COLLECTIVE AGREEMENT

BETWEEN

SPRUCE LODGE HOME FOR THE AGED

AND

CANADIAN UNION OF PUBLIC EMPLOYEES AND ITS LOCAL 2166

January 1, 2024 to December 31, 2025

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ARTICLE 1 - PURPOSE

1.01 The purpose of this agreement is to provide orderly collective bargaining relations between the Employer and the Union, to secure a prompt and fair disposition of grievances, to promote harmonious relationships between the parties and ensure the efficient operation of the Home for the Aged.

1.02 It is recognized that employees wish to work together with the Employer to secure the best possible care for residents of the Home for the Aged.

ARTICLE 2 - RECOGNITION

2.01 The Employer recognizes the Union as the sole bargaining agent for all employees of the Employer at Stratford, save and except supervisors, persons above rank of supervisor, registered and graduate nurses, office and clerical staff, students employed during the school vacation period, and persons employed pursuant to arrangements with Ontario Works.

2.02 It is understood and agreed that the Employer will employ no more than a maximum of five (5) persons under arrangements with Ontario Works, and that such persons will not perform work normally performed by members of the bargaining unit.

2.03 Persons who do not come within the bargaining unit shall not normally perform the work of employees in the bargaining unit except in cases of emergency or for the purposes of instructing employees or in the case of residents performing odd jobs around the Home as therapy, so long as the performance of these odd jobs does not result in the lay-off of any employee or prevent the recall of any employee In the bargaining unit.

2.04 The employer will arrange for a union representative to meet with all newly hired employees at some point during their orientation period. The meeting may be up to fifteen (15) minutes in length. The Employer agrees to discuss with the union representative the timing and location of the meeting. Where there is more than one (1) employee attending, the union representative will be informed in advance.

ARTICLE 3 - MANAGEMENT RIGHTS

3.01 Except as specifically and clearly abridged, delegated, granted or modified by this agreement, all the rights, powers and authority of management are retained by management and remain exclusively within the rights of management. Without limiting the generality of the foregoing, it is the exclusive function of the Employer to:

a) maintain order, discipline and efficiency;

b) hire, assign, discharge, direct, promote, demote, classify, transfer, lay off, recall and suspend or otherwise discipline employees subject to the right of the employee to grieve to the extent and manner provided herein if the provisions of this agreement are violated in the exercise of these rights;

c) direct the working forces; plan, direct and control the operation of the Home for the

Aged; introduce new and improved methods, facilities and equipment; determine the amount of supervision necessary; prepare work schedules; establish standards and quality of care; determine the extent to which the Home for the Aged will be operated;

d) make and enforce and alter from time-to-time rules and regulations to be observed by the employees and which shall not be inconsistent with the provisions of this agreement.

The Employer agrees that these functions will not be exercised in a manner inconsistent with the provisions of this agreement.

ARTICLE 4 - STRIKE OR LOCKOUT

4.01 The Employer agrees that there will be no lockout of employees, and the Union agrees that there will be no strike, picketing or other interference with the operation of the Home for the Aged.

ARTICLE 5 - RELATIONSHIP

5.01 The Employer and the Union agree that there will be no intimidation, bullying, harassment, interference, discrimination, restriction or coercion exercised or practiced upon or against any employee because of race, ancestry, place of origin, colour, ethnic origin, citizenship, creed, sex, sexual orientation, age, record of offence, marital status, same-sex partnership status, family status or disability, union membership or non-membership in the union or union activity. RSO 1990, c.H.19, s 5(1); 1999, c. 6, s. 28(5); 2001, c.32, s.27(1).

5.02 The Employer shall deduct from all employees from each pay and from the date of hire a sum equal to the regular Union dues. All employees shall, as a condition of employment, be required to authorize the Employer on a form provided for this purpose to deduct and remit to the Union.

The Union shall notify the Employer in writing of the amount of such dues from time to time. The Employer will send to the Union National Office once each month, by the 20th day of each month, its cheque for the dues deducted under this clause, together with a list of the names of the employees from whom such deductions have been made. The Union shall indemnify and save the Employer harmless with respect to all dues so deducted and remitted.

5.03 All present employees of the Employer who are members of the Union must maintain their membership as a condition of employment. All new employees must join the Union upon completion of the probationary period and maintain membership as a condition of employment.

