer shall maintain job descriptions for all positions in the bargaining unit and shall provide a copy to the union upon request.

13.11 Newly hired employees shall have a minimum period of three (3) days practical training and orientation. The Employer shall be responsible for training and orientation of newly hired employees.

#### **ARTICLE 14 – LAY-OFFS AND RECALLS**

14.01 Lay-off, under the provisions of this Agreement, is defined as the reduction of any full-time or part-time employee.

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

14.03 Notice of Lay-Off

Unless legislation is more favourable to the employees, the Employer shall notify, in writing, employees who are to be laid off sixty (60) days prior to the effective date of lay-off, unless prevented from doing so by fortuitous or unforeseeable events or circumstances. If such employee has not had the opportunity to work the days as provided in this Article, she/he shall be paid for the days for which work was not made available.

##### Lay-off Procedure

- a) In the event of lay-off, the Employer shall lay off employees in reverse order of seniority within their classification, provided that there remain on the job employees who are 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. If the employee originally subject to the lay-off is qualified for and can perform the duties without training other than orientation, that employee may displace an employee who has
    - less bargaining unit seniority in a lower or identical paying classification; andwho has scheduled hours less than or equal to the employee being laid off.
- c) An employee who wishes to exercise his/her right to displace another employee with less seniority shall advise the Employer within seven (7) days of the date of the notice of lay-off issued by the Employer.

- d) 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.
- e) 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.

14.04

- a) An employee shall have opportunity of recall from a lay-off to an available opening, in order of seniority, subject to Article 13 Promotions and Staff Changes, and provided he/she has the ability and qualifications to perform the work. The notification to the employee 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.
- 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 unable to perform the work available.
- c) It is the responsibility of the employee who has been laid off to notify the Employer of his/her intention to return to work within five (5) working 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 five (5) working days after being notified.

**ARTICLE 15 – HOURS OF WORK**

15.01 The following is intended to define the normal hours of work for the full-time employees, but shall not be interpreted as a guarantee of hours of work per day or per week.

15.02 The regular hours of work for all employees shall be up to eight (8) hours per day exclusive of a 1/2 hour meal break, or a maximum of forty (40) hours per week. Employees working for a period of five (5) hours must take an unpaid meal break of not less than 30 minutes.

There shall be one (1) fifteen (15) minute rest period with pay during each four (4) hours of work, at times designated by the Employer. Employees shall be allowed to take their full fifteen (15) minutes uninterrupted, except in cases of emergency.

Employees scheduled to work alone on an overnight shift who are not permitted to leave the building during their 1/2 hour meal break will be paid for that meal break at the applicable rate of pay.

15.03 No employee shall be scheduled to work more than six (6) consecutive days in a row, except upon his/her own request.

15.04 Working Schedule

The hours of work of each employee shall be posted in an appropriate place at least two (2) weeks in advance and shall cover as period of four (4) weeks. The schedule will be posted in ink and will not be changed without the consent of the employee involved. Where operational requirements permit, reasonable efforts will be made to fairly rotate weekends off for all full time employees.

15.05 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 at least three (3) hours, except when work is not available due to conditions beyond the control of the Employer. The reporting allowance outlined as herein shall not apply whenever an employee has received prior notice not to report for work.

15.06 Shift Exchanges

Employees will be permitted to exchange days off, or shifts, with other employees by completing the appropriate forms, as supplied by the Employer, and with the Employer's permission. Where possible, employees will provide 24 hours' notice of such shift exchange requested. The Employer has no obligation for any premium payment arising out of any such exchange. Where the shifts involved involve shift differential, this premium shall be paid to the employee working the shift.

15.07 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.

15.08 Time Off Between Shifts

It is understood that there will be a minimum of eleven (11) hours of time off between shifts unless otherwise agreed to by the Employee and the Employer or where directed by the Employer to address an emergency, unforeseen circumstance or urgent work. If an employee requests a shift schedule which results in the employee receiving less than eleven (11) hours of time off between shifts, the employee will be paid at the employee's regular rate of pay for all hours worked during what would otherwise be the employee's eleven (11) hours of time off between shifts. If the Employer requests (or directs, in the case of an emergency, unforeseen circumstance or urgent work) that an employee work during what would otherwise be the employee's eleven (11) hours of time off between shifts, the employee will be paid at the rate of time and one-half (1 ½) for

all hours worked during what would otherwise be the employee's eleven (11) hours of time off between shifts. The hours paid to the employee at the rate of time and one-half (1 ½) shall not count toward the calculation of overtime work under Article 16.01 of this Agreement. For greater certainty, this Article 15.08 does not apply to servers scheduled to work multiple meal times within a single day but does apply to the period between the end of a server's final shift on one day and the start of the server's first shift on the following day.

15.09 Call-Ins

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

Staff who are regularly scheduled to work less than eighty (80) hours bi-weekly shall be called prior to those scheduled eighty (80) hours).

Such call-ins will be offered to those who regularly perform the work. Calls will be made on a seniority basis.

**ARTICLE 16 – OVERTIME**

16.01 Overtime Defined

Authorized work performed in excess of forty (40) hours in an established pay week will be counted as overtime work.

16.02 Overtime Rates

Overtime will be paid for at the rate of time and one-half (1½) the employee's regular rate of pay.

The overtime rate shall not apply to employees who work on their regular scheduled day off, except for hours worked in excess of forty (40) hours in any established pay week.

16.03 Distribution of Overtime

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

Nothing in this Article is intended to be a guarantee of employment for a specific number of hours per week or day or a specific work schedule.

16.04 Minimum Call-back Time

When an employee is called back to work after leaving Sherbrooke Heights and upon completion of his/her shift, such employee shall be paid a minimum of three

(3) hours pay at the applicable overtime rate. The hours paid to the employee at the applicable overtime rate as a result of a call-back shall not count toward the calculation of overtime work under Article 16.01 of this Agreement.

## **ARTICLE 17 – HOLIDAYS**

17.01 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 1st)
Family Day	Civic Holiday
Labour Day	Good Friday
Thanksgiving Day	Christmas Day
Victoria Day	Boxing Day

17.02 Holiday Qualifications

In order to be entitled to receive payment for these holidays, the employee must work his/her scheduled working day immediately preceding or the working day following the holiday, unless on a leave of absence or absent due to illness.

17.03 Payment for Holidays

An employee who is required to work on any of the above named holidays will receive pay at the rate of time and one-half (1 1/2) the employee's regular hourly rate for every hour worked on such day, in addition to pay for the holiday at the employee's regular hourly rate, or the employee may be granted an alternate day off (lieu day), at a mutually agreeable time, to be taken within sixty (60) days after the holiday, except at Christmas and New Year's. Payment for such lieu day will be based upon the entitlement the employee otherwise would have been eligible to receive for the holiday at straight time hourly rates.

17.04 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.

17.05 Christmas or New Year's Off

The holiday schedule shall provide that every employee shall have at least Christmas or New Year's Day off.

**ARTICLE 18 – VACATION**

18.01 Vacation entitlement will directly correspond to an employee’s years of service:

Years of Service	Vacation	Vacation Pay
Less than one (1) year to end of 3 <sup>rd</sup> year	Two (2) weeks	4%
4 <sup>th</sup> year to end of 10 <sup>th</sup> year	Three (3) weeks	6%
11 <sup>th</sup> year to end of 16 <sup>th</sup> year	Four (4) weeks	8%
17 <sup>th</sup> year to end of 19 <sup>th</sup> year	Five (5) weeks	10%
20 <sup>th</sup> year	Six (6) weeks	12%

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

18.02 The Executive Director or where appropriate, is responsible for scheduling and approving vacations. Where one or more employees within the same classification request vacation for the same dates, preference for vacation shall be granted by seniority, but subject to the efficient operation of the Community.

- a) Employees shall submit vacation requests on the appropriate forms no later than March 15. Requests received after March 15<sup>th</sup> will be approved on a first-come, first-served basis, subject to the operational requirements of the Employer, and will not be unreasonably denied.
- b) The Executive Director or applicable Department Director, where appropriate, shall post a list of the vacation periods by April 15<sup>th</sup>. After April 15<sup>th</sup>, the Executive Director or applicable Department Director, where appropriate, or the employee shall not alter the vacation periods unless by mutual consent.
- c) Unused vacations may not be accumulated without prior approval in writing by the Regional Vice President, where appropriate.

18.03 Holidays During Vacation

- a) An employee entitled to vacation in excess of two (2) weeks may, with the approval of the Executive Director or where appropriate, take his/her vacation at one time during the calendar year.

- b) A holiday occurring on a scheduled vacation day will be recorded as holiday time and not be charged to vacation time.
- c) Where an employee qualifies for bereavement leave during his/her period of vacation, such leave shall not be charged to vacation time.

18.04 Unbroken Vacation Period

An employee shall be entitled to receive his/her vacation in an unbroken period unless otherwise mutually agreed upon between the employee and the Employer.

18.05 Illness During Vacation

- a) Sick leave may be substituted for vacation where it can be established to the satisfaction of the Employer by the employee that an illness or accident occurred while on vacation.
- b) It is understood that the Employer will allow rescheduling of vacation for an employee whose vacation was or would have been interrupted by a serious illness occurring immediately prior to the scheduled vacation.

**ARTICLE 19 – SICK LEAVE PROVISIONS**

19.01 Sick leave is available to prevent wage loss for absence due to personal illness and non-workplace injuries and may not be used for any other purpose except in accordance with Article 20.07. An employee begins to accrue sick leave on his/her first day of employment. However, an employee must complete his/her 90-day probationary period before becoming eligible to use the earned sick leave.

An employee accrues sick leave based on qualified hours each pay period. Qualified hours for the sick leave benefit include all actual hours worked or hours paid directly by the Employer up to forty (40) hours per week, or eighty (80) hours per pay period. Workers' compensation time loss wages or provincial disability payments will not be included for purposes of calculating sick leave.

Qualified hours (up to 80 per pay period) are multiplied by an hourly benefit factor.

Number of hours x .0231 = number of Sick Leave hours accrued per pay period.

An employee may be required to produce proof of illness or injury, following three (3) consecutive days off, in the form of a medical certificate satisfactory to the Employer. In certain circumstances, the Employer may request a medical certificate for an absence of less than three days, especially in circumstances where there is a risk to residents or staff (e.g. influenza). If there is a cost to the employee for the medical certificate, it will be paid for by the Employer.

An employee may accumulate a maximum of one hundred and sixty (160) sick leave hours. Once this cap is reached, no further sick leave will be earned until some sick leave is used.

Earned but unused sick leave is not vested and will not be paid when employment is terminated, regardless if the termination is voluntary or involuntary.

An employee who is unable to report for duty on his/her scheduled shift shall notify the Employer of this fact at least two (2) hours in advance of the commencement of his/her scheduled shift except where there are extenuating circumstances which prevent the employee from doing so.

19.02 Sick Leave during Leave of Absence

When an employee is given leave of absence without pay for any reason, or is laid off on account of lack of work and returns to work upon expiration of such leave of absence, etc., he/she shall not receive sick leave credit for the period of such absence, but shall retain his/her cumulative credit, if any, existing at the time of such leave or lay-off.

19.03 Sick Leave Record

Any employee is to be advised, on application, of the amount of sick leave accrued to his/her credit.

19.04 Medical Care Leave

Employees may be allowed to use accumulated sick leave credits in order to engage in personal preventative medical health and dental care. Permission will not be unreasonably withheld provided at least seven (7) days' notice is given in advance except where there are extenuating circumstances which prevent the employee from doing so.

**ARTICLE 20 – LEAVE OF ABSENCE**

20.01 Personal Leave

The Employer may grant leave of absence without pay and without loss of seniority to any employee requesting such leave of absence for valid personal reasons. Such request is to be in writing and approved by the Employer. Employees on an approved leave of absence should not engage in any gainful employment without the permission of the Employer.

20.02 Jury Leave

The Employer shall grant a leave of absence without loss of seniority to an employee who serves as a juror in any court. The Employer shall pay such an employee the difference between his/her normal earnings and the payment he/she

receives for jury service duty, excluding payment for travelling, meals, or other expenses. The employee will present proof of service and the amount of pay received.

20.03 Leave for Union Business

Representatives of the Union shall not suffer any loss of pay when required to leave their employment temporarily in order to carry on discussions or negotiations with the Employer, or with respect to a grievance or an interest or rights arbitration hearing, provided that employees shall be required to obtain the permission of the Employer before leaving their employment. Request for such leave shall be in writing and shall be submitted to the employee's supervisor in advance of the commencement of the leave.

20.04 Leave for Union Function

Upon request and approval by 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 the gross amount of the wages paid by the Employer within 30 days of the wages being paid. Request for such leave shall be in writing and shall be submitted to the employee's supervisor in advance of the commencement of the leave.

20.05 Bereavement Leave

- a) In the event of death of an employee's spouse (including same sex or common law spouse and fiancée), sister, brother, child or parent, the employee shall be entitled to leave of absence without loss of pay for five (5) days.
- b) In the event of death of an employee's mother-in-law, father-in-law, son-in-law, daughter-in-law, grandparent or grandchild, the employee shall be entitled to leave of absence without loss of pay for three (3) days.
- c) In the event of death of an employee's brother-in-law, sister-in-law, aunt or uncle, the employee shall be entitled to leave of absence without loss of pay for one (1) day.
- d) If an employee needs additional time off for personal reasons or to attend to the affairs of the deceased, the employee may use personal leave without pay, or earned vacation.

20.06 Statutory Leaves

The Employer will provide leaves in accordance with the *Employment Standards Act, 2000*, as amended, including, but not limited to: pregnancy, parental, personal emergency, family caregiver, family medical, critical illness, organ donor, reservist, domestic or sexual violence, child death and crime-related child

disappearance leave. An employee may be required to provide proof of entitlement for such leave in accordance with the *Employment Standards Act, 2000*, as amended during the term of this Agreement (the "ESA").

20.07 Family Leave

An employee may apply up to forty-eight (48) accumulated sick leave hours per each calendar year to a leave of absence which would otherwise qualify as an unpaid family medical leave, personal emergency leave related to a specified family member, family caregiver leave or critically ill child care leave pursuant to the ESA.

20.08 Returning from a Leave of Absence

Employees who return to work after a leave of absence will give the Employer as much notice of their date of return as is reasonably possible. Employees will be returned to the schedule as soon as is practicable after the date of return communicated by the employee and in any event, no later than ten (10) calendar days after the date of return communicated by the employee. Employees returning from a medical leave of absence will also be required to provide a certificate from a medical professional clearing the employee to return to work and identifying any accommodation(s) required.

**ARTICLE 21 – PAYMENT OF WAGES AND ALLOWANCES**

21.01 Pay Days

The Employer shall pay salaries, wages and overtime bi weekly on Friday, except when a statutory holiday falls on a Friday which is a pay day. In such cases, all employees will receive their pay on the Thursday, in accordance with Schedule "A" attached hereto and forming part of this Agreement. On each pay day each employee shall be provided with an itemized statement of his/her wages, employee's hourly rate, overtime, bonuses, deductions, sick leave accrual and vacation entitlement.

If an employee is underpaid, 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 to deliver the payment within five (5) business days of the error being brought to the Employer's attention.

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

21.02 Payment for In-Service

The Employer agrees to pay employees who are required by the Employer to attend in-service 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 Agreement.

21.03 Uniform Allowance

All bargaining unit employees shall receive uniforms on an as needed basis, at the reasonable discretion of the Employer.

21.04 Full-time employees shall be provided with appropriate footwear twice annually. Part-time employees shall be provided with appropriate footwear once annually. Employees may be provided additional footwear on an as needed basis at the reasonable discretion of the Employer.

21.05 Meal Allowance

Upon request, an employee shall be provided with one meal per shift by the Employer, to be taken during the employee's rest period or meal break, unless otherwise approved by the Employer. Waitstaff who are scheduled to work multiple shifts in one day will only be entitled to a meal during one of those shifts. Employees are responsible for tracking the meals provided using the process established by the Employer. Any meals taken shall be treated as a taxable benefit and the Employer shall remit directly to CRA any taxes payable in relation to meals taken on behalf of employees.

21.06 Pay During Temporary Assignments

When an employee is temporarily assigned to perform the principal duties of a higher paying bargaining unit position for more than half of the employee's shift, he/she shall receive the rate of pay for that position for the hours worked in that assignment. When an employee is temporarily assigned to a lower paying position than his/her own, his/her rate shall not be reduced.

**ARTICLE 22 – EMPLOYEE BENEFITS**

22.01 The Employer shall contribute eighty percent (80%) of the premiums (of either single or family) on behalf of regular full-time employees who have completed the 90-day probationary period, of a basic benefit plan.

Upon request, the Union shall be provided with a current copy of the policy of all insured benefits that applies to Sherbrooke Heights in the City of Peterborough.

Life Insurance and AD&D Life Insurance

The Employer agrees to pay one hundred percent (100%) of the billed premiums for basic life insurance for each employee who has completed his/her probationary period and has elected benefits.

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### AD & D

The Employer agrees to pay one hundred percent (100%) of the billed premiums for each employee who has completed his/her probationary period for AD & D insurance for individual and family coverage.

### Extended Health Care Benefits

An employee who has completed his/her probationary period and is eligible for benefits (who works at least 24 hours per week), may qualify for health care benefits outlined in the Benefit Plan. These benefits include:

Eligible Expenses (Benefit year January 1 – December 31)

- i. Semi-private hospitalisation
- ii. Pay Direct Drug Card
- iii. Maximum of \$1,000.00 per person per life for smoking cessation medication.
- iv. The drug plan requires generic substitution for drugs covered by the Benefit Plan, unless otherwise prescribed by the employee's doctor.
- v. Paramedical: Services of a licensed chiropractor, osteopath, podiatrist, chiropodist, speech therapist or massage Therapist to a maximum of \$350.00 per person per benefit year, per specialty.
- vi. Vision Care: Up to \$400.00 per person in any twenty-four (24) consecutive months for contact lenses or eyeglasses prescribed by an ophthalmologist or licensed optometrist or laser surgery. An additional \$75.00 per person in any twenty-four (24) consecutive months for eye examinations.
- vii. Hearing aids, including repairs and batteries to a maximum of four hundred dollars (\$550.00) per person every four (4) years.

### Dental Benefits

The Employer shall provide all regular full-time employees who have completed the 90-day probationary period with a dental plan. The Employer shall pay eighty percent (80%) of the premiums.

Eligible Expenses (Current ODA, fee guide as adjusted from time to time; benefit year: January 1 – December 31)

One hundred percent (100%) (less calendar year deductible \$25 for single/\$50 for family) up to \$2,000 per calendar year for:

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- i. Preventive/basic, including diagnostic, including oral exams, consultations, diagnostic procedures, x-rays and preventive services, including recall examinations (every 6 months), scaling, cleaning, topical fluoride treatment and oral hygiene re-instruction, subject to current limits on frequency.
- ii. Restorative procedures, such as fillings – amalgams (acrylic or composite for front teeth).

Eighty percent (80%) for:

- i. Major restorative procedures, such as inlays, onlays, gold fillings, crowns, repair
- ii. and re-cementing of same, initial installation of fixed bridge work and repair of same; replacement of a fixed bridge which is five (5) or more years old.

Fifty percent (50%), up to \$2,250.00 lifetime, for:

- i. Orthodontics

22.02 The Employer shall continue to pay its portion of premiums for insured benefit plans, provided employees continue to pay their portion, as follows:

- i. While on paid leave of absence or Family Medical Leave.
- ii. While on pregnancy and parental leave as required by the *Employment Standards Act, 2000*.
- iii. While receiving Workplace Safety Insurance for injury while in the employ of the Employer for up to twelve (12) months from the date of the injury.
- iv. While absent due to illness.

22.03 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 of the proposed change. Upon request by the Union, the Employer shall provide to the Union full specification of the benefit programs contracted for and in effect for employees covered herein.

## **ARTICLE 23 – PENSION**

### Registered Retirement Savings Plan

- 23.01 The Employer agrees to match certain amounts towards an employee's Registered Retirement Savings Plan ("RRSP") in accordance with the Employer's Group Retirement Savings Plan. The Employer agrees to match one hundred percent (100%) of the contributions of one percent (1%) to four percent (4%) of an employee's salary to be paid directly into the employee's RRSP. In addition, the Employer agrees to match fifty percent (50%) of the contributions of five percent (5%) to seven percent (7%) of an employee's salary to be paid directly into the employee's RRSP. Employees become eligible to receive this benefit only after the completion of one (1) month of employment.

## **ARTICLE 24 – TECHNOLOGICAL CHANGES**

### 24.01 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 25 – GENERAL CONDITIONS / MISCELLANEOUS**

### 25.01 Copies of Agreement

The Union and the Employer desire every employee to be familiar with the provisions of this Agreement and his/her rights and duties under it. It is agreed that the Union will prepare the 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 Agreement. The Union and the Employer shall share the cost of printing equally.

- 25.02 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.

- 25.03 A number of non-exclusive lockers and storage space shall be provided for employees to leave their clothing or belongings in during working hours.

- 25.04 An appropriate room will be provided for employees to change their clothes.

### 25.05 Time off for Elections

Depending on the shift worked on polling day, an employee shall be allowed up to three (3) consecutive hours off to vote during polling hours in any federal, provincial or municipal election or referendum without reduction from normal daily pay.

25.06 Notices

1. Each employee shall keep the Employer informed of his/her current address and telephone number.
2. All communications between the parties shall be addressed to:

CUPE Local 5129 Sherbrooke Heights 1434 Sherbrooke Street  
Peterborough, ON K9K 2L7

Executive Director, with a copy to:  
Sherbrooke Heights (990) Human Resources Representative  
1434 Sherbrooke St  
Peterborough, ON CAN K9K 2L7

**ARTICLE 26 – TERM OF AGREEMENT**

26.01 This Agreement shall be binding and remain in effect for a period from February 1, 2025 to January 31, 2028, and shall continue from year to year upon the expiration of that term unless either party gives to the other party notice in writing at least ninety (90) days prior to the expiration date in each year that it desires its termination or amendment.

26.02 Changes in Agreement

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

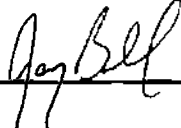
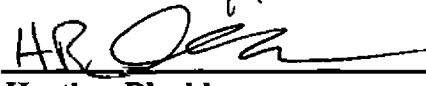


**ARTICLE 27 – WAGES**

	<b>Feb. 1, 2025 3% Bumped</b>	<b>Feb. 1, 2026 2.75%</b>	<b>Feb. 1, 2027 2.75%</b>
Maintenance Technician	\$24.87	\$25.56	\$26.26
Sous Chef	\$21.52	\$22.11	\$22.72
Cook	\$21.14	\$21.72	\$22.31
Prep Cook	<b>\$18.11</b>	\$18.61	\$19.15
Engage Life Coordinator	<b>\$18.88</b>	\$19.40	\$19.93
Bus Driver	<b>\$18.45</b>	\$18.96	\$19.48
Housekeeper	<b>\$18.45</b>	\$18.96	\$19.48
Kitchen Utility Worker	<b>\$18.11</b>	\$18.61	\$19.15
Waitstaff	<b>\$18.11</b>	\$18.61	\$19.15
Porter	\$20.17	\$20.72	\$21.29

**ARTICLE 28 – SHIFT PREMIUM**

28.01 Employees will be paid an hourly shift premium of \$0.50 per hour for hours worked between 7 pm and 7 am. For greater clarity, an employee must work a minimum of one hour between 7 pm and 7 am in order to be eligible for the hourly shift premium and will not be eligible to receive the hourly shift premium (or a portion of that hourly shift premium) if they are work less than one hour between 7 pm and 7 am.

**DATED at Peterborough, Ontario, this 4th day of February, 2026.**

<b>VENTAS CANADA RETIREMENT III, LP</b>	<b>THE CANADIAN UNION OF PUBLIC EMPLOYEES AND ITS LOCAL 5129</b>
<i>Leo Mirabile</i>	
Leo Mirabile	Jay Berberick
<i>Alison Carey</i>	
Alison Carey	Heather Blackburn
<i>Zach Hoyt</i>	
Zachary Hoyt	Laura Hatherly
	
	Greg Ackerman

**LETTER OF UNDERSTANDING #1 RE: STUDENTS**

The parties acknowledge and agree that, notwithstanding the fact that students are excluded from the bargaining unit description set out in Article 3 (Recognition) of the Collective Agreement, during the term of the Collective Agreement, a student who works in a classification set out in Article 27 (Wages) of this Collective Agreement will be treated the same as a bargaining unit employee within that classification and subject to all the rights and obligations set out in this Collective Agreement applicable to bargaining unit employees. The Employer will remit and deduct union dues on behalf of such students. Students who are employed by the Employer outside of the classifications set out in Article 27 (Wages) during the term of the Collective Agreement will be excluded from the bargaining unit.

For greater clarity, as used in the Collective Agreement and in accordance with the *Employment Standards Act, 2000* (Ontario), as amended, a “student” means an employee under the age of 18 who works no more than 28 hours a week when school is in session or who works during a school holiday.