

COLLECTIVE AGREEMENT

-between-

Chartwell Waterford Retirement Residence

(hereinafter referred to as the "Employer")



-and-

The Canadian Union of Public Employees, and its Local 1404.07

(hereinafter referred to as the "Union")

CUPE

Term: April 25, 2024 to April 24, 2026

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PREAMBLE

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

1. To maintain and improve the harmonious relations and settled conditions of employment between the Employer and the Union.
2. To recognize the mutual value of joint discussions and negotiations in all matters pertaining to working conditions.
3. To encourage efficiency in operation.
4. To promote the morale, well-being, and security of all the employees in the bargaining unit of the Union.
5. Both parties agree to act in a fair and reasonable manner.
6. It is the desire of the parties to provide compassionate care for the residents to meet their physical and emotional needs and treating them with respect and dignity they deserve.

ARTICLE 1 – MANAGEMENT RIGHTS

1.01 MANAGEMENT RIGHTS

Except where specifically modified by the terms of this Agreement, the Union acknowledges that all Management rights and prerogatives are vested exclusively with the Employer. The Employer has the exclusive right to manage and direct its operations and affairs in all respects. These rights and functions shall include, but are not limited to:

1. to maintain order and efficiency.
2. to hire, promote, transfer, suspend and re-hire employees and to discipline or discharge any employee for just cause provided that a claim by an employee who has acquired seniority that they have been discharged or disciplined without just cause may be the subject of a grievance and dealt with as hereinafter provided.
3. to determine and establish standards and procedures for the care, welfare, safety, and comfort of the guests in the Facility, and to maintain order, discipline, and efficiency and in connection therewith to establish and enforce rules and regulations, policies and practices from time to time to be observed by its employees and to alter such rules and regulations provided that such rules and regulations shall not be inconsistent with the provisions of this Agreement. Such rules will be made available to all employees and to the Union. The Employer reserves the right to introduce new rules from time to time, copies of which will also be made available to all employees and the Union.

4. to determine the number of employees to be employed, the extension, limitation, curtailment or cessation of operations or any part thereof and to determine and exercise all other functions and prerogatives which shall remain solely with the Employer except as specifically limited by the express provision of this Agreement.

1.02 NO DISCRIMINATION

The Employer and the Union agree that all employees will be protected against discrimination respecting their human rights and employment in all matters including age, race, colour, religion, creed, sex, sexual orientation, pregnancy, physical disability, mental disability, illness or disease, ethnic, or national or aboriginal origin, family status, marital status, source of income, political belief, affiliation or activity, membership in a professional association, business or trade association, Employer's organization or Employee's organization, physical appearance, residence, or the association with others similarly protected by other prohibition of the *Human Rights Code*.

ARTICLE 2 – RECOGNITION

- 2.01** This Agreement shall apply to all employees of Chartwell Waterford Retirement Residence in the Town of Oakville, Ontario, save and except office and clerical staff, concierge, supervisors, and persons above the rank of supervisor.

2.02 WORK OF THE BARGAINING UNIT

Persons whose jobs are not in the bargaining unit shall not work on any jobs which are included in the bargaining unit except for the purposes of instruction, experimenting or in emergencies.

2.03 NO OTHER AGREEMENTS

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

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

2.04 NO CONTRACTING OUT

The Employer agrees not to contract out any work of the bargaining unit to any outside agency, which would result in the layoff, as defined in Article 13 (Layoffs and Recalls), of employees within the bargaining unit.

2.05 REPRESENTATIVE OF THE CANADIAN UNION OF PUBLIC EMPLOYEES

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. Such representatives shall have access to the Employer's premises upon request, in order to investigate and assist in the settlement of a grievance and such investigation shall not disrupt the normal operations.

2.06 DEFINITION OF EMPLOYEE

- a) A "full-time" employee shall be deemed to be an employee who regularly works more than thirty (30) hours per week or sixty (60) hours bi-weekly, who makes a commitment to be available on a pre-scheduled basis as required, and in respect of whom there is advance scheduling.
- b) A "part-time" employee shall be deemed to be an employee who regularly works not more than thirty (30) hours per week or sixty (60) hours biweekly, who makes a commitment to be available on a pre-scheduled basis as required, and in respect of whom there is advance scheduling.

ARTICLE 3 – NO STRIKES OR LOCK-OUTS

3.01 NO STRIKES AND LOCKOUTS

In view of the orderly procedures established by this Agreement for the settling of disputes and the handling of grievances, the Union agrees that, during the life of this Agreement, there will be no strike, and the Employer agrees that there will be no lockout, in accordance with Provincial Government Laws (including the *Hospital Labour Disputes Arbitration Act [HLDA]*) and Regulations.

ARTICLE 4 – HARASSMENT

- 4.01** The Union and the Employer agree that they will jointly work to ensure a respectful workplace free from any type of personal or sexual harassment, discrimination, bullying, or violence. The Employer agrees to maintain a policy consistent with legislation, amended from time to time, with regards to personal or sexual harassment, discrimination, bullying or violence and agrees to include these topics in staff or management training sessions.

ARTICLE 5 – UNION SECURITY

- 5.01** The Employer, during the life of this Agreement as a condition of employment, shall deduct monthly from each employee in the bargaining unit, a sum equal to Union Dues as certified by the Union, and remit such sum within forty-five (45) days, to the National Secretary-Treasurer along with a list of employees who have been terminated in the preceding month; a list of the employees in the bargaining unit; their employee status; the amount of dues or equivalent monies currently being deducted for each employee in the preceding month; a list of the employees who have completed their probationary period in the preceding month and a copy to the Local Secretary–Treasurer.
- 5.02** All employees within the bargaining unit on the date of signing of the agreement must become members of the Union in good standing in accordance with its Constitution and Bylaws and, as a condition of employment, maintain their membership in the Union for the duration of the agreement.
- 5.03** All new employees shall, within seven (7) days of commencement of employment, become members of the Union and maintain their membership in the Union for the duration of the agreement. The Employer agrees to sign into the Union all such employees.
- 5.04** Union dues deducted from the pay of each employee will be shown on the employee's T4 slip. The Union and its members shall hold the Employer harmless with respect to any liability which the Employer might incur as a result of the deductions and remittance.
- 5.05** Quarterly every calendar year, the Employer shall provide to the Union President an electronic list of all employees in the bargaining unit, their status, job titles, home addresses, email addresses, home telephone numbers known to the Employer.
- The Employer shall provide the opportunity for a union-designated representative to meet with any new employees hired within their probationary period. Such meetings shall not exceed fifteen (15) minutes in duration or incur any additional expense for the Employer.
- 5.06** The Employer will continue to permit the use of its premises for the purposes of Union meetings without cost to the Union. Provided the Union seeks approval in advance and space is available.

ARTICLE 6 – CORRESPONDENCE

- 6.01** All correspondence between the parties, arising out of this Agreement or incidental thereto, shall pass to and from the General Manager or their designate and the President of the Union.

ARTICLE 7 – LABOUR-MANAGEMENT

7.01 LABOUR MANAGEMENT

a) 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.

b) Union Representatives and Committee Members

Union representatives and committee members shall be entitled to leave their work during working hours in order to carry out their functions under this Agreement, including, but not limited to, the investigation and processing of grievances and attendance at meetings with the Employer. Permission to leave work during working hours for such purposes shall first be obtained from the immediate supervisor. Such permission shall not be unreasonably withheld. All time spent in performing such Union duties, including work performed on various committees, shall be considered as time worked. Time spent at arbitration will be billed back to the local.

7.02 BARGAINING COMMITTEE

A Bargaining Committee shall be appointed and consist of not more than three (3) members of the Employer, as appointees of the Employer, and three (3) members of the Union which will include the Unit Chair, plus the President of CUPE Local 1404, the Vice-President of CUPE Local 1404 and a CUPE National Representative as appointees of the Union. The Union will advise the Employer in writing of the Union nominees to the Committee. The bargaining committee will be reimbursed for time lost for all regularly scheduled hours for the purpose of negotiations.

7.03 LABOUR-MANAGEMENT RELATIONS 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 and to promote cooperative workplace issues and workplace productivity, it being understood that such Committee shall have no right to usurp the power of the negotiation or grievance committees. The committees shall meet quarterly and all matters for discussion shall be submitted to the Committee Chair previous to each meeting to be placed on the agenda. By mutual agreement of the parties, the number of representatives on the Labour Management Committee may be increased. Employees shall not suffer any loss of pay for regular scheduled time spent with this Committee.

The parties agree to the importance of addressing workload issues as they arise, in the workplace. Therefore, the parties agree issues related to workload will be included as agenda items at all regularly scheduled Labour Management Meetings between the Union and the Employer. Workload Issues will be documented in the Labour Management meeting minutes and timelines will be recorded to ensure tracking and resolution.

ARTICLE 8 – GRIEVANCE PROCEDURE

8.01 ELECTION OF UNION REPRESENTATIVES

In order to provide an orderly and speedy procedure for the settling of grievances, the Employer acknowledges the right of the Union to appoint or elect Union Representatives, whose duties shall be to assist any employee whom the Union Representative represents, in preparing and in presenting their grievance in accordance with the grievance procedure.

8.02 NAMES AND TITLES OF UNION REPRESENTATIVES

The Union shall notify the Employer in writing of the names and titles of each Union Representative, before the Employer shall be required to recognize them.

8.03 GRIEVANCE COMMITTEE

The Grievance Committee shall be composed of two (2) members of the Union plus the Union Steward directly involved with the grievance and the President of Local 1404.

8.04 UNION REPRESENTATION

No Union representative or employee shall leave their work area without obtaining the permission of their immediate supervisor. Grievance discussions shall take place where resident service is not affected. Union representatives shall be permitted to represent an employee's interest without loss of pay for regularly scheduled hours.

8.05 DEFINITION OF A GRIEVANCE

"Grievance" means any difference arising out of the interpretation, application, administration, or alleged violation of the collective agreement between the Employer and any employee or employees bound by this collective agreement, including any question as to the arbitrability of a grievance. All grievances shall be submitted and replied to in writing.

8.06 SETTling OF GRIEVANCES

Grievances shall be processed in the following manner:

Step One - Complaint Stage

The employee, who may choose to be accompanied by a steward, shall first discuss the grievance with their immediate supervisor or their designate within seven (7) calendar days after the date on which they became aware of the action or circumstances giving rise to the grievance. If the grievance is not settled at this step within seven (7) calendar days of raising the complaint, then;

Step Two

The grievance shall be reduced to writing and signed by the employee and a steward and shall be presented to the General Manager or their designate by a steward who shall discuss the grievance. Within seven (7) calendar days of receipt of the written grievance, the General Manager or their designate shall give their written reply. If the grievance is not settled at this step, then;

Step Three

The Grievance Committee and representatives appointed by the Employer, shall meet within twenty-one (21) calendar days or at another mutually agreed to time to discuss the grievance. At this step of the grievance procedure, each party shall provide to the other a statement of facts and copies of all relevant documents. The findings or decisions of the Employer shall be presented to the Union in writing within fourteen (14) calendar days of the meeting. If the grievance is not settled at this step, either party may refer the grievance to arbitration under Article 9 within ten (10) calendar days. The Employer agrees that their representatives at the Step Three meeting have the authority to resolve grievances.

8.07 POLICY & GROUP GRIEVANCES

Where a dispute involving a question of policy, general application, or interpretation occurs, or where a group of employees or the Union has a grievance, this grievance may be submitted at Step 2.

8.08 GRIEVANCE MEDIATION

Failing satisfactory settlement being reached at Step 3, upon mutual agreement, the grievance may be referred to an impartial grievance mediator.

The selection of the mediator will be made jointly by both the Union and the Employer.

The costs of the mediator shall be shared equally between the Employer and the Union.

8.09 DEFINITION OF WORKING DAYS

"Working day" as used in the grievance and arbitration procedure shall mean a day other than Saturday, Sunday, or a recognized holiday.

8.10 REFERRAL TO ARBITRATION

If arbitration of any grievance is to be invoked, the request shall be made by either party within ten (10) working days after the dates of the reply at Step 3.

8.11 MEETING ROOMS FOR GRIEVANCES

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

ARTICLE 9 – ARBITRATION

9.01 REFERRAL TO ARBITRATION

It is agreed by the parties hereto that any difference of opinion relating to the interpretation, application or administration of this Agreement which cannot be settled after exhausting the grievance procedure shall be settled by arbitration. A Notice of Intent to Arbitrate shall be forwarded to the other party within the time limits set out in Article 8 and such notice shall contain the name of the Union's nominee to the Arbitration Board. Within seven (7) working days from the receipt of the Notice of Intent to Arbitrate, the other party must in turn name their nominee. A third person, to act as Chairperson, shall be appointed by the respective nominees. Should either party fail to name their nominee within seven (7) working days or should the nominees fail to appoint a Chairperson within fourteen (14) working days from the date of their appointment, either party or their nominee shall request the Office of Arbitration, Ontario Ministry of Labour, to make the appropriate appointment.

9.02 PAYMENT FOR BOARD OF ARBITRATION

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

9.03 POWERS OF THE BOARD

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

9.04 DECISION OF THE BOARD

The Arbitration Board shall hear and determine the matter and shall issue a decision which shall be in writing and contain the reasons for the decision. The decision of the majority shall be the decision of the Arbitration Board, but if there is no majority decision, the decision of the Chairperson will govern.

9.05 TIME LIMITS

The time limits mentioned in this article and in the preceding article may be extended by mutual written agreement of the parties. A failure to comply with any of these time limits may be relieved by the Board of Arbitration.

9.06 SINGLE ARBITRATOR

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

ARTICLE 10 – DISCHARGE, SUSPENSION AND DISCIPLINE

10.01 a) Right to Have a Union Representative Present

Employee's will be entitled to union representation when disciplinary action, which is to be recorded in the employee's personnel file. The employee shall have the right to the presence of the Union Representative.

b) Warnings

Disciplines of any nature will be provided in the presence of a steward; a copy will be provided to the Union.

10.02 DISCHARGE PROCEDURE

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

10.03 MAY OMIT GRIEVANCE STEPS

An employee considered by the Union to be wrongfully or unjustly discharged or suspended shall be entitled to omit Step 1 of the Grievance Procedure.

10.04 ACCESS TO PERSONNEL FILE

Upon giving five (5) calendar days' notice, an employee shall have the opportunity to review the contents of their personnel file at a mutually agreeable time with the Employer and the presence of a union steward.

10.05 CLEARING THE FILE

The personnel record or file of an employee shall be cleared after a period of fifteen (15) months, except in the cases of resident abuse which shall be eighteen (18) months from the date of any disciplinary action having been taken by the Employer, to remove any indication of such action provided there are no similar incidents.

10.06 RIGHT TO HAVE A STEWARD PRESENT

An employee shall have the right to have their Steward present at any discussion with supervisory personnel, which the employee believes might be the basis of disciplinary action. Where a Supervisor intends to interview an employee for disciplinary purposes, the Supervisor shall notify the Union and the employee in advance of the purpose of the interview. The Employer shall advise the employee of their right to having union representation present.

ARTICLE 11 – SENIORITY

11.01 SENIORITY DEFINED

Seniority shall be defined as the length of the employee's continuous employment with the Employer, including service with the Employer prior to certification or recognition with the Union.

Part-time and casual will accrue seniority based on hours worked, 1 year = 1800 hours.

Seniority shall operate on a bargaining unit wide basis.

11.02 SENIORITY LIST

The Employer shall maintain separate seniority lists for full-time and part-time employees showing the hours and date upon which each employee's service in the bargaining unit began. 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 they have completed their probation period as outlined in Article 11.03.

11.03 PROBATIONARY EMPLOYEES

Newly hired employees shall be considered on a probationary basis for a period of six (6) months or 450 hours 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 their probation 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.

11.04 LOSS OF SENIORITY

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 should only lose their seniority in the event of:

- a) discharge for just cause and is not reinstated;
- b) voluntary resignation and does not rescind within 24 hours;
- c) layoff in excess of eighteen (18) months;
- d) failure to signify intention to return to work within seven (7) working days of the receipt of the notice of recall, which shall be in writing to the last known address of the employee according to the records of the employer, or failure in fact to return to work within a further seven (7) working days of such signification. An employee who so fails shall forfeit their claim to re-employment;
- e) is absent from work for three (3) or more consecutive working days without providing a satisfactory explanation and without notifying the Supervisor or designate;
- f) utilizes a leave of absence for purposes other than those for which the leave may have been granted;
- g) fails to return to work after the completion of a leave of absence granted by the Employer unless through sickness or sufficient cause;

11.05 TRANSFERS AND SENIORITY OUTSIDE THE BARGAINING UNIT

No employee shall be transferred to a position outside the bargaining unit without their written consent. An employee who is transferred or promoted to a position outside the bargaining unit shall not accumulate seniority. In the event the employee is returned by the Employer to a position in the bargaining unit within twelve (12) months, they shall be credited with the seniority held at the time of transfer and/or promotion and resume accumulation from the date of their return to the bargaining unit. An employee not returned to the bargaining unit within twelve (12) months shall forfeit bargaining unit seniority.

ARTICLE 12 – TRANSFERS AND PROMOTIONS

12.01 a) JOB POSTINGS

When a vacancy occurs, or a new position is created within the bargaining unit, within seven (7) days of the vacancy, the Employer shall post a notice on the Employer's main bulletin boards with a copy to the Union. The position shall be posted for a period of seven (7) working days so that interested employees can apply. The name of the successful applicant shall be posted on the Employer's main bulletin board.

b) TEMPORARY VACANCIES

Temporary vacancies anticipated to be less than six (6) 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.

c) SUCCESSFUL APPLICANT

The successful applicant for a permanent full-time vacancy will fill the vacancy within fourteen (14) calendar 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 fourteen (14) calendar days from the date the employee was awarded the vacancy unless there are circumstances beyond the reasonable control of the Employer.

12.02 INFORMATION IN POSTINGS

The job posting notice shall contain the title, qualification, status, shift, hours, and wage rate.

12.03 NO EXTERNAL APPLICANTS

No external applicants shall be considered until all present employees and those laid off have had full opportunity to apply.

12.04 RECOGNITION OF SENIORITY

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

12.05 TRIAL PERIOD

The successful applicant shall be placed on trial for a period of forty-five (45) working days for full-time and 337.5 hours worked for part-time or part-time casual. Conditional on satisfactory service, such trial promotion shall become permanent after the above time frames.

In the event the successful applicant proves unsatisfactory in the position during the aforementioned trial period, or if the employee finds themselves unable to perform the duties of the new job classification, they shall be returned to their former position and salary without loss of seniority.

Any other employee promoted or transferred because of the rearrangement of positions shall also be returned to their former position and salary without loss of seniority.

Any unsuccessful applicants for the original posting will then be considered in accordance with Article 12.05. If there were no unsuccessful applicants, then the position would be reposted.

12.06 POSTINGS WHILE ON VACATION OR LEAVE

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

12.07 UNION NOTIFICATION

The Union shall be notified of all appointments, hirings, layoffs, recalls and terminations of employment.

Notices of such appointments shall also be posted.

12.08 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) working 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 a Board of Arbitration, or Arbitrator as the case may be, shall be based on the relationship established by comparison with the rates for other classifications in the bargaining unit having regard to the requirements of such classifications.

ARTICLE 13 – LAYOFFS AND RECALLS

13.01 LAYOFFS AND REHIRING PROCEDURE

Both parties recognize that job security should increase in proportion to length and quality of service. Therefore, in the event of a layoff, employees shall be laid off in reverse order of seniority, in accordance with Article 11 – Seniority. Employees shall be recalled in the order of their seniority, providing they are qualified to do the work.

13.02 Layoffs, under the provisions of this collective agreement shall include the reduction of daily or biweekly hours of any full-time or regular part-time employee.

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

13.03 NOTICE OF LAYOFF

In the event of a proposed layoff of thirteen (13) weeks or more, the Employer will:

- a) provide the Union with 31 workdays notice prior to its implementation. This notice is not in addition to required notice for individual employees.
- b) provide affected employees with notice in accordance with the *Employment Standards Act*.

13.04 LAYOFF PROCEDURE

- a) In the event of layoff, the Employer shall lay off employees in reverse order of their 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 layoff shall have the right to either:
 - i) accept the layoff; or
 - ii) displace an employee who has:

- less bargaining unit seniority in a lower or identical paying classification; and
 - who has scheduled hours less than or equal to the employee being laid off; and
 - if the employee originally subject to lay off is qualified for and can perform the duties without training other than orientation.
- iii) An employee who wishes to exercise their right to displace another employee with less seniority shall advise the Employer within seven (7) days of the date of the notice of layoff issued by the Employer.
- iv) For the purpose of the operation of clause (b) ii), laid off part-time employees shall not have the right to displace full-time employees.
- v) In the event that an employee is laid off from the full-time bargaining unit and provided that no other full-time bargaining unit positions are available for which the employee is qualified and able to perform, the full-time bargaining unit employee shall then be allowed to displace a part-time bargaining unit employee with less seniority provided that the employee is qualified and able to do the work available.

13.05 RECALL

An employee shall have opportunity of recall from layoff to an available opening, in order of seniority, providing they have the ability and qualifications to perform the work, and provided such opening is first posted under the job posting procedure contained herein and has not been filled. Vacancies during a layoff/recall will be posted in accordance with Article 11 of the collective agreement. Once the job vacancy has been filled under the job posting procedure any consequent vacancy created by the filling to the original vacancy shall be offered as an opportunity of recall from layoff to an available vacancy as set out below in this article.

- a) In determining the ability and qualifications 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.
- b) An employee recalled to work in a different classification from which they were laid off shall have the privilege of returning to the position held prior to the layoff should it become vacant.
- c) 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 provisions, or have been found unable to perform the work available.
- d) The Employer shall notify the employee of recall opportunity by registered mail, addressed to the last address on record with the Employer. The notification shall

state the job to which the employee is eligible to be recalled and the date and time at which the employee shall report to work. It is the sole responsibility of the employee who has been laid off to notify the Employer of their intention to return to work within five (5) working days after being notified.

Notification shall be deemed to have been received on the fourth (4th) day following the date of mailing.

- e) Employees on layoff shall be given preference for temporary vacancies, which are expected to exceed thirty (30) working days. An employee who has been recalled to such temporary vacancy shall not be required to accept such recall and may instead remain on layoff. Employees on recall are responsible for the maintenance of any skills and/or required licences to practice return to work.

ARTICLE 14 – HOURS OF WORK

14.01 NORMAL HOURS OF WORK

The normal hours of work shall be:

For those employees who normally work seven and one-half (7.5) hours per day, exclusive of an uninterrupted unpaid thirty (30) minute meal break. The normal days per week shall be six (6) days per week with a week being the period from Monday to Sunday.

In no instance will any employee be required to work more than six (6) consecutive days without receiving their day off. Nothing in this article shall be construed as a guarantee of hours per day, or days per week.

All hours shall be distributed by seniority provided there is no overtime incurred.

Regular part-time employees wishing to pick up a seven (7th) shift per week shall be allowed to (seniority allowing) providing the shift does not cause the Employer to incur overtime costs.

14.02 DAYS OFF

Employees will not be required to work more than six (6) consecutive days without receiving a minimum of two (2) consecutive days off duty.

14.03 WORKING SCHEDULE

The hours of work of each employee for a period of not less than four (4) weeks shall be posted in an appropriate place at least two (2) weeks in advance. The schedule will be posted in ink and will not be changed without the consent of the employee involved. The Union shall receive a copy of the said schedules on request. There shall be no split shifts.

14.04 CALL-IN PROCEDURE

Additional shifts will be offered to employees in the following order:

1. Available part-time employees with a regular schedule and within the required classification who have less than 75 hours scheduled for the pay period, in order of their seniority.
2. Available unscheduled part-time employees within the required classification who have less than 75 hours for the pay period, in order of their seniority.
3. Full-time employees within the required classification in order of their seniority, as overtime.
4. Available qualified part-time employees outside the required classification who have less than 75 hours scheduled for the pay period, in order of their seniority.
5. Qualified full-time employees outside the required classification in order of their seniority, as overtime.

14.05 AVAILABILITY FORMS

Availability forms for part-time employees interested in picking up additional shifts must be submitted by the 15th of each month for the following month.

14.06 REST PERIOD

All employees shall be permitted lunch and rest periods as follows in an area made available by the Employer.

Up to and including five and one-half (5.5) hours shall receive one (1) paid 15-minute break. More than five and one-half (5.5) hours shall receive two (2) paid 15-minute breaks.

In addition to the above, any shift over five (5) hours will also be entitled one half (1/2) hour unpaid lunch.

14.07 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 workplace. The reporting allowance outlined as herein shall not apply whenever an employee has received prior notice not to report for work.

14.08 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. Requests for a shift exchange must be submitted to management no later than seventy-two (72) hours in advance of the request, where possible. Such permission

will not be unreasonably withheld provided each employee has the appropriate skills and training in the position.

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.

14.09 TIME OFF BETWEEN SHIFTS

Employees are to be allowed a minimum of eleven (11) hours off between the ending of one scheduled shift and the commencing of the other scheduled shift. Where the eleven (11) hours is not granted, the employee shall be paid such hours of work at the rate of time and one-half (1½).

14.10 SENIORITY FOR SHIFT PREFERENCE

The Employer shall determine the shifts to be worked. The employee with the most seniority shall be given shift preference, provided they have given their availability to the Employer.

14.11 STANDARD/DAYLIGHT SAVINGS TIME

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

ARTICLE 15 – OVERTIME

15.01 OVERTIME RATES

Authorized worked performed in excess of seven and one-half (7½) hours of work per day or seventy-five (75) hours of work in a two (2) week period including authorized work on the employee's scheduled days off which takes them in excess of seventy-five (75) hours of work in a two (2) week period will be counted as overtime and will be paid at the rate of time and one half (1½) the employee's regular hourly earnings.

Employees who are scheduled to work less than seventy-five (75) hours in a two (2) pay period will not qualify for overtime on assigned day(s) off until they have completed seventy-five (75) hours of work in the scheduled two (2) week pay period.

15.02 NO LAY OFF TO COMPENSATE FOR OVERTIME

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

15.03 DISTRIBUTION OF OVERTIME

Overtime shall be offered in order of seniority to the employees who are willing and qualified to perform the work that is available, and any residual overtime may be assigned to such employees in reverse order of seniority.

15.04 MINIMUM CALL-BACK TIME

When an employee is called back to work after leaving the workplace, such employee shall be paid at time and one-half (1.5) their regular rate of pay for actual hours worked with a minimum of four (4) hours of such pay.

15.05 NO DUPLICATING OR PYRAMIDING OF OVERTIME

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

However, time worked on a paid holiday shall be counted as part of the normal workweek.

15.06 MEAL ALLOWANCE

An employee required to work more than two (2) hours of overtime shall be provided with a meal by the Employer.

ARTICLE 16 – STATUTORY HOLIDAYS

16.01 The following days are paid statutory holidays:

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

16.02 WORK ON SCHEDULED HOLIDAYS

A full-time employee who is required to work on any of the above-mentioned holidays shall receive one and one-half (1½) times their regular rate of pay for all hours worked on that day as well as straight time pay for the holiday. Alternatively, by mutual agreement

between the full-time employee and the Employer, the regular full-time employee may opt to receive one and one-half (1½) times their regular rate of pay for all hours worked on that day and shall receive another day off with regular rate of pay which must be taken within thirty (30) days. If it is the employee's decision to schedule another day, they will inform the Employer, in writing, of the preferred date seventy-two (72) hours in advance of the master schedule posting date. Approval is subject to operational requirements.

Part-time employees who are required to work on any of the above-mentioned holidays shall receive holiday pay at the rate of one and one-half (1½) times their regular straight time rate of pay.

In accordance with the *Employment Standards Act*, holiday pay for part-time and part-time casual employees not scheduled to work shall be calculated by adding the regular wages and vacation pay payable in the four (4) work weeks before the work week in which the holiday occurred and divide this sum by twenty (20).

16.03 An employee shall not be paid for any recognized holiday if they:

- a) do not work on such a holiday if scheduled to do so unless a reason satisfactory to the Employer is provided.
- b) are absent the scheduled shift immediately preceding or the scheduled shift immediately following the holiday unless a reason acceptable to the Employer has been submitted or has been absent from work by any reason or any rights granted them under other provision of this agreement.
- c) do not, upon request, produce a medical certificate for illness occurring on the scheduled shift immediately preceding or following the holiday.

16.04 HOLIDAYS FOR DAYS OFF

When a statutory holiday falls on an employee's scheduled day off, an additional day off with pay will be scheduled.

16.05 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, unless otherwise mutually agreed.

ARTICLE 17 – VACATION

17.01 LENGTH OF VACATIONS

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

Full-Time

Less than one (1) year of service	10/12 of a day for each month worked at four percent (4%) of total earnings
One (1) year of service but less than five (5)	Four percent (4%) of gross earnings not to exceed ten (10) working days
Five (5) years of service but less than ten (10)	Six percent (6%) of gross earnings not to exceed 15 working days
Ten (10) years of service but less than fifteen (15)	Eight percent (8%) of gross earnings not to exceed twenty (20) working days
Fifteen years of service	Ten percent (10%) of gross earnings not to exceed twenty-five (25) working days

Part-Time

For the purposes of vacation entitlement, part-time employees credited with one (1) year of service for each 1800 hours worked.

17.02 HOLIDAYS DURING VACATION

- a) If a paid holiday falls or is observed during a full-time employee's vacation period, they shall be granted an additional day's vacation with pay for each holiday, in addition to their regular vacation time.
- b) For part-time employees, week is defined as a regular scheduled week (i.e., employees who work two (2) days a week would be entitled to those two (2) days off for vacation purposes.

17.03 VACATION PAY ON TERMINATION

An employee terminating their employment at any time in their vacation year before they have had their vacation shall be entitled to be paid out the corresponding percentage of earned wages in lieu of such vacation.

17.04 PREFERENCE IN VACATION

Vacation shall be granted first on the basis of seniority.

17.05 VACATION SCHEDULES

The vacation year shall be the calendar year beginning January 1.

Deadlines for submitting vacation requests shall be as follows: for vacations falling in June, July and August, vacation requests must be made no later than March 15th. The vacation schedule for this period shall be posted no later than May 1st. For vacations falling between September and May, vacation requests must be made no later than June 15th, the vacation schedule for this period shall be posted no later than August 1st.

17.06 UNBROKEN VACATION PERIOD

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

17.07 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 on vacation.
- b) It is understood that the Employer will reschedule vacation for an employee whose vacation would be interrupted by a serious illness occurring immediately prior to the scheduled vacation.

ARTICLE 18 – SICK LEAVE PROVISIONS

18.01 SICK DAYS (FULL-TIME ONLY)

Position-holding employees who have completed one (1) year of uninterrupted service shall be entitled to six (6) paid sick days per calendar year. Sick days shall be paid according to the number of hours that the employee would have normally worked on those days. Sick days cannot be monetized, i.e., converted to cash, or transferred (carried over) from one year to another.

18.02 If an employee is required to produce a medical certificate from their medical practitioner, any costs incurred by the employee in obtaining the certificate will be covered by the Employer up to a maximum of twenty dollars (\$20.00).

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

ARTICLE 19 – LEAVE OF ABSENCE

19.01 GENERAL LEAVE

The Employer may grant a leave of absence without seniority and without pay for valid reason based on operational requirements. Such request shall be provided, in writing, to the Employer, at least forty-five (45) days in advance and if possible, setting out the reasons for the leave. Approval shall be given in writing by the Employer.

Employees on approved leave of absence must not engage in any gainful employment.

All accumulated paid holidays and vacation must be utilized prior to the commencement of the leave.

The Employer shall not unreasonably withhold permission for the leave; however, the Employer has the right to refuse a leave of absence if such leave would unreasonably interfere with normal day to day operations.

Upon conclusion of the leave of absence, the employee will be reassigned to the position which they formerly held or in the event the position no longer exists, to any other available position in accordance with their qualifications and seniority.

19.02 LEAVE FOR UNION FUNCTION

Upon three (3) weeks notification to the Employer, an employee elected or appointed to represent the Union at Union functions shall be allowed a leave of absence with pay and benefits and without loss of seniority. The Union shall reimburse the Employer for receipt of such pay.

19.03 LEAVE OF ABSENCE FOR FULL-TIME UNION OR PUBLIC DUTIES

An employee shall be granted leave of absence without pay to attend Union business on a full-time basis, for a specific period of time and such employees shall retain all the rights and privileges accumulated prior to obtaining such leave. Seniority shall continue to accumulate during such leave of absence and shall apply to such provisions as annual vacations and promotions.

19.04 BEREAVEMENT LEAVE

Employees who have completed their probationary period may, in the event of a death, take an uninterrupted leave of absence, without a reduction in base pay, between the date of death and the funeral under the following circumstances:

- a) Death of a parent, spouse, sibling, child, or spouse's child: five (5) days.
- b) Death of a parent-in-law, child-in-law, sibling-in-law, grandparent, grandchild, aunt, uncle, cousin, or a person with whom the employee had a significant familial relationship with: three (3) days.

- c) In all cases set out in this section, employees must notify Chartwell as soon as possible after learning of the death.
- d) Employees may elect to set aside one (1) day of entitlement for a memorial or burial service to be held at a later date.

19.05 PREGNANCY AND PARENTAL LEAVE

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

Credits for service for the purpose of salary increments, vacations, or any other benefit included and prescribed under the *Employment Standards Act* shall continue and seniority shall accumulate during the leave.

19.06 JURY AND WITNESS 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 a court proceeding in which the Crown is a party, or is required by subpoena to attend a court of law or coroner's inquest in connection with a case arising from the Employee's duties at the Home, the Employee shall not lose regular pay because of such attendance, provided that the Employee:

- a) notifies the Home immediately on the Employee's notification that they will be required to attend at court;
- b) presents proof of service requiring the Employee's attendance; and
- c) provides with the Home the full amount of compensation received, excluding mileage, travelling and meal allowance, and an official receipt thereof.

19.07 OTHER LEAVES

A number of leaves are available to employees under provincial legislation:

- Crime Related Death or Disappearance of a Child Leave
- Critically Ill Child Care Leave
- Family Caregiver Leave
- Family Medical Leave
- Organ Donor Leave
- Parental Leave
- Personal Emergency Leave
- Pregnancy Leave
- Reservist Leave

ARTICLE 20 – PAYMENT OF WAGES AND ALLOWANCES

20.01 SHIFT PREMIUM

- a) The Employer agrees to pay a shift premium of twenty-five cents (\$0.25) per hour to employees for each hour worked when between the hours of 11:00 pm and 7:00 am.
- b) The Employer agrees to pay a shift premium of twenty cents (\$0.20) per hour to employees for each hour worked when between the hours of 3:00 pm and 11:00 pm.
- c) The Employer agrees to pay a shift premium of fifteen cents (\$0.15) per hour to employees for each hour worked when between the hours of Friday at 11:00 pm and Sunday at 11:00 p.m. in addition to other premium entitlements.
- d) When an employee in another classification performs the duties of a UCP they shall be entitled to a \$1.00 per hour premium, for all hours worked on the assigned shift.

20.02 PAY DAYS

The Employer agrees that wages will be paid bi-weekly on every second (2nd) Friday.

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

If an employee is under paid, the following applies:

- If the amount of the error is equal 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 three (3) business days of the error being brought to the Employer's attention.
- Errors for lesser amounts will normally be corrected on the next pay.

20.03 UNIFORMS

According to the company policy on certain positions, Chartwell shall provide, at no cost to the employee, mandatory full or partial uniforms and replace them as needed. Details of the uniform shall be decided upon by Chartwell.

When uniforms are not provided, the employee shall adhere to the company's dress code.

20.04 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 subjected to the overtime provisions of the collective agreement.

ARTICLE 21 – BENEFITS

21.01 GROUP BENEFIT INSURANCE

To be eligible for the group benefit insurance plan, an employee must be working thirty (30) or more hours per week and have completed three (3) months of employment.

Group insurance plan premiums are shared by Chartwell and employees with contribution rates of seventy-five (75%) percent paid by Chartwell and twenty-five (25%) percent paid by the employee.

Group insurance plan premiums are shared by Chartwell and employees with contribution rates of eighty (80%) percent paid by Chartwell and twenty (20%) percent paid by the employee.

Effective March 1, 2026, all part-time employees shall receive compensation of four (4%) percent of regular wages for each hour worked, above their regular rate of pay, in lieu of benefits.

21.02 Policy # 93367

Waiting Period: 3 Months

Carrier: Medavie Blue Cross

Eligibility: 30 Hours per week

Renewal: February 1

Cost Sharing: 80% Employer Paid

Class: 769 – Non-Union, Non-Management Employees

Notes: Definition of a child – 21/25 accredited educational institute

Benefit	Details	769
Life	Flat Reduction Termination	\$25,000 50% age 65 Age 70
AD&D	Flat	Equal to Life Insurance
Dependent Life	Amount Termination	Spouse - \$5000 Each Child - \$2500 EE Age 70
Health	Deductible Coinsurance Aggregate Maximum Hospital Drugs	Nil 100% Emergency OOC, 80% all other EHC \$5,000,000 per insured per lifetime N/A Drug Card – see below

	Paramedical max/ Practitioners Rn or RNA Services Convalescent Home Care Hearing Aids Orthopedic Shoes Orthodontics Termination Travel Assist	\$300/practitioner/cy, includes: Speech Therapist, Massage Therapist, Psychologist, Chiropractor, Osteopath, Chiropodist/Podiatrist, Physiotherapist, Acupuncturist or Naturopath. \$5000/cy \$20 per day \$500/5 years \$300 per calendar year \$300 per calendar year Age 70 Yes
Pay Direct Drug Card	Definition Coinsurance Maximum Deductible Dispensing Fee Generic Annual Drug Maximum Inclusions Exclusions	Legally requiring a prescription 90% \$5000/cy Nil \$7.00 dispensing fee cap Generic Drugs, lowest priced equivalent Unlimited Diabetic Supplies, Preventative Vaccines, IUDs & Diaphragms, Contraceptive drugs, rings, and patches Fertility drugs, Anti-Obesity, smoking cessation, ED
Vision	Eyeglasses Eye Exams Visual Training	\$300/24 months N/A N/A
Dental	Deductible Coinsurance Maximum Coverage Recall Fee Guide Survivor Benefit Termination	Nil 80% Basic \$1500/cy Basic (Diagnostic, Preventative, Minor Restorative, Periodontics, Endodontics, Denture relining and rebasing) 9 months 1 year lag Not covered Age 70

ARTICLE 22 – NURSING HOMES AND RELATED INDUSTRIES PENSION PLAN

Effective the first pay period immediately following date of ratification/award the following Article shall apply.

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

22.01 “Plan” is defined as the Nursing Homes and Related Industries Pension Plan, being a multi-employer plan.

“Applicable Wages” is defined as the basic straight time wages for all hours worked, including:

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

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

“Eligible Employee” is defined as full-time and part-time employees in the bargaining unit who have completed nine hundred seventy-five (975) hours of service and who are not prohibited from contributing to the Plan by legislation or the Plan rules because of their age or because they are in receipt of a pension from the Plan.

22.02 Each eligible employee covered by this collective agreement shall contribute from each pay period an amount equal to one (1%) percent of applicable wages to the Plan. The Employer shall contribute on behalf of each eligible employee for each pay period, an amount equal to one (1%) percent of applicable wages to the Plan.

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

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

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

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

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

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

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

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

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

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

- i) To be provided once only at Plan commencement:
 - Date of hire
 - Date of birth
 - Date of first contribution
 - Seniority list to include hours from date of hire to Employer's fund entry date (for purposes of calculating past service credit)

- ii) To be provided with each remittance:
 - Name
 - Social Insurance Number
 - Monthly Remittance
 - Pensionable earnings
 - Year to date contributions
 - Employer portion of arrears owing due to error, or late enrolment by the Employer

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

- iv) To be provided annually but no later than December 1st:
 - Current complete address listing
 - Details of all absences of members from the workplace due to an injury for which the member received Workplace Safety and Insurance Board benefits

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

22.06 The Employer agrees to be bound by the terms of the agreement and Declaration of Trust and the rules and regulations of the Plan adopted by the Trustees, both as may be amended from time to time.

ARTICLE 23 – HEALTH & SAFETY

23.01 The Employer and the Union agree that they mutually desire to maintain standards of safety and health in the Home, in order to prevent injury and illness and abide by the Occupational Health and Safety Act as amended from time to time.

23.02 JOINT HEALTH AND SAFETY COMMITTEE

Recognizing its responsibilities under the Occupational Health and Safety Act, the Employer agrees to accept as members of its Joint Health and Safety Committee, two (2) representatives selected by the Union from the bargaining unit.

Employees who are members of the Joint Health and Safety Committee will suffer no loss of earnings for time spent during regular working hours for attending committee meetings.

Where an employee is required to attend committee meetings or complete inspections outside of regularly scheduled hours, they will be paid for all hours spent in attendance at meetings or completing inspections at the appropriate hourly rate.

At least one employee representative on the committee will be trained as a certified worker member as defined in the Occupational Health and Safety Act. The Employer will pay all costs of the training, including any lost wages.

ARTICLE 24 – GENERAL CONDITIONS

24.01 BULLETIN BOARD, LOCKERS, AND BREAK ROOMS

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.

Appropriate lockers or storage space shall be provided for employees to leave their clothing or belongings during working hours.

The Employer agrees to provide a private space for employees to have their meals and change their clothes.

24.02 COPIES OF AGREEMENT

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

24.03 PLURAL TERMS MAY APPLY

Whenever the singular is used in this agreement, it shall be considered as if the plural has been used where the context of the party or parties hereto so requires.

24.04 STAFF MEETING MINUTES

The Employer shall make every effort to post the minutes of staff meetings to ensure that all affected employees have the opportunity to receive the same information.

ARTICLE 25 – RETROACTIVITY

25.01 Retroactivity to all current and former employees, payable within three (3) full pay periods from the date of ratification or award.

ARTICLE 26 – TERM OF THE AGREEMENT

26.01 EFFECTIVE DATE

The terms of this agreement shall be from April 25, 2024 to April 24, 2026 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.

Signed electronically this the 21st day of May, 2026.

FOR THE EMPLOYER

FOR THE UNION



Christina Cunningham (May 21, 2026 13:31:31 EDT)



Karen Shimoda (May 25, 2026 10:09:35 EDT)



A. Hollingsworth (May 21, 2026 16:19:21 EDT)



Kim Bowlslaugh (May 22, 2026 14:45:29 EDT)



SCHEDULE A – WAGES

Classification		August 3, 2023 (Starting)	October 1, 2023	April 25, 2024	October 1, 2024	April 25, 2025
			Minimum Wage Adjustment	3.5% increase	Minimum Wage Adjustment	3.5% increase
Dietary Aide Dishwasher Housekeeping	Start	\$16.16	\$16.55	\$17.13	\$17.20	\$17.80
	450 hrs	\$16.27	\$16.66	\$17.24	\$17.31	\$17.92
	1800 hrs	\$16.39	\$16.78	\$17.36	\$17.43	\$18.04
	3600 hrs	\$16.48	\$16.87	\$17.45	\$17.52	\$18.13
Guest Attendant Recreation Assistant	Start	\$16.42	\$16.55	\$17.39	\$17.46	\$18.06
	450 hrs	\$16.58	\$16.71	\$17.55	\$17.62	\$18.22
	1800 hrs	\$16.75	\$16.88	\$17.72	\$17.79	\$18.39
	3600 hrs	\$16.92	\$17.05	\$17.89	\$17.96	\$18.56
UCP	Start	\$18.81		\$19.47		\$20.15
	450 hrs	\$18.91		\$19.57		\$20.26
	1800 hrs	\$19.00		\$19.67		\$20.36
	3600 hrs	\$19.10		\$19.77		\$20.46
Driver	Start	\$17.31		\$17.93		\$18.55
	450 hrs	\$17.75		\$18.37		\$19.01
	1800 hrs	\$18.15		\$18.79		\$19.45
	3600 hrs	\$18.34		\$18.98		\$19.65
Cook	Start	\$18.84		\$19.50		\$20.18
	450 hrs	\$19.33		\$20.01		\$20.70
	1800 hrs	\$19.58		\$20.27		\$20.98
	3600 hrs	\$19.82		\$20.51		\$21.23
RPN	Start	\$24.79		\$25.66		\$26.56
	450 hrs	\$25.35		\$26.24		\$27.16
	1800 hrs	\$25.61		\$26.51		\$27.43
	3600 hrs	\$25.93		\$26.84		\$27.78

LETTER OF UNDERSTANDING #1

between

Chartwell Waterford Retirement Residence

and

CUPE Local 1404.07

RE: BULLYING, HARASSMENT, AND WORKPLACE VIOLENCE

The Employer and the Union are committed to providing a positive environment for staff. All individuals have the right to be treated with respect and dignity. Each individual has the right to work in an atmosphere which promotes respectful interactions and is free from discrimination, harassment, and aggression.

Where a bargaining unit member complains of harassment by another bargaining unit member, they shall bring such complaint to the attention of the Employer and the Union. The Employer will then initiate a complete investigation of the complaint and report the findings back to the Union and the complainant, who shall be accompanied by a Union Steward.

If the complaint directly or indirectly involves the complainant's Supervisor or a Union Steward they may contact an alternate person in management or an alternate Union Representative to ensure that the complaint is handled in a discreet, confidential, and timely fashion.

The Employer shall supply and publish a third-party contact for employees should they feel that they cannot report to anyone within their workplace.

Should the complainant not be satisfied with the response, they are entitled to file a grievance under the terms of this Collective Agreement.