5.04 All correspondence between the parties arising out of this agreement or incidental thereto, shall pass to and from the Administrator, and the President and Recording Secretary of the Union.

5.05 No employee shall be required or permitted to enter into a verbal or written agreement with the Employer which conflicts with the terms of this collective agreement unless agreed to by

the parties.

ARTICLE 6 - UNION REPRESENTATION

6.01 a) The Employer will recognize a Chief Steward and stewards from each of the following areas of the Home for the Aged:

- three stewards from Resident Care Department, one of whom must be from the RPN classification;
- one steward from Nutrition Services Department;
- one steward from the Life Enrichment Services Department;
- one steward from the Support Services Department;
- one steward from Environmental Services Department.

b) In addition to the stewards, the Employer will also recognize an employee as the Union's WSIB representative.

c) Stewards and the representatives identified above shall be elected and/or appointed by the Union from among employees who have completed their probationary period.

The Union shall keep the Employer informed in writing of the names of the stewards as well as the names of the other Union representatives and the effective date of their terms of office.

6.02 The Union acknowledges that stewards have their regular duties to perform on behalf of the Employer and that such persons shall not leave their regular duties without having first secured permission from their supervisor, which permission shall not unreasonably be withheld. The Employer will recognize a grievance committee composed of the President of the Local Union, the Chief Steward, and the particular steward having carriage of the particular grievance concerned. The function of the grievance committee shall be to process grievances after Step 1 of the grievance procedure.

6.03 The Employer will recognize a Union negotiation committee of not more than three (3) employees for the purpose of bargaining for the renewal of this agreement in accordance with Article 25.01. Employee members of such committee shall suffer no loss of pay at any meetings with the Employer. It is understood and agreed that not more than two (2) members of such committee shall be from the same department. The Union shall inform the Employer in writing of the names of the members of such committee and changes therein from time to time prior to any meeting with the Employer.

The Employer agrees to pay members of the Negotiating Committee for straight time wages lost from scheduled working hours spent in direct negotiations with the Employer for a renewal agreement up to and including conciliation, but not thereafter.

6.04 Labour-Management Committee

Labour-management meetings will be held quarterly, or more regularly as the parties agree is necessary. Each party will switch on a rotating basis the responsibility for providing an agenda (at least one (1) week in advance of the meeting) and minutes (no later than one (1) week

after the meeting). The committee shall consist of an equal number of representatives from the Employer and the Union, with three (3) bargaining unit members elected or otherwise selected by the Union and three (3} Employer representatives appointed by the Employer. Should either party require an additional representative to attend a meeting, which may include the National Representative of the Union, it will be decided and agreed in advance, with as much notice as possible. In the event that either party brings an additional representative to a meeting, the other party may also bring an additional representative for that meeting or agenda item.

6.05 The Union Grievance Committee and Labour Management Committee shall have the right to request the assistance and attendance of the National Representative at any time in meeting with the Employer to address matters arising from the collective agreement or any applicable legislation. The National Representative must obtain permission in advance from the Employer to have access to the Employer's premises and such permission shall not be unreasonably withheld.

ARTICLE 7- GRIEVANCE PROCEDURE

7.01 It is the mutual desire of the parties hereto that complaints of employees shall be adjusted as quickly as possible, and it is understood that an employee has no grievance until they have given their Manager or designate an opportunity to adjust the complaint. If an employee has a complaint, they shall discuss it with their Manager or designate within five (5) working days after the circumstances giving rise to the complaint have originated or occurred and, failing settlement, the employer shall respond within five (5) days of receiving the complaint. All responses within this article shall be in writing.

Step No. 1:

Failing Settlement at the complaint stage, the employee, with the assistance of their steward, may submit a written grievance within five (5) working days, signed by the employee and by a steward, to the Business Manager or designate. The grievance shall state the nature of the grievance and the remedy sought. The Business Manager or designate will deliver their decision in writing within seven (7) working days following the date on which the grievance was presented. Failing settlement, the grievance will proceed to Step No. 2.

Step No. 2:

Within seven (7) working days following the decision under Step No. 1, the Union may submit the written grievance to the Administrator or designate, at which time a meeting to discuss a grievance at Step No.2 at a time and place mutually agreeable, no later than seven (7) working days of submitting the Step 2. The Employer will respond to the union no later than seven (7) working days after the meeting has taken place. A representative of the Union and the grievance committee may be present at such meeting.

7.02 A complaint or grievance arising directly between the Employer and the Union concerning the interpretation, application or alleged violation of the agreement (which would not normally be grieved by an individual employee), or a grievance involving a group of employees shall be originated under Step No. 2. Failing settlement under Step No. 2 within fifteen (15) working days, it may be submitted to arbitration in accordance with Article 8. Any grievance by the Employer or Union as provided in this paragraph 7.02 shall be commenced within ten (10) working days of the circumstances giving rise to the complaint.

7.03 Failing settlement under the foregoing procedure of any grievance between the parties arising from the interpretation, application or alleged violation of this agreement, including any question as to whether a matter is arbitrable, such grievance may be submitted to arbitration as set forth in Article 8. If no written request for arbitration is received within fifteen (15) working days after the decision under Step No. 2 is given, it shall be deemed to have been abandon and not eligible for arbitration.

7.04 All agreements reached under the Grievance Procedure between the representatives of the Employer and representatives of the Union will be final and binding upon the Employer and the Union and the employees.

7.05 Where no answer is given within the time limits specified in the Grievance Procedure, the employee concerned, and the Union and the Employer shall be entitled to submit the grievance to the next step of the Grievance Procedure. Any grievance not processed within the time limits specified in the Grievance Procedure or in accordance with this Article 7 shall be deemed to have been settled and ineligible for arbitration.

7.06 Grievances about layoff start with a written grievance lodged at Step No. 2.

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

The parties agree to share the costs of the mediation. By mutual agreement, the parties may agree to use the services of a mediator and extend the time limits for the appointment of the arbitration board if such is required.

7.08 "Working days" for the purposes of this collective agreement shall be defined as excluding Saturdays, Sundays, and any of the designated non-float holidays listed under Article 15.

ARTICLE 8 - ARBITRATION

8.01 Where a dispute arises in respect of any of the matters covered by this Agreement, including:

(a) the interpretation, application, or administration of this Agreement; or

(b) whether a matter is arbitrable; or

(c) where an allegation is made that this Agreement has been violated, and if a satisfactory settlement cannot be reached in Article 7, the matter in dispute may be submitted by the Employer or the Union to Arbitration.

8.02 The hearing will use a single Arbitrator, and the parties may mutually agree to use a board of Arbitrators wherein, the grieving party will select their nominee when processed.

8.03 No person may be appointed as an arbitrator who has been involved in an attempt to negotiate or settle the grievance except as mutually agreed between the parties.

8.04 The arbitrator or arbitration board shall not have jurisdiction to amend, modify, ignore or add to any of the provisions of this agreement, or to substitute any new provisions in lieu thereof, nor to give any decision inconsistent with the terms and provisions of this agreement.

8.05 Either party may request the Labour Board appoint an arbitrator.

8.06 Where there is a single Arbitrator the Employer and the Union shall share equally the cost of the arbitration proceeding and the cost of the Arbitrator.

8.07 Each of the parties hereto will bear the expenses of the nominee appointed by it, and the parties will jointly bear the fees and expenses of the chairman of the arbitration board.

8.08 The decision of the Board of Arbitration appointed pursuant to this Article is final and binding upon the Employer, the Union and any employee affected thereby.

8.09 At the mutual agreement of the Parties a Mediator can be requested to assist in mediating a settlement. The dually selected Mediator will remain seized on all settlements. Should the parties be unable to agree on a Mediator, the process will resume at Article 8.02.

8.10 Any grievance unsettled at the Mediation stage will have twenty (20) working days to proceed to Arbitration, as per Article 8.03

8.11 No person may be appointed as an arbitrator who has been involved to an effort to mediate a settlement, on the said grievance, except as mutually agreed between the parties.

8.12 No matter may be submitted to arbitration which has not been properly carried through the Grievance Procedure, except that the parties may agree in writing to extend the time limits fixed in both the Grievance and Arbitration Procedures.

ARTICLE 9 - DISCHARGE, DISCIPLINE, AND SUSPENSION GRIEVANCES

9.01 A claim by an employee who has completed their probationary period that they have been unjustly suspended, and/or discharged shall be treated as a grievance if a written statement of such grievance is lodged at Step No. 2 of the Grievance Procedure within seven (7) working days after the employee ceases to work for the Employer. Whenever the employer requests a meeting between itself and an employee(s) regarding discipline and work performance, the employee(s) has the right to request representation by the Union at this meeting.

When the employer requests a meeting between itself and employees regarding discipline, the employee will be informed of their right to union representation. If an employee refuses the right to a union representative in disciplinary matters, the employee shall sign a waiver prior to the meeting being taking place.

Where the meeting is disciplinary in nature, the employee will be informed of this right in advance, and the Union will be advised such meeting is going to occur.

9.02 Such special grievance may be settled under the Grievance and Arbitration Procedures by:

(a) confirming the Employer's action in dismissing the employee; or,

(b) reinstating the employee with full compensation and seniority for the time lost; or,

(c) by any other arrangement which is just in the opinion of the parties or the arbitration board, if appointed.

9.03 Each employee shall have reasonable access to their personnel file for the purpose of reviewing any evaluations or formal disciplinary notations contained therein, in the presence of the employee's Supervisor or the Business Manager. An employee has the right to request copies of any evaluations or formal disciplinary notations in their file. The request must be in writing.

9.04 Any letter of reprimand, suspension, or other sanction, other than that which is rendered for resident abuse, workplace violence or workplace harassment will be removed from the record of any employee eighteen {18} months following the receipt of such letter, suspension, or other sanction, provided that the employee's record has been discipline free for such eighteen (18) month period. Leaves of absence in excess of thirty (30) continuous calendar days will not count toward the eighteen (18) month period.

In instances where disciplinary sanctions are imposed for resident abuse, workplace violence or workplace harassment the following will occur:

(a) The employee shall have an opportunity to submit a "statement of events" which will be attached to the disciplinary record.

(b) At eighteen (18) month intervals, and providing that the employee's record has been discipline free for such eighteen (18) month intervals, the Employer, the Union and the employee will meet to review the disciplinary record. The Employer will consider the removal of the disciplinary sanction. Such consideration will not be conducted in an arbitrary manner.

ARTICLE 10 - SENIORITY

10.01 a) Full-time employees and those regular part-time employees and students who were hired on or before October 28, 2010 will accumulate seniority and service on the basis of their continuous service with the Employer since last date of hire, except as otherwise provided herein.

b) Regular part-time employees and students who are hired after October 28, 2010 will accumulate seniority and service on the basis of hours worked for the Employer since last date of hire, except as otherwise provided herein. For the said employees, 1740 hours worked since last date of hire shall be equivalent to one year of seniority and service, except as otherwise provided herein.

c) Casual employees accumulate service, and seniority, while employed in their casual status. Casual employees hired on or before October 28, 2010 accumulate service and seniority on the basis of their continuous service with the Employer since last date

of hire, except as otherwise provided herein. Casual employees hired after October 28,2010 accumulate service on the basis of hours worked for the Employer since last date of hire, except as otherwise provided herein, with 1740 hours worked since last date of hire equivalent to one year of service.

Upon transfer to full-time or regular part time, casual employees are credited with seniority. Casual employees hired on or before October 28, 2010 are credited with seniority on the basis of continuous service since last date of hire, except as otherwise provided herein. Casual employees hired after October 28, 2010 will be credited with seniority on the basis of hours worked since last date of hire, except as otherwise provided herein, with 1740 hours worked since last date of hire equivalent to one year of service.

10.02 Effective October 28, 2010, an employee whose status is changed from full-time to regular part-time shall receive credit for their seniority and service on the basis of 1740 hours worked of part-time seniority and service for each one (1) year of full-time seniority and service. A regular part-time employee hired after October 28, 2010, whose status is changed to full-time shall receive credit for their seniority and service on the basis of one (1) year of full-time seniority and service for each 1740 hours worked as a regular part-time employee. It is further understood that a student or casual who is hired after October 28, 2010, will be credited with seniority and service upon transfer to full-time on the basis of one (1) year of full-time seniority and service for each 1740 hours worked as a student or casual and if transferring to regular part-time status will be credited with their hours worked for seniority and service purposes.

10.03 a) An employee will be considered on probation and will not be subject to the seniority provisions of this agreement, nor shall their name be placed on the seniority list until after they have completed 45 days worked with the Employer. Upon completion of such probationary period, the employee's name shall be placed on the appropriate seniority list with seniority calculated in accordance with Article 10.01. The dismissal of a probationary employee shall not be the subject of a grievance.

b) Probationary periods will not be extended unless by mutual agreement and with notification to the Union, in writing, and outlining the reasons for the extension, prior to the end of the employee's probationary period.

10.04 The Employer will post a seniority list 1 month prior to mass schedule changes occurring in addition to twice each year showing the seniority standing of each employee as at March 15th and September 15th in each year. In the event the 15th of the month falls on a weekend or holiday, the Employer will post the list on the first workday following the 15th. The Employer will forward a copy of such list to the Secretary of the Union at the time of posting.

Separate seniority lists shall be kept for the casual employees, regular part-time employees and regular full-time employees.

10.05 A person shall lose all seniority and shall be conclusively deemed to have terminated employment with the Employer if they:

(a) voluntarily quits the employ of the Employer; or,

(b) is discharged and such discharge is not reversed through the Grievance Procedure;

or,

(c) fails to report for work within three (3) working days after being notified by the Employer to report for work following a lay-off, unless a reason satisfactory to the Employer is given; or,

(d) is absent for three (3) consecutive working days unless a reason satisfactory to the Employer is given; or,

(e) is absent due to lay-off of more than twenty-four months; or,

(f) fails to return to work upon the termination of an authorized leave of absence unless a reason satisfactory to the Employer is given or utilizes a leave of absence for the purposes other than those for which the leave of absence was granted, unless a reason satisfactory to the Employer is given; or,

g) is absent from work due to sickness or accident for more than twelve months in the case of employees with less than two years seniority and twenty-four months in the case of those with two or more years of seniority, and thirty months in the case of a person on a Workplace Safety and Insurance Board claim. In applying this provision, the Employer will abide by the Ontario Human Rights Code.

10.06 Notice of Layoff:

.01 In the event of a proposed layoff of a permanent or long-term nature of more than thirteen (13) calendar weeks, the Employer will provide affected employees with notice in accordance with the Employment Standards Act. However, the Employment Standards will be deemed to be amended to provide notice to the affected employee as follows:

- if their service is greater than 9 years - 9 weeks' notice
- if their service is greater than 10 years - 10 weeks' notice
- if their service is greater than 11 years - 11 weeks' notice
- if their service is greater than 12 years - 12 weeks' notice

Layoff Process

.02 Layoff Procedure:

a) In the event of layoff, the Employer will layoff employees within the affected classification(s) in the reverse order of their seniority as hereinafter provided, provided that there remain on the job employees who have the ability and qualifications to perform the work.

b) A full-time employee who is subject to layoff shall have the right to either:

i) accept the layoff; or

ii) displace a full-time employee who has lesser bargaining unit seniority in the same classification or in a lower or an identical paying classification in the bargaining unit if the employee originally subject to layoff is qualified for and can perform the duties of the same, lower or identical paying classification without training other than orientation. [Such employee so displaced shall be laid off and shall be given the rights as set out in .02 b)]; or

iii) displace a regular part-time employee who has lesser bargaining unit seniority and who is in the same classification or in a lower or an identical paying classification in the bargaining unit if the employee originally subject to layoff is qualified for and can perform the duties of the same, lower or identical paying classification without training other than orientation [Such employee so displaced shall be laid off and shall be given the rights as set out in .02 c) below]; or

iv) In the event that there are no employees with lesser seniority in the same or a lower or identical paying classification, as defined in this article, a laid off full-time employee shall have the right to displace another employee with lesser seniority who is the least senior employee in a classification where the straight time hourly rate at the level of service corresponding to that of the employee is within 3% of the laid off employee's straight time hourly rate of pay provided that they are qualified for and can perform the work without training other than orientation.

[NOTE: In this Article, an identical paying classification shall include any classification where the straight time hourly wage rate at the level of service corresponding to that of the laid off employee is within one percent (1%) of the laid off employee's straight time hourly wage rate.]

v) The decision of the full-time employee to choose .02 b) i) or ii) or iii) or, if applicable, to choose .02 b) i) or iv), shall be given in writing to the Administrator within five (5) calendar days following the notification of layoff, and where the employee elects to displace another employee, the employee will also advise the Employer in writing as to the position claimed within the same five (5) calendar day period. Employees failing to so notify the Administrator of their election will be deemed to have accepted the layoff.

c) A regular part-time employee who is subject to layoff shall have the right to either:

i) accept the layoff; or

ii) displace a regular part-time employee who has lesser bargaining unit seniority and who is in the same classification or in a lower or an identical paying classification in the bargaining unit if the employee originally subject to layoff is qualified for and can perform the duties of the same, lower or identical paying classification without training other than orientation [Such employee so displaced shall be laid off and shall be given the rights as set out in .02 c); or

iii) In the event that there are no part-time employees with lesser seniority in the same or a lower or identical paying classification, as defined in this article, a laid off regular part-time employee shall have the right to displace another regular part-time employee with lesser seniority who is the least senior regular

part-time employee in a classification where the straight time hourly rate at the level of service corresponding to that of the employee is within 3% of the laid off employee's straight time hourly rate of pay provided that they are qualified for and can perform the work without training other than orientation.

[NOTE: In this Article, an identical paying classification shall include any classification where the straight time hourly wage rate at the level of service corresponding to that of the laid off employee is within one percent (1%) of the laid off employee's straight time hourly wage rate.]

iv) The decision of the regular part-time employee to choose .02 c) i) or ii) above or, if applicable, to choose .02 c) i) or iii), shall be given in writing to the Administrator within five (5) calendar days following the notification of layoff, and where the employee elects to displace another employee, the employee will also advise the Employer in writing as to the position claimed within the same five (5) calendar day period. Employees failing to so notify the Administrator of their election will be deemed to have accepted the layoff.

.03 Recall Rights

a) An employee shall have opportunity of recall from a layoff to an available opening provided they have the ability and qualifications to perform the work.

In determining the ability and qualifications of an employee to perform the work for the purposes of the paragraph above, the Employer shall not act in an arbitrary manner.

The Job Posting Process shall apply prior to the exercise of recall rights. Employees who are on layoff shall have the right to apply to job postings. If a laid off employee bids for and is successful in obtaining a job posting, they will have no further rights with regard to recall.

b) An employee recalled to work in a different classification from which they were laid off shall have the privilege of returning to her former classification if a vacancy should arise within the said classification within six (6) months of being recalled.

c) No new employees shall be hired until all those laid off who have the qualifications and ability to perform the work have been given an opportunity to return to work and have failed to do so, in accordance with the loss of seniority provision.

d) It is the sole responsibility of the employee who has been laid off to report to work within three (3) days after being notified to do so by the Employer by registered mail (which notification shall be deemed to have been received on the second date of mailing). The notification shall state the job to which the employee is eligible to be recalled and the date and time at which the employee shall report for work. The employee is solely responsible for their proper address being on record with the Employer.

e) Employees on layoff shall be given preference for temporary vacancies which are expected to exceed thirty (30) days of work, provided that they are qualified and are able to perform the work.

.04 Benefits on Layoff

In the event of a layoff, provided that the employee deposits with the Employer her share of the premiums, if any, for the succeeding months (except for Weekly Indemnity which is not available to an employee during layoff), the Employer will pay its share of the insured benefits premiums for full-time employees for the insured health plans in which the employee was enrolled for a period up to three (3) months from the date of layoff or until the laid off employee is employed elsewhere, whichever occurs first.

10.07 Effect of Absence

Whenever they are used in the Collective Agreement, the terms seniority and service shall be defined as in 10.01 subject to the following conditions:

a) It is understood that during an approved absence not paid by the Employer not exceeding thirty (30) continuous calendar days or during any approved absence paid by the Employer, seniority and service will accrue.

b) During an approved absence not paid by the Employer exceeding thirty (30) continuous calendar days, credit for service for purposes of salary increment, vacation progression, or any other benefits under any provisions of the Collective Agreement or elsewhere, shall be suspended; the benefits concerned appropriately reduced on a pro-rata basis. In addition, the employee will become responsible for full payment of subsidized employee benefits in which they are participating for the period of the absence. Notwithstanding this provision, credit for service for pregnancy and parental leave shall be as in accordance with the Employment Standards Act.

c) It is further understood that during such approved leave not paid by the Employer as provided for in b) above, credit for seniority for purposes of promotion, demotion, transfer or lay-off shall be suspended and not accrue during the period of absence.

Notwithstanding this provision seniority shall accrue for a period of thirty (30) months if an employee's absence is due to a disability resulting in W.S.1.8. benefits. Credit for seniority for pregnancy and parental leave shall be in accordance with the Employment Standards Act.

d) Benefits/Workers' Compensation Board, Paid Leave

The Employer shall continue to pay its share of premiums for benefit plans for full-time employees who are on an approved leave of absence paid by the Employer or on Workers' Compensation leave if the employee continues her contribution towards said benefits.

It is understood that the obligation of the Employer, to pay the aforesaid benefits while an employee is on Workers' Compensation leave, shall continue for a maximum duration of up to thirty (30) months following the date of the injury.

[NOTE: It is agreed that this Article shall be interpreted consistent with the Ontario Human Rights Code]

ARTICLE 11 - JOB POSTING

11.01 The Employer shall post all job vacancies within one (1) month of the vacancy for a period of five (5) days (exclusive of Saturdays, Sundays and holidays) before any such job is permanently filled, unless the employer advises the Union in writing that it does not intend to fill the vacancy. The Employer agrees not to hire a person from outside the bargaining unit to fill a posted vacancy until applications from employees have been considered.

Employees will be limited to a maximum of two (2) changes through the job posting process each calendar year unless the limit would prevent an employee from changing their status (full-time to part-time or vice versa).

In matters of filling Job Postings, the senior applicant with the necessary skill, ability, efficiency and physical capacity to perform the work will be the successful candidate.

If, however, the position posting goes unfilled and the Home has a continuing need, the posting be reposted every 6 months.

11.02 No employee shall be transferred to a position outside of bargaining unit without their consent. If the employee is later transferred back into a position in the bargaining unit within one (1) year after being transferred out of the bargaining unit, such employee shall be credited with the seniority which they have accumulated as at the date the employee previously ceased to be a member of the bargaining unit.

11.03 a) An employee who applies for a posted job which results in a transfer or promotion to a different employment status (ie.full-time, regular part-time or casual) or to a different classification shall be subject to a trial period of thirty (30) days worked.

An employee who applies for a posted job that results in a transfer which does not involve either a change in employment status or a change In classification shall be subject to a trial period of ten (10) days worked, if a full-time employee, or five (5) days worked if a regular part-time employee.

b) Notwithstanding a) above, within the Resident Assistant classification where an employee within the Kitchen Resident Assistant position applies for a job posting in the Resident Assistant position, and vice versa, the thirty (30) day trial period in a) above applies. Furthermore, within the Maintenance classification, where an employee within the Night Watchman position applies for a job posting in the Maintenance position, and vice versa, the thirty (30) day trial period in a) above applies.

c) Upon successful completion of the applicable trial period, the employee shall be confirmed in the appointed position. Should the employee be unsuccessful in completing the trial period satisfactorily or should they be unable or unwilling to continue in the position, they shall be returned to their previous position at the wage level they had immediately prior to appointment without loss of seniority.

Employees who have been transferred by reason of such appointment shall be returned to their former position and any employee who has been hired from outside may be laid off.

An employee who wishes to apply for a posted job must fill out a letter of intent form and submit it to the Nursing Administrative Assistant, where it will be date stamped and a receipt returned.

The employer shall have the right to fill any permanent vacancy on a temporary basis until the posting procedure provided herein has been complied with and arrangements have been made to permit the successful applicant selected to fill the vacancy to be assigned to the job. The employer will use their best efforts to ensure that the successful applicant is placed as quickly as possible.

11.04 Temporary vacancies which are expected to exceed three (3) calendar months will be posted and filled in accordance with the provisions of this article 11, except as provided below:

In matters of filling posted temporary vacancies which are expected to be of six (6) months or lesser duration, the Employer will first consider those employee applicants who work within the Department in which the temporary vacancy arises, applying the selection criteria set out in Article 11.01 to those applicants. If the Employer is unable to fill such temporary vacancy from those applicants who work within the Department, then the Employer will next consider the employee applicants from outside of the Department, applying the selection criteria set out in Article 11.01. Where such vacancy extends beyond six (6) months, the parties may by mutual agreement extend the successful incumbent's filling of the vacancy.

The last paragraph of Article 11.01 will continue to govern the filling of temporary vacancies expected to exceed six (6) months duration.

ARTICLE 12 - LEAVE OF ABSENCE

12.01 Leaves of absence for legitimate personal reasons may be granted by the Employer upon written request provided that the Employer is able to satisfy its staffing requirements. Such leave will not be unreasonably denied.

12.02 Jury and Witness Duty

If an employee is required to serve as a juror in any court of law, or is required to attend as a witness in a court proceeding in which the Crown is a party, or is required by subpoena to attend a court of law, or coroner's inquest in connection with a case arising from the employee's duties at Spruce Lodge, the employee shall not lose regular pay because of such attendance, provided that the employee:

a) notifies the Employer immediately of the employee's notification that they will be required to attend court;

b) presents proof of service requiring the employee's attendance; and

c) deposits with the Employer the full amount of compensation received, excluding mileage, travelling and meal allowance, and an official receipt thereof.

12.03

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

.02 Pregnancy Leave

a) An employee who is pregnant shall be entitled, upon application, to pregnancy leave and parental leave immediately thereafter. Pregnancy leave shall be granted for 17 weeks as provided in the Employment Standards Act and may begin no earlier than 17 weeks before the expected birth date.

The employee shall give the Employer two (2) weeks notice, in writing, of the day upon which they intend to commence her leave of absence, unless impossible, and furnish the Employer, if requested, with a certificate of a legally qualified medical practitioner stating that they are pregnant and giving the estimated day upon which delivery will occur.

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

c) The employee shall give at least two (2) weeks' notice of her intention to return to work. The employee may, with the consent of the Employer, shorten the duration of the leave of absence requested under this Article upon giving the Employer two (2) weeks' notice of her intention to do so, and furnishing the Employer with a certificate of a legally qualified medical practitioner stating that they are able to resume her work.

Additional leave of absence may be taken under Article 12.03.10, Parental Leave.

.03 An employee who does not apply for leave of absence under Article 12.03.02 (a) and who is otherwise entitled to pregnancy leave, shall be entitled to and shall be granted leave of absence in accordance with Article 12.03.02 (a) 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 her employment because of a medical condition arising from her pregnancy, and giving the estimated day upon which, in their opinion, delivery will occur or the actual date of her delivery.

.04 During the period of leave, the Employer shall continue to pay the Employer's portion of hospital, medical, dental, group life, pension and other benefits included and prescribed by the Employment Standards Act unless the employee gives the Employer written notice that the employee does not intend to pay the employee contributions.

.05 An employee who intends to resume her employment on the expiration of the leave of absence granted to her under this Article shall so advise the Employer when they request the leave of absence.

If a full-time employee returns to work at the expiry of the normal maternity or adoption leave, and the employee's former position still exists, the employee will be returned to her former position and, if it still exists to her former line rotation.

.06 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 her employment or to alternate work in accordance with the established seniority system of the Employer in existence at the time the leave of absence began and in the absence of such system shall reinstate the employee in accordance with the provisions of Article 12.03.05.

.07 Such absence is not an illness under the interpretation of this Agreement, and sick leave credits cannot be used.

.08 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.

.09 Upon expiry of seventeen (17) weeks pregnancy leave, an employee may immediately commence parental leave, as provided under Article 12.03.11 of this agreement. The employee shall give the Employer at leave two (2) weeks' notice, in writing, that they intend to take parental leave.

.10 An employee on pregnancy leave who is in receipt of Employment Insurance pregnancy leave benefits shall be paid a supplemental Employment Insurance Benefit.

That benefit will be the equivalent to the difference between seventy-five percent (75%) of her regular weekly earnings and the sum of her weekly rates of Employment Insurance Benefits. In any week, the total amount of SUB payments and the weekly rate of E.I. benefits will not exceed seventy-five percent (75%) of the employee's regular weekly earnings.

Vested Interest - Employees do not have a right to SUB payments except for supplementation of E.I. benefits during the unemployment period as specified in the plan.

Other Income - Payments in respect to guaranteed annual remuneration or in respect of deferred remuneration or severance pay benefits are not reduced or