COLLECTIVE AGREEMENT

-between-

WC OPERATING (ONTARIO IVY) LP
o/a AMICA DUNDAS

(hereinafter referred to as the "Employer")

AMICA

-and-

THE CANADIAN UNION OF PUBLIC EMPLOYEES
LOCAL 1404.06

(hereinafter referred to as the "Union")

CUPE 1404

March 1, 2025 to February 28, 2027

:bk/cope491

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ARTICLE 1 – PURPOSE

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

a) To maintain and improve the 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 working conditions, employment, services, etc.

c) To encourage efficiency in operation.

d) To promote the morale, well-being and security of all the employees in the bargaining unit of the Union.

e) Both parties agree to act in a fair and reasonable manner.

1.02 It is the desire of the parties to provide compassionate care for the residents to meet their physical and emotional needs in a safe and comfortable environment, treating them and their families with the respect and dignity they deserve.

ARTICLE 2 – SCOPE AND RECOGNITION

2.01 SCOPE

This agreement shall apply to all employees of AMICA at Dundas, in Dundas, Ontario, save and except co-ordinators, supervisors, managers, and person above the rank of co-ordinator, supervisor or manager.

This article shall be read, subject to the Ontario Labour Relation Board's Certificates and its decision declared March 28, 2018.

2.02 WORK OF THE BARGAINING UNIT

Persons whose jobs are not in the bargaining unit shall not perform bargaining unit work except for:

a) instruction or training;

b) bona fide testing of new equipment, technology, methods, or procedures; or

c) emergencies.

Any testing under paragraph b) shall be temporary, limited to the minimum time necessary, and shall not result in the layoff, displacement, reduction of hours, or loss of overtime opportunities for bargaining unit employees.

The Employer shall provide advance notice to the Union of any testing activity expected to exceed five (5) working days.

The performance of bargaining unit work by persons outside the bargaining unit shall be limited to the minimum amount necessary and shall not be used as a substitute for bargaining unit employees.

2.03 The Union recognizes that the Employer is an organization, which involves the participation of volunteers. The Employer agrees that the use of volunteers shall not result in the reduction of hours or a layoff of a member of the bargaining unit. In addition, volunteers shall not be utilized to perform work previously performed by employees who have been laid off or who have had their hours reduced.

It is further agreed that the utilization of volunteers, as of the date of signing of this agreement, is consistent with the above.

2.04 Where the feminine pronoun is used in this agreement, it shall mean and include the masculine pronoun where the context so applies or visa-versa.

2.05 Where the singular is used, it may also be deemed to mean the plural, within the appropriate context.

2.06 DEFINITION OF EMPLOYEE

The term "employee" or "employees" mean a person employed within the bargaining unit for which the Union is recognized as described in Article 2.01.

a) A "full-time employee" means an employee employed in the bargaining unit who is regularly scheduled for thirty-seven and one-half (37.5) hours or more per week; and

b) A "regular part-time employee" shall be deemed to be an employee who is regularly scheduled to work for 25 hours up to 37.5 hours per week.

c) A "part-time employee" shall be deemed to be an employee who is regularly scheduled to work for less than 25 hours per week.

d) A "casual employee" shall be deemed to be an employee, not regularly scheduled, who has reasonable availability to work when necessary to cover leaves.

2.07 No employee may enter into a financial arrangement with a resident or their responsible party for which the Employer has a contractual relationship with.

2.08 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.

2.09 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.

ARTICLE 3 – MANAGEMENT RIGHTS

3.01 The Employer shall exercise these rights in a fair and reasonable manner consistent with the provisions of the Collective Agreement. The Union recognizes that 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 they have been discharged without just cause, may be subject of a grievance and dealt with as hereinafter provided;

c) The question of whether one of the above rights is modified or limited by this agreement may be decided through the grievance and arbitration procedure.

ARTICLE 4 – UNION SECURITY

4.01 The Employer, during the life of this agreement as a condition of employment, shall deduct monthly dues 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.

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

4.03 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.

4.04 Quarterly every calendar year by the 15th of January, April, July and October, the Employer shall provide to the Secretary-Treasurer of the Union and the 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.

At the beginning of each calendar month, the Employer shall provide the opportunity for a Union-designated representative to meet with any new employees hired within the previous thirty (30) days. Such meetings shall not exceed twenty (20) minutes in duration or incur any additional expense for the Employer.

4.05 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.

ARTICLE 5 – NO STRIKE NO LOCKOUT

5.01 NO STRIKE NO LOCKOUT

In view of the orderly procedures established by this agreement for the settling of disputes and the handling of grievances, the Union agrees that, during the life of this agreement, there will be no strike, and the Employer agrees that there will be no lockout, in accordance with provincial government laws (including the *Hospital Labour Disputes Arbitration Act* {HLDAA}) and regulations.

ARTICLE 6 – DISCRIMINATION AND HARASSMENT

6.01 The Employer and the Union subscribe to the principles of the *Human Rights Code of Ontario*, as amended from time to time.

6.02 The Union and the Employer recognize the right of employees to work in an environment free from discrimination and harassment, including sexual harassment, and the Employer shall take such actions as are necessary with respect to any person employed by the Employer.

6.03 Each of the parties hereto agrees that there will be no discrimination, interference, restraint or coercion exercised or practised upon any employee because of membership in the Union.

6.04 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 applicable Provincial and Federal law, 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.

6.05 COMPLAINTS INVESTIGATION

An employee within the bargaining unit who complains of harassment under the provisions of the *Ontario Human Rights Code* and its amendments and/or the *Health and Safety Act* and its amendments may refer the complaint to the General Manager and/or Human Resources. The employee may choose to be accompanied by a Steward. When a complaint is received the General Manager and/or Human Resources shall:

i) Investigate the complaint;
ii) Determine the nature of the complaint; and
iii) Make written recommendations and ensure the complaint is resolved
iv) The complainant shall at any point in this process, have the right to file a grievance. It is understood that the filing of a grievance shall not unnecessarily delay the complaint investigation.

ARTICLE 7 – UNION REPRESENTATION

7.01 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.

7.02 A Union Steward shall not leave their regular duties during working hours without informing their supervisor and receiving permission which will not be unreasonably withheld. However, where it is necessary for a Union Steward to conduct Union business during working hours, the employee shall not be disturbed in the performance of their assigned duties. The Union Steward shall not be absent from their regular duties for more than a reasonable period of time in order to attend to the matter. Such leave from their work area will be without loss of pay and benefits as long as the employee remains in the Residence.

7.03 The Union agrees that, except as provided or in this agreement, there shall be no Union activity on the premises of the Employer during the employees' working hours except by agreement with the Employer.

7.04 BARGAINING COMMITTEE

A Bargaining Committee shall be appointed and consist of not more than four (4) representatives of the Employer, as appointees of the Employer, and not more than four (4) members of the Union as appointees of the Union, plus the President of CUPE Local

1404 and a CUPE National Representative. The Union will advise the Employer in writing of the Union nominees to the Committee.

Bargaining 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: attendance at meetings with the Employer, preparation for and participation in negotiations and arbitration. Permission to leave work during working hours for such purposes shall first be obtained from the immediate supervisor. Such permission, subject to service or operational needs, shall not be unreasonably withheld.

7.05 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, 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 from time to time as agreed between the parties but at least 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 time spent with this Committee.

7.06 HEALTH AND SAFETY COMMITTEE

a) The Employer and the Union agree to cooperate in the promotion of safe working conditions and practices; and the prevention of workplace accidents and injuries.

b) A joint management and employee Health and Safety Committee shall be constituted with two (2) representatives and an alternative from management and two (2) certified representatives and an alternate from the bargaining unit. The Committee shall normally meet at least monthly. 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.

c) Two (2) representatives of the Joint Health and Safety Committee, one (1) from management and one (1) from the bargaining unit employees, shall make monthly inspections of the workplace and report to the Health and Safety Committee. In the event of accident or injury, such representatives shall be notified immediately and shall investigate and report as soon as possible to the committee and to the Employer on the nature and cause of the accident or injury. In the event of a general inspection, the representatives shall have the right to accompany the Government Inspector, on their inspections. Scheduled time spent in all such activities shall be considered as time worked.

d) This Committee will function in accordance with the *Occupational Health and Safety Act*. The Union agrees to endeavour to obtain the full co-operation of its membership in the observation of all safety rules and practices.

e) The Employer shall ensure that workplace accident/ injury forms are readily available to employees. The review of accident/injury reports shall be a standing item at Committee meetings.

f) The Joint Health and Safety Committee and the representatives thereof shall have reasonable access to the annual summary of data from the WSIB relating to the number of work accident fatalities, the number of lost workday cases, the number of lost workdays, the number of non-fatal cases that required medical aid without lost workdays, the incidence of occupational injuries, and other such data as the WSIB may decide to disclose.

7.07 The Employer shall ensure, at its expense, that the Union Health and Safety Committee member is certified and trained under the *Act*.

7.08 AGGRESSIVE RESIDENTS

When the Employer is aware that a resident has a history of aggressive behaviour the Employer will make such information available to the Employees. In-service and/or instruction in caring for aggressive residents and how to respond to a resident's aggressive behaviour will be provided by the Employer.

ARTICLE 8 – GRIEVANCE PROCEDURE

8.01 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 three (3) 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 and such Union Representatives shall have completed their probationary period with the Employer.

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. The Employer agrees that Union Representatives shall not be hindered, coerced, restrained or interfered with in the performance of their duties while investigating disputes and presenting adjustments as provided for in this article. The Employer agrees that there shall be no reprisal against Union Representatives for participating in Union activities.

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.

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 when such meetings are scheduled during the Union Representative's hours of work. If an employee refuses union representation, the Employer will obtain refusal in writing which shall be forwarded to the Union.

8.05 DEFINITION OF A GRIEVANCE

"Grievance" means any difference or dispute concerning 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 (1) - 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 fourteen (14) 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 then;

Step Two (2)

Failing satisfactory settlement within seven (7) calendar days after the dispute was raised under Step 1, the grievance shall be reduced to writing and signed by the employee and a Steward and shall be presented to the Department Head or their designate by a Steward who shall discuss the grievance. Within seven (7) calendar days of receipt of the written grievance, the Department Head or their designate shall give their written reply.

Step Three (3)

Failing satisfactory settlement at Step 2, the grievance may be submitted in writing to the General Manager within twenty-one (21) calendar days after the decision is given or should have been given in Step 2. A meeting will then be held between the General Manager or their designated representative and the grievor and their Union Representative. The decisions of the General Manager shall be given in writing to the Union Steward 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 as per Article 8.13.

8.07 DISCHARGE, SUSPENSION OR LAY OFF GRIEVANCE

A claim by an employee that they have been unjustly discharged, suspended with or without pay or laid off shall be treated as a grievance if a written statement of such grievance is lodged with the Employer at Step 3 of the grievance procedure within fourteen (14) days after the discharge, suspension or layoff notice is received.

8.08 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 3 in the case of a Policy Grievance and Step 2 in the case of a Group Grievance.

8.09 UNION MAY INSTITUTE GRIEVANCE

The Union and its Representatives shall have the right to originate a grievance on behalf of an employee, or group of employees and to seek adjustment with the Employer in the manner provided in the grievance procedure. Such a grievance shall commence at Step 2.

8.10 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.

8.11 TIME LIMITS

In the event an employee is not scheduled to work for a period of time, the time limits specified in the grievance procedure shall be waived by up to ten (10) days.

Any of the time allowances above may be extended by mutual agreement of the parties.

8.12 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.

8.13 REFERRAL TO ARBITRATION

If arbitration of any grievance is to be invoked, the request shall be made by either party within forty-two (42) calendar days after the dates of the reply at Step 3.

8.14 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.

8.15 After a grievance has been filed at Step 2 of the grievance procedure initiated by the Union, the Employer's representative shall not enter into settlement discussion or negotiation with respect to the grievance, either directly or indirectly with the aggrieved employees, without the consent of the Union.

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 twenty-one (21) calendar days from the receipt of the Notice of Intent to Arbitrate, the other party must in turn name their nominee. A third person to act as Chairman shall be appointed by the respective nominee. Should either party fail to name their nominee within twenty-one (21) calendar days or should the nominees fail to appoint a Chairman within twenty-eight (28) calendar days from the date of their appointment, either party or their nominee shall request the Office of Arbitration, Ontario Ministry of Labour, to make the appropriate appointment.

9.02 PAYMENT FOR BOARD OF ARBITRATION

Each of the parties 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 Chairman 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 (½) 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 – SENIORITY

10.01 Seniority is defined for regular part-time, part-time and casual employees on the basis of hours paid.

Seniority shall be defined for full-time employees 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. Upon completion of the probationary period, the initial date of employment shall be used for determining benefits and seniority.

When employees move from regular part-time, part-time or casual to full-time employment, their hours paid will be converted using 1875 hours paid to establish a seniority 'date'. In no event shall an employee be credited for more than 1875 hours paid per year of employment.

For example, an employee who moves to full-time employment, who has been paid a total of 11,250 hours shall be credited with 6 years of seniority; the date of which shall be six years prior to their first (1st) day in their full-time position calculated as follows: 11,250 hours worked divided by 1875 hours is equal to 6 years of seniority.

When employees move from full-time employment to regular part-time, part-time or casual, their seniority date shall be used to calculate seniority hours using 1875 hours per year of seniority.

For example, an employee who moves to regular part-time, part-time, or casual employment, who had worked for 4.5 years in a full-time position shall be credited with 8,437.5 seniority hours calculated on the basis of 4.5 years multiplied by 1875 hours.

Seniority shall operate on a bargaining unit wide basis. For further clarity, seniority is not specific to a specific classification or status.

10.02 PROBATIONARY EMPLOYEE

All employees will serve a probationary period equal to four hundred and fifty (450) hours worked during which time probationary employees shall not accrue seniority. During the probationary period, employees shall be entitled to all rights and privileges of this Agreement unless otherwise specified. Upon completion of the probationary period the employee shall be credited with seniority for all time worked during the probationary period.

10.03 An employee who has not completed their probationary period may be released based on a fair and proper assessment against reasonable standards of performance. The discharge or release of a probationary employee shall not be arbitrary, discriminatory, or carried out in bad faith.

10.04 SENIORITY LIST

The Employer shall maintain separate seniority lists for full-time and regular part-time, part-time and casual employees showing the date upon which each employee's service commenced and in the case of regular part-time, part-time and casual employees their hours worked. An up-to-date seniority list shall be sent to the Union and posted on the main bulletin board the 15th of January, April, July, and October of each year, sorted by hours of seniority. An employee's name shall not be placed on the seniority list until they have completed their probation period as outlined in Article 10.02.

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

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

10.05 LOSS OF SENIORITY

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

a) Discharge for just cause and is not reinstated, or

b) Voluntarily resigns in writing or retires, or

c) Layoff in excess of eighteen (18) months or,

d) Failure to signify intention to return to work within three (3) 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 or,

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 or,

f) Utilizes a leave of absence for purposes other than those for which the leave may have been granted or,

g) Fails to report for their first scheduled shift following the expiration of a leave of absence granted by the Employer unless the failure to report is due to sickness, or

h) Is absent from work more than twenty-four (24) months by reason of illness or other physical disability and there is no reasonable likelihood the employee will return to work within the near future consistent with human rights legislation; or

i) Is absent from work for more than twenty-four (24) months by reason of absence while on WSIB and there is no reasonable likelihood the employee will return to work within the near future consistent with human rights legislation.

10.06 If an employee transfers from casual, part-time or regular part-time to full-time, the following method, as outlined forthwith and in Article 10.01, shall be used to calculate their seniority from one group to another for purposes of establishing anniversary date: 1875 hours paid equals one (1) year. In no event shall an employee be credited for more than 1875 hours paid per year of employment.

10.07 If an employee transfers from full-time to regular part-time, part-time or casual, the following method, as outlined forthwith and in Article 10.01, shall be used to calculate their seniority from one group to another for purposes of establishing an anniversary date: one (1) year equals 1875 hours paid.

10.08 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, or eighteen (18) months in the case of the replacement of a Pregnancy/Parental Leave, 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 the timelines outlined above shall forfeit bargaining unit seniority.

ARTICLE 11 – LAYOFFS AND RECALLS

11.01 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 10 - Seniority; employees shall be recalled in the order of their seniority, providing they are qualified to do the work.

11.02 LAYOFF AND RECALL

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

11.03 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 work days 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*.

11.04 LAYOFF PROCEDURE

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 (for full-time employees, 40 hours or 37.5 hours per week as the case may be will be considered equal for the purpose of this clause); and
- If the employee originally subject to layoff 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 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.

vi) Casual employees will not be permitted to utilize their seniority to displace a full-time or part-time employee.

11.05 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 12 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 ten (10) working days. An employee who has been recalled to such temporary vacancy shall not be required to accept such recall and may instead remain on layoff. Employees on recall are responsible for the maintenance of any skills and/or required licenses to practice return to work.

11.06 Laid off employees shall retain seniority, service and recall rights for eighteen (18) months from the last date of layoff.

11.07 STAFF PLANNING MEETINGS/REDUCTION IN WORKFORCE

Where the Employer identifies that a reduction in staffing may be necessary, the Employer and the Union shall, prior to giving to the Employees any notice of lay-off, meet within seven (7) calendar days of the Employer issuing written notice to the Union.

ARTICLE 12 – PROMOTIONS AND STAFF CHANGES

12.01 JOB POSTINGS

a) 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. The posting shall indicate the date it was posted.

b) **Temporary Vacancies**

Temporary vacancies anticipated to be less than eight (8) weeks duration shall not be posted, unless otherwise agreed between the Employer and the Union. The Employer will endeavor to distribute shifts as equally as possible.

c) **Temporary Job Postings**

A vacancy which occurs for more than eight (8) weeks will be posted stating that the position is limited and shall indicate the estimated duration of the limited job. In any event, the limited job shall not exceed six (6) months. Upon termination of a limited job, the employee filling the vacancy shall be returned to the classification and job location in which they last worked. In the event that a part-time employee is the successful applicant, the said employee shall retain their part-time status during the limited full-time period. An employee filling a temporary vacancy of eight (8) weeks or longer duration shall not bid on any other temporary posting until the end of their temporary position.

Notwithstanding the above, the full period of a Pregnancy or Parental Leave will be considered a temporary posting.

d) **Successful Applicant**

The successful applicant for a permanent 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.

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.

12.02 INFORMATION IN POSTINGS

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

12.03 NO EXTERNAL APPLICANTS

No external applicants shall be considered until all present employees 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 SELECTION AND APPOINTMENT CRITERIA

Selections of employees for promotions, demotion, transfers or vacancies within the bargaining unit shall be based primarily on the skills, ability, experience and required qualifications of the employees concerned. Between candidates of similar standing, based on the above factors, seniority shall govern.

12.06 TRIAL PERIOD

The successful applicant shall be placed on trial for a period of twenty (20) working days for full-time and 160 hours worked for part-time or 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 her former position and salary without loss of seniority.

Any qualified applicants for the original posting will then be considered in accordance with Article 12.05. If there were no qualified applicant's then the position would be reposted.

12.07 UNION NOTIFICATION

The Union shall be notified of all appointments, hiring's, layoffs, recalls and terminations of employment. The Union shall be advised of all applicants including their seniority hours, to each posting upon awarding the line at time of application.

Notices of such appointments shall also be posted.

12.08 POSTINGS WHILE ON VACATION OR LEAVE

When an employee will be absent on vacation, and/or a leave of absence, the employee may advise their manager, in writing, and no more than seven (7) days prior to beginning the vacation, that they wish to be considered for any potential job posting which 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.

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

ARTICLE 13 – HOURS OF WORK

13.01 NORMAL HOURS OF WORK

a) The normal hours of work shall be seven and one half (7.5) or eight (8) hours per day, exclusive of an uninterrupted unpaid thirty (30) minute meal break and shall be thirty seven and one half (37.5) or forty (40) hours per week or a mutually agreed equivalent agreed to by the Employer and the Union. The normal days per week shall be five (5) days per week with a week being the period from Sunday to Saturday.

b) Nothing in this article shall be construed as a guarantee of hours per day, or days per week.

c) In no instance will any employee be required to work without the employee's agreement more than five (5) consecutive days without receiving their day off.

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

e) Regular part-time, part-time or casual employees wishing to pick up a sixth (6^{th}) shift per week shall be allowed to (seniority allowing) providing the shift does not cause the Employer to incur overtime costs.

f) Shifts for other than full-time employees shall be a minimum duration of three (3) hours.

13.02 WORKING SCHEDULE

The hours of work of each employee 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.

13.03 AVAILABILITY

Part-time employees will be scheduled equitably on the posted schedule.

Part-time employees are expected to provide reasonable on call availability. Employees are expected to indicate their availability, in writing at the beginning of each month, for call-in shifts. If no availability has been received, the previous availability will remain in effect. The Employer will use this to fill on-call shifts by calling available staff in order of seniority.

The Employer will maintain an electronic call log for the purposes of calling and/or assigning shifts. In the event of a dispute, the Union, upon request shall receive a copy of the electronic call log.

Full-time Employees who wish to be considered for additional shifts must also submit their availability. It is understood that no Employee, full-time or otherwise, will pick up additional shifts, incurring overtime when there are part-time and/or casual staff available and willing to work at straight time.

13.03 AVAILABILITY FORMS

Availability forms for casual employees interested in picking up additional shifts must be submitted two (2) weeks in advance of the posting of the schedule.

13.04 REST PERIOD

All employees working a seven and one half (7.5) or eight (8) hour shift shall receive a fifteen (15) minute paid rest period in each half of the shift in an area made available by the Employer.

If appropriate to operational requirements, and by mutual agreement, employees may choose to take the two (2) fifteen (15) minute breaks together creating a thirty (30) minute paid break (in addition to the thirty (30) minute unpaid meal break).

All employees working less than a full seven and one half (7.5) or full eight (8) hour shift, but greater than a four (4) hour shift, will receive one fifteen (15) minute paid rest period.

13.05 LUNCH PERIOD

Employees that work a shift of five (5) or more consecutive hours will be provided with a one half (1/2) hour unpaid meal break.

13.06 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.

13.07 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. 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.

13.08 SENIORITY FOR SHIFT PREFERENCE

The Employer shall determine the shifts to be worked. The employee with the most seniority shall be given shift preference.

13.09 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 14 – COMPENSATION

14.01 Attached hereto and forming part of this agreement is Schedule "A" relating to job classifications and hourly rates of pay.

14.02 NEW POSITION AND CHANGED POSITIONS

a) Notice of New and Changed Positions

In the event the Employer establishes a new position, the classification and wage rate for this new position shall be established by the Employer; and/or; In the event the Employer adopts new methods of operation, and the effect of which changes job content, and/or required qualifications, a change in the job classifications and/or wage rate shall apply as follows:

i) Written notice shall be given to the Union;

ii) Written notice of objection thereto by the Union shall be given to the Employer within sixty (60) calendar days after such notice,

iii) If notice is not received as per ii) above, such classification, qualifications and wage rate shall be considered as agreed to.

iv) If the parties are unable to reach an agreement, the Union may file a grievance.

ARTICLE 15 – PREMIUM PAYMENTS

15.01 OVERTIME RATES

Employees shall be paid overtime at the wage rate of one and one half (1.5) times for all hours worked above their regularly scheduled shift for the day.

Employees will be paid overtime for hours worked in excess of 37.5 or 40 hours in a week (starting on Sunday's and ending Saturday's).

For clarity, the 37.5 or 40 hours is dependent on their regularly scheduled shift.

In no instance will any employee work overtime on a shift or pay period unless approved by the supervisor and mutually agreed by the employee.

15.02 NO SCHEDULE CHANGE TO COMPENSATE FOR OVERTIME

Employees shall not be required to lose a regularly scheduled shift 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. Remaining 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 three (3) 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-hours of overtime shall be provided with a meal by the Employer.

ARTICLE 16 – STATUTORY HOLIDAYS

16.01 The Employer recognizes the following Holidays:

New Year's Day	Labour Day
Family Day	National Day for Truth and Reconciliation
Good Friday	Thanksgiving Day
Victoria Day	Christmas Day
Canada Day	Boxing Day
Civic Holiday	

The Holiday schedule, dependant on required staffing levels, shall provide that employees shall have at least Christmas Day or New Year's Day off unless otherwise mutually agreed.

16.02 WORK ON SCHEDULED HOLIDAYS

A full-time employee who is required to work on any of the above-mentioned holidays shall receive two and one-half (2½) times their regular rate of pay for all hours worked on that day. 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.

Regular part-time and casual 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).

In accordance with the *Employment Standards Act*, holiday pay for part-time and 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).

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.

16.03 HOLIDAYS FOR DAYS OFF

When any of the above noted holidays fall on a regular full-time employee's scheduled day off, the employee shall receive another day off with their straight time rate of pay.

ARTICLE 17 – VACATION

17.01 For the purpose of calculating eligibility, the vacation year shall be January 1 of each year. Full-time and regular part-time employees will accrue vacation pay to their vacation bank as it is earned each pay period at the rate outlined below:

Service	Accrual Rate	Vacation
Less than one year	4.0%	Time accrued
One year but, less than five years	4.0%	Two (2) weeks
Five years, but less than ten years	6.0%	Three (3) weeks
Ten years, but less than 15 years	8.0%	Four (4) weeks
Fifteen years or more	10%	Five (5) weeks

17.02 Part-time and casual employees will be paid vacation pay, on each pay as earned, at the rate outlined below:

Service	Accrual Rate
Less than one year	4.0%
One year but, less than five years	4.0%
Five years, but less than ten years	6.0%
Ten years, but less than 15 years	8.0%
15 years or more	10%

17.03 VACATION SCHEDULES

Deadlines for submitting vacation requests shall be as follows:

For vacations falling in June, July and August, vacation requests must be made no later than March 15th. The vacation schedule for this period shall be posted no later than April 15th. 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 July 15th. Employees, who do not submit their vacation requests by March

15th of each year, will have their vacation allotment granted on a first come first served basis. Employees who submit vacation outside of the March and June deadlines shall receive a written response to their vacation request within two weeks of it being submitted.

17.04 The periods at which employees shall take vacation shall be based on the selection by the employee according to seniority in each department, but shall be finally determined by the General Manager having due concern for the proper operation of the Residence.

17.05 For part-time employees, week is defined as a regular scheduled week (ie. employees who work two (2) days a week would be entitled to those two (2) days off for vacation purposes).

17.06 Employees will receive their vacation pay, in proportion to the time being taken, on the regular payroll date(s) that occur during their vacation.

17.07 Employees shall not waive vacation and draw double pay.

17.08 HOLIDAYS DURING VACATION

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.

17.09 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. It is further agreed that sick leave may be substituted for vacation where it can be established, via medical documentation, that an illness or accident occurred on vacation.

17.10 Vacations are not cumulative from year to year and all vacations must be taken by December 31st of the vacation year unless an employee and the Employer mutually agree to roll over a maximum of five (5) days to the next year. Rolled over vacation days must be taken within ninety (90) days of the end of the year in which they were earned.

17.11 VACATION PAY ON TERMINATION

An employee terminating her employment at any time in her 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.

ARTICLE 18 – LEAVE OF ABSENCE

18.01 GENERAL LEAVE

The Employer may grant a leave of absence without loss of seniority and without pay for a period not to exceed one (1) year to employees with at least one (1) year of continuous service. 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.

18.02 LEAVE FOR UNION FUNCTION

Upon two (2) 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 up to twenty (20) days per year. The Union shall reimburse the Employer for receipt of such pay.

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

The Employer recognizes the right of employees to participate in public affairs. Therefore, upon written request, made at the earliest opportunity, the Employer will grant leave of absence, for up to ninety (90) days, without pay and without loss of seniority so that employees may be candidates in a Federal, Provincial or Municipal election.

When elected to a Federal, Provincial or Municipal office, the Employer will grant a leave of absence without pay and without loss of further accumulation of seniority, one (1) term of office with a maximum of up to five (5) years.

An employee may 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.

18.04 PREGNANCY AND PARENTAL LEAVE

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

a) i) An employee who is pregnant shall be entitled, upon application, to pregnancy leave and parental leave immediately thereafter. Pregnancy leave shall be granted for seventeen (17) weeks as provided in the Employment

Standards Act and may begin no earlier than seventeen (17) weeks before the expected birth date.

ii) The employee must have started employment with their Employer at least thirteen (13) weeks prior to the expected date of birth.

iii) The employee shall give at least four (4) weeks' notice of their intention to return to work. The employee may shorten the duration of the leave of absence requested under this Article upon giving the Employer four (4) weeks' notice of their intention to do so, and furnishing the Employer with a certificate of a legally qualified medical practitioner stating that they are able to resume their work.

b) Additional leave of absence may be taken under 18.05 Parental Leave.

c) An employee who does not apply for leave of absence under 18.04 a) i) and who is otherwise entitled to pregnancy leave, shall be entitled to and shall be granted leave of absence in accordance with 18.04 a) i) upon providing the Employer, before the expiry of two (2) weeks after they ceased to work, with a certificate of a legally qualified medical practitioner stating that they were not able to perform the duties of their employment because of a medical condition arising from their pregnancy, and giving the estimated day upon which, in their opinion, delivery will occur or the actual date of their delivery.

d) An employee who intends to resume their employment on the expiration of the leave of absence granted to them under this article shall so advise the Employer. If an employee returns to work at the expiry of the normal pregnancy or parental leave, and the employee's former permanent position still exists, the employee will be returned to their former job, and former shift if their shift was designated.

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

e) When the Employer has suspended or discontinued operations during the leave of absence and has not resumed operations upon the expiry thereof, the Employer shall upon resumption of operations, reinstate the employee to their employment or to alternate work in accordance with the established seniority system or practice of the Employer in existence at the time the leave of absence began and in the absence of such a system or practice shall reinstate the employee in accordance with the provisions of Article 18.04 d).

f) Such absence is not an illness under the interpretation of this agreement, and sick leave benefits cannot be used.

g) 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.

h) Upon expiry of the seventeen (17) weeks pregnancy leave, an employee may immediately commence parental leave, as provided under the Parental leave provisions of this agreement. The employee shall give the Employer at least (4) week's notice, in writing, that they intend to take parental leave.

18.05 PARENTAL LEAVE

a) An employee who becomes a parent, and who has been employed for at least thirteen (13) weeks immediately preceding the date of the birth of the child or the date the child first came into care or custody of the Employee, shall be entitled to parental leave.

b) A "parent" includes: the natural mother or father of the child, a person with whom a child is placed for adoption, and a person who is in a relationship with the parent of the child and who intends to treat the child as their own.

c) Parental leave must begin within seventy-eight (78) weeks of the birth of the child or within seventy-eight (78) weeks of the day the child first came into the custody, care, and control of the parent. For Employees on pregnancy leave, parental leave will begin immediately after pregnancy leave expires. Parental leave shall be granted for up to sixty-one (61) weeks in duration if the employee also took pregnancy leave and sixty-three (63) weeks in duration if they did not.

d) An employee not on pregnancy leave requesting parental leave shall give the Employer four (4) weeks' written notice of the date the leave is to begin.

Parental leave ends sixty-one (61) weeks or sixty-three (63) weeks after it began, as the case maybe, or on an earlier day if the employee gives the Employer at least four (4) weeks' written notice of the day.

e) For the purposes of Parental Leave, the provisions under 18.04 (a), (d), (e), (f), (g), and (h) shall also apply.

Credits for service and seniority shall accumulate for a period of up to sixty-one (61) weeks while the Employee is on parental leave on the basis of what the employee's normal regular hours of work would have been.

18.06 Bereavement Leave

a) Employees: are eligible for paid time off in the event of a death in the family according to the following schedule:

i) Up to five (5) shifts upon the death of a Partner, Child/Step-Child/Grandchild, Parent/Step-Parent/Partner's Parent, Legal Dependent, Child-in-law or Sibling/Sibling-in-law. The above leave shall also apply in the event an Employee or the partner of an Employee has a miscarriage or still-birth.

ii) Up to four (4) shifts upon the death of a Grandparent/Step-Grandparent/Partner's Grandparent, Aunt/Aunt-in-law, Uncle/Uncle-in-law, Niece or Nephew, or Cousin.

iii) Should the funeral be held outside of the shifts granted in a) i) and ii), the employee will be able to defer one (1) of their days of entitlement to attend the funeral.

18.07 JURY OR COURT WITNESS DUTY

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

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

18.08 EDUCATION LEAVE

Where employees are required to take courses to upgrade or acquire new qualifications required by the Employer, the Employer shall pay the full cost associated with the courses. For those employees required to maintain a certification or registration that was a condition of employment (job requirement) the costs shall be the responsibility of the employee.

ARTICLE 19 – PAYMENT OF WAGES AND ALLOWANCES

19.01 SHIFT PREMIUM

The Employer agrees to pay a shift premium of one dollar ($1.00) per hour to employees for each hour worked when the majority of their shift falls between the hours of 11:00 pm and 8:00 am.

The Employer agrees to pay a shift premium of twenty cents ($0.20) per hour for all hours worked between Friday at 22:00 and Sunday 22:00.

19.02 PAY DAYS

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

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

If an employee is under paid, the following applies:

If the amount of the error is equal or greater than the employee's normal gross wages for a day of work, the Employer will provide the adjustment payment promptly. The payment will be made 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.

19.03 EQUAL PAY FOR EQUAL WORK

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

19.04 PAY DURING TEMPORARY TRANSFERS

When an employee temporarily relieves in or performs the principal duties of a higher paying position they shall receive the rate for the job. When an employee temporarily assigned to a lower paying position than their own, their rate shall not be reduced.

Employees choosing to bid on, and accept work in, more than one department shall be paid the rate of the work they are scheduled for and carry out.

19.05 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 20 – SICK LEAVE

20.01 ENTITLEMENT

a) After completion of probation, full-time employees shall be granted six (6) sick leave/personal emergency days for illness or personal emergency from date of employment and shall be accumulative to a maximum of ten (10) working days. For greater certainty, any unused sick leave/personal emergency leave days shall carry over from year to year to a maximum accumulation of ten (10) working days.

b) After completion of probation regular part-time employees shall be granted three (3) sick leave/personal emergency days for illness or personal emergency from date of employment and shall be accumulative to a maximum of five (5) working days. For greater certainty, any unused sick leave/personal emergency leave days shall carry over from year to year to a maximum accumulation of five (5) working days.

20.02 Any Employee absenting themselves on account of personal illness shall endeavour to notify the Employer on the first day of illness, a minimum of two (2) hours before the time they would normally report for duty on day shift and four (4) hours for evening and night shift.

20.03 Where specialist medical appointments cannot be scheduled outside of work hours, sick leave with pay shall be granted from accumulated sick leave credits.

20.04 Sick leave pay shall be paid for the one (1) day or less not covered by the *Workplace Safety and Insurance Act, 1997*.

When an employee is granted sick leave with pay and Workers' Safety & Insurance Board (WSIB) benefits is subsequently approved for the same period, the employee's sick leave bank shall be restored to the level it was at prior to the WSIB absence.

Employees qualifying for WSIB coverage shall be continued on the payroll and shall not have their employment terminated during the compensable period.

20.05 Sick leave pay shall be computed on the basis of scheduled workdays and all claims shall be paid on this basis.

20.06 SICK LEAVE DURING LEAVE OF ABSENCE

When an employee is given a leave of absence without pay for any reason (except pregnancy and parental leave or WSIB) or is laid off on account of lack of work and returns to work upon expiration of such leave of absence, etc., they shall not receive sick leave credit for the period of such absence, but shall retain their cumulative credit, if any, existing at the time of such leave or layoff.

20.07 DEFINITIONS

For the purpose of this article the word "month" shall mean a calendar month, and the words "sick leave" shall include injury and/or any other physical incapacity.

20.08 SICK LEAVE RECORD

The amount of sick leave an employee has accrued will be recorded on the employee's regular pay statement.

20.09 SELF-ISOLATION LEAVE

If an employee is required to self-isolate because of the Employer's policy, Public Health directive, 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 in lieu entitlements for any hour of work lost during such period.

ARTICLE 21 – HEALTH AND WELFARE BENEFITS

21.01 All full-time and regular part-time employees who have completed their probationary period will be eligible for group benefits, including group life insurance, dependent life insurance, healthcare and dental care, from the first of the month following completion of probation.

21.02 The parties agree to continue the current full-time employee Health and Welfare Benefit package for full-time employees and their current regular part-time Health and Welfare Benefit package for regular part-time employees.

21.03 MISCELLANEOUS BENEFIT PROVISIONS

a) The Employer shall provide to each person a copy of the current information booklets for those benefits provided under this article.

b) The Union shall be provided with a current copy of the Master Policy. It is clearly understood that the Employer's obligation pursuant to this collective agreement is to provide the insurance coverage bargained for.

21.04 EMPLOYEE ASSISTANCE PROGRAM

The Employer agrees to provide an Employee Assistance Program (EAP) to all members of the bargaining unit.

All employees, spouses and eligible dependants of employees will be able to access the EAP. This program is designed to help employees with issues such as: addiction disorders, legal issues, financial issues and work issues.

a) The Employer shall be responsible for advising employees of the details of the Employee Assistance Program. A brochure describing the program will be made available to employees.

b) The Employer will pay the full cost of the Employee Assistance Program.

ARTICLE 22 – THE NURSING HOME AND RELATED INDUSTRIES PENSION PLAN

22.01 Effective the first day of the first pay period immediately following January 1, 2020, the Nursing Homes and Related Industries Pension Plan as outlined in Schedule "C" shall apply.

ARTICLE 23 – INJURY AND DISABILITY

23.01 All employees shall be covered by the Workers' Safety and Insurance Act.

23.02 In the case of an absence due to a compensable accident, the employee will be paid at their regular rate of pay for all scheduled hours on the day of the accident.

23.03 If a full-time employee returns to work following the commencement of a WSIB or equivalent claim, and the employee's former permanent position still exists, the employee will be returned to their former job, former shift if designated, classification

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

23.04 An employee receiving payment for a compensable injury or illness under WSIB shall accumulate seniority as set forth in the Workplace Safety and Insurance Act.

23.05 While on WSIB benefits, the Employer shall continue to pay its share of all premiums for employee benefit plans, based on one hundred percent (100%) of earnings as set forth in the Workplace Safety and Insurance Act.

ARTICLE 24 – PERSONNEL FILES

24.01 DISCIPLINE

Letters of reprimand are to be removed from an employee's personnel file after twelve (12) months from the date of the discipline, provided that the employee has remained discipline free during that period except in the case of incidents involving residents in which case the record will remain on the file if the complaint is not reversed through settlement or arbitration.

Records of suspension are to be removed from an employee's personnel file after eighteen (18) months from the date of the discipline provided that the employee has remained discipline free during that period except in the case of incidents involving residents in which case the record will remain on the file if the complaint is not reversed through settlement or arbitration.

24.02 Having provided a written request to the General Manager at least one (1) business day, not including weekends or statutory holidays, in advance, an employee shall be entitled to a copy of their personnel file. It is understood and agreed that an employee is not entitled to see job references.

ARTICLE 25 – GENERAL CONDITIONS

25.01 BULLETIN BOARD AND LOCKERS

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

Proper Conditions

a) Neat, clean, attractive and appropriately furnished accommodations as pursuant to the *Occupational Health and Safety Act*, as amended from time to time, shall be provided for employees to have their meals and change their clothes.

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

25.02 COPIES OF AGREEMENT

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

25.03 PAY FOR TRAINING

When the Employer mandates training or surge learning that is required to be done by employees, they shall be compensated for all time associated with completion of the training.

25.04 SHOE ALLOWANCE

The Employer will reimburse the employee up to seventy-five dollars ($75.00) annually, for steel toed or slip resistant footwear where required by the Employer to be worn, on presentation of proof of purchase.

ARTICLE 26 – RETROACTIVITY

26.01 Nothing other than wages shall have retroactive effect. Payment of retroactive wages to employees will be made within three (3) full pay periods following ratifcation or the release date of an Award. The retroactivity amounts referred to in this agreement are to be paid by separate cheque/bank transfer to current employees. All retroactivity will be itemized on an employee's regular paystub. Persons who worked in the period from March 1st, 2025, onwards, but who are no longer employed by the Employer ("Former Employees"), will also be entitled to applicable payment of retroactivity. The Employer is directed to send a registered letter (with a copy sent via ordinary mail to the Union) within three (3) pay periods of the date of this Award to the last known address of each former employee, advising them of their right to retroactivity. Former employees will have 30 calendar days from the date of mailing to claim payment. Former employees who fail to claim their payments within the 30 day period shall be deemed to forfeit any claim thereto.

ARTICLE 27 – TERM

27.01 This agreement shall continue in effect from March 1, 2025 until February 28, 2027 and shall continue automatically thereafter during annual periods of one (1) year each, unless either party notifies the other in writing, within ninety (90) days prior to the expiration date, that it desires to amend or terminate this agreement.

Signed electronically

For the Union	For the Employer
Karen Shimoda (Sep 17, 2026 07:31:54 EDT)	
Kim Bowslaugh Kim Bowslaugh (Sep 16, 2026 14:53:56 EDT)	Nancy Fischer Nancy Fischer (Sep 21, 2026 09:13:08 EDT)
Emily Thompson (Sep 16, 2026 15:11:49 EDT)	
Bill Adair Bill Adair (Sep 16, 2026 14:29:01 EDT)	
D. Bishop Della Bishop (Sep 17, 2026 22:47:55 EDT)	
B.V Burt Vanderschee (Sep 16, 2026 14:21:43 EDT)	

SCHEDULE "A" – WAGE RATES

Night Shift Premium 11 pm – 7 am	March 1, 2024		March 1, 2025		March 1, 2026	
	Expiry					
Position	**Start**	**1875**	**Start**	**1875**	**Start**	**1875**
Night Building Attendant	$18.85	$19.42	$19.51	$20.10	$20.20	$20.81
Concierge	$17.85	18.39	$18.48	$19.04	$19.13	$19.71
Wellness						
RPN	$27.95	$28.79	$28.93	$29.80	$29.95	$30.85
Resident Care Partner (RCP)	$20.11	$20.60	$20.82	$21.33	$21.55	$22.08
Medication Care Partner (MCP)	$21.17	$21.66	$21.92	$22.42	$22.69	$23.21
Life Enrichment						
Life Enrichment Assistant	$20.00	$20.60	$20.70	$21.33	$21.43	$22.08
Maintenance						
Maintenance Assistant	$19.00	$19.57	$19.67	$20.26	$20.36	$20.97
Culinary Services						
Cook	$21.00	$21.63	$21.74	$22.39	$22.51	$23.18
Assistant Cook	$19.26	$19.83	$19.94	$20.53	$20.64	$21.25
Server	$18.25	$18.80	$18.89	$19.46	$19.56	$20.15
Dishwasher/Cook's Helper	$17.74	$18.27	$18.37	$18.91	$19.02	$19.58
Housekeeping						
Housekeeper	$18.50	$19.06	$19.15	$19.73	$19.83	$20.43

SCHEDULE "B" – HEALTH BENEFITS

SUMMARY OF BENEFITS	Please note, additional information should be reviewed in the benefit booklet provided to employees.	
Class Description	**CLASS 2B**	**CLASS 2A**
Waiting Period/Eligibility	**CLASS 2B**	**CLASS 2A**
Employee Groups	All FT employees after twelve months of coverage under 2A All FT employees who were hired and on benefits prior to November 1, 2012 All FT (>37,5 hours schedule per week) and RPT employees (>25 hours schedule per week) who were hired prior to November 1, 2012	All FT and RPT employees (>25 hours scheduled per week) FT employees (>37.5 scheduled hours per week) move to 2B after twelve (12) months of coverage on 2A
Waiting Period	None, if enrolled previously in Class 2A	3 months of continuous employment (480 hours for RPT)
Eligibility	Permanent full-time employees working at least 37.5 hours/week and grandfathered Regular Part-time employees working at least 25 hours/week	Permanent employee working at least 25 hours/week
Def of Spouse	Legal spouse or 12 months co-habitation	Legal spouse or 12 months co-habitation
Def of Dependent Child	Under age 22; under age 25 if a full-time student. Covered from life birth.	Under age 22; under age 25 if a full-time student. Covered from life birth.

Def of Earnings	Regular salary including commission, excluding dividends, bonuses or overtime	Regular salary including commission, excluding dividends, bonuses or overtime
Basic Life	**CLASS 2B**	**CLASS 2A**
Schedule	2x annual earnings	$25,000
Maximum	$150,000	$25,000
Non-Evidence Maximum	$150,000	$25,000
Definition of Disability (Waiver)	Matches LTD	2 year own occ, any occ thereafter; 6 month elimination period
Reduction	50% at age 65	50% at age 65
Termination	Earlier of retirement or age 70	Earlier of retirement or age 70
Living Benefit	50% of life benefit to a maximum of $50,000	50% of life benefit to a maximum of $50,000
AD&D	**CLASS 2B**	**CLASS 2A**
Schedule	Equal to Life Benefit	Equal to Life Benefit
Waiver	Equal to Life Benefit	Equal to Life Benefit
Rehab	$15,000	$15,000
Family Transport	$15,000	$15,000
Home/Vehicle Alteration	$15,000	$15,000
Repatriation	$15,000	$15,000
Aggregate Maximum	$2,500,000	$2,500,000
Dependent Life	**CLASS 2B**	**CLASS 2A**
Spouse	$10,000	N/A
Dep Child	$5,000	
	Covers live birth and stillbirth	
Termination	Earlier of retirement or age 70	

Optional Life (employee paid)	**CLASS 2B**	**CLASS 2A**
Eligibility	Employee & Spouse	N/A
Increments	10000	
Maximum	$500,000	
Termination	Earlier of retirement or age 70	
Optional AD&D (employee paid)	**CLASS 2B**	**CLASS 2A**
Eligibility	Employee, Spouse, Child	N/A
Increments	$10,000 employee, $5,000 spouse, $1,000 child	
Maximum	$500,000 employee, $250,000 spouse, $25,000 child	
Termination	Earlier of retirement or age 70	
Short Term Disability	**CLASS 2B**	**CLASS 2A**
Schedule	67% of weekly earnings	N/A
Maximum	$1,200	
Benefits Begin on:		
- Accident/Injury	8th day	
- Illness	8th day	
First Day Hospitalization	Yes	
Maximum Benefit Period	17 weeks (15 weeks if termination age is reached while receiving benefits)	
Taxability	Taxable	
Termination Age	Earlier of retirement or age 70	
Long Term Disability (employee paid)	**CLASS 2B**	**CLASS 2A**
Schedule	66.67% of monthly earnings	N/A
Maximum	$4,000	

NEM	$3,000	
Elimination Period	119 days	
Definition of Disability	1 year own occupation. any occupation thereafter	
Pre-ex	90 day / 12 month	
COLA	n/a	
Max Benefit Period	to age 65	
Taxability	Non-taxable	
Survivor Benefit	6x the last monthly benefit (3x if benefits paid for less than 6 months)	
Termination Age	Earlier of retirement or age 65	
Extended Health Care	**EE/spouse/dep**	**EE/spouse/dep**
ASO	**CLASS 2B**	**CLASS 2A**
Deductible	Dispensing fee cap @ $5	Dispensing fee cap @ $5
Reimbursement Level		
Drugs	90%	70%
Hospital	100%	100%
Professional Services	100%	100%
Medical Equipment & Supplies	100%	70%
Overall Maximum		
Drugs	Pay Direct - Mandatory Generic	Pay Direct - Mandatory Generic
Generic sub	Mandatory	Mandatory
Vaccines	if prescription by law	if prescription by law
Fertility	$2000 lifetime	Not covered
Sexual dysfunction	Not covered	Not covered
Smoking cessation	$300 lifetime	$300 lifetime

Professional Services:	$40 per visit to a maximum of	$40 per visit to a maximum of
Registered Acupuncturist, Chiropractor, Massage	$500 per year per practitioner	$500/ cal year combined
Therapist, Naturopath, Osteopath,		
Physiotherapist, Podiatrist/Chiropodist,	Combined maximum: $1000 / cal yr	
Psychologist/Clinical Counsellor, Speech Therapist		
(x-rays covered for Chiropractor, Osteopath, Podiatrist)		
Hospital	Semi-private	Semi-private
Custom-made Orthotics	$400/24 months	$400/24 months
Custom-made Orthopaedic Shoe	$250/ cal year	$250/ cal year
Support Stockings	Employees only 6 pairs, $500 annual maximum	Employees only 6 pairs, $500 annual maximum
Hearing Aids	$300/60 months	n/a
Private Duty Nursing	$25,000 lifetime	n/a
Survivor Benefits	24 months	24 months
Termination	Earlier of retirement or age 70	Earlier of retirement or age 70
Emergency Travel Assist	**CLASS 2B**	**CLASS 2A**
Reimbursement Level	100%	100%
Trip Limitation	90 day single trip coverage	90 day single trip coverage
Vision Care (ASO)	**EE/spouse/dep**	
	CLASS 2B	**CLASS 2A**
	$350/24 months for adults, $150/12 months for children; Eye exams: $75/cal year	n/a

Dental Care (ASO)	**EE/spouse/dep**	**EE/spouse/dep**
	CLASS 2B	**CLASS 2A**
Deductible	Nil	Nil
Recall Exams	9 months	9 months
Reimbursement Level		
Basic	100%	80%
Major	80%	n/a
Orthodontics	50%	n/a
Maximum (Basic)		$800/ cal year
Maximum (Major)		n/a
Maximum (Basic & Major Combined)	$1500/ cal year	
Maximum (Orthodontics)	$2500 lifetime	n/a
Orthodontic age maximum	Dep Children under age 20	n/a
Fee Guide	Current; Prov where service is rendered, General Practitioners	Current; Prov where service is rendered, General Practitioners
Open Space Limitation	Yes	n/a
Survivor Benefits	24 months	24 months
Termination	Earlier of retirement or age 70	Earlier of retirement or age 70

SCHEDULE "C" – THE NURSING HOMES AND RELATED INDUSTRIES PENSION PLAN

Effective the first day of the first pay period immediately following January 1, 2020, the following article shall apply.

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

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

"Applicable Wages" is defined as 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, part-time and relief part-time employees in the bargaining unit who have completed 975 hours of service.

.02 Each Eligible Employee covered by this Collective Agreement shall contribute from each pay period an amount equal to 2% of Applicable Wages to the Plan. The Employer shall contribute on behalf of each Eligible Employee for each pay period, an amount equal to 2% of Applicable Wages to Plan.

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

Where legislation or the Plan prohibits an employee from contributing to the Plan because of age, an amount equivalent to the deductions in 1.02 will be paid to the employee on their regular pay.

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.

.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.

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

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

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

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

The Employer will endeavour to provide the following information to the Administrator of the Plan in electronic format if the Employer has the Technology.

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

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

ii) To be provided with each remittance:
   a) Name
   b) Social Insurance Number
   c) Monthly Remittance
   d) Pensionable earnings
   e) Year to date contributions
   f) Employer portion of arrears owing due to error, or late enrolment

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

iv) To be provided annually but no later than December 1st:

a) Current complete address listing

b) Details of all absences of members from the workplace due to an injury for which the member received Workplace Safety and Insurance Board benefits

LETTER OF UNDERSTANDING #1

-between-

AMICA DUNDAS
(hereinafter referred to as "the Employer")

-and-

CANADIAN UNION OF PUBLIC EMPLOYEES, Local 1404-06
(hereinafter referred to as "the Union")

RE: RESPONSIBILITY PAY LEAD-SERVER

This Letter of Understanding confirms an agreement between Amica – Dundas and the Canadian Union of Public Employees Local 1404.06 that Servers who assume additional responsibility in a LEAD capacity, will be recognized through a $1.00 per hour responsibility premium.

These changes will commence immediately following the date of this signed agreement by both parties.

Signed electronically

For the Union	For the Employer
Karen Shimoda (Sep 17, 2026 07:31:54 EDT)	
Kim Bowslaugh (Sep 16, 2026 14:53:56 EDT)	Nancy Fischer (Sep 21, 2026 09:13:08 EDT)
Emily Thompson (Sep 16, 2026 15:11:49 EDT)	
Bill Adair (Sep 16, 2026 14:29:01 EDT)	
Della Bishop (Sep 17, 2026 22:47:55 EDT)	
Burt Vanderschee (Sep 16, 2026 14:21:43 EDT)	

LETTER OF UNDERSTANDING #2

-between-

AMICA DUNDAS
(hereinafter referred to as "the Employer")

-and-

CANADIAN UNION OF PUBLIC EMPLOYEES, Local 1404-06
(hereinafter referred to as "the Union")

RE: ARTICLE 8 – GRIEVANCE PROCEDURE

WHEREAS Article 8.06 of the Collective Agreement states that "Failing satisfactory settlement at Step 2, the grievance may be submitted in writing to the General Manager within twenty-one (21) calendar days after the decision is given or should have been given in Step 2. A meeting will then be held between the General Manager or their designated representative and the grievor and their Union Representative. The decisions of the General Manager shall be given in writing to the Union Steward 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 as per Article 8.13."

AND WHEREAS the Parties have a standing grievance meeting scheduled on the third Wednesday of each month;

THE PARTIES AGREE to the following on a without prejudice or precedent basis:

1. That a grievance properly filed at Step 3 as per Article 8.06 shall immediately be added to the agenda of the next scheduled grievance meeting without the grievance being considered outside of timelines;

2. That should a grievance be filed, as per Paragraph 1, two (2) weeks or less in advance of the next scheduled grievance meeting, the grievance will be heard at the following scheduled grievance meeting (i.e., if the grievance was filed at Step 3 on January 9, 2025, and the next grievance meeting is scheduled for January 15, 2025, the grievance will be heard at the following grievance meeting scheduled for February 19, 2025, and will not be considered outside of time lines);

3. That should either the Employer or the Union wish to schedule a Step 3 meeting earlier than when the grievance would be heard as per the schedule outlined in Paragraph 2, the Parties will notify each other in writing and a Step 3 meeting will be scheduled at the earliest, mutually agreeable date and time;

4. That the Parties are able to cancel a grievance meeting by providing each other notice in writing of the need to cancel;

5. That should a grievance meeting be cancelled, the grievances scheduled to be heard on that date will immediately be placed at the top of the agenda of the following scheduled grievance meeting and will not be considered outside of time lines;

6. That the Parties agree to forgo grievance meetings in July, August, and December, of each year to account for vacations and holidays and that any grievances properly filed, as per Paragraph 1, that would normally be heard in these months will be added to the agenda of the next regularly scheduled grievance meeting;

7. That should either the Employer or Union wish to schedule a Step 3 grievance meeting in July, August, or December due to a need to immediately have a grievance heard, the Parties will notify each other in writing and a Step 3 meeting will be scheduled at the earliest, mutually agreeable date and time;

8. That should the Parties wish to discontinue this practice, the Parties will notify each other in writing and the discussion of discontinuing the practice will be added to the next regularly scheduled Labour Management Committee meeting; and

9. That this Letter of Understanding will be attached to the Collective Agreement and reviewed/renewed at the next round of collective bargaining.

Signed electronically

For the Union	For the Employer
Karen Shimoda (Sep 17, 2026 07:31:54 EDT)	
Kim Bowslaugh (Sep 16, 2026 14:53:56 EDT)	Nancy Fischer (Sep 21, 2026 09:13:08 EDT)
Emily Thompson (Sep 16, 2026 15:11:49 EDT)	
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D. Bishop Della Bishop (Sep 17, 2026 22:47:55 EDT)	
B.V Burt Vanderschee (Sep 16, 2026 14:21:43 EDT)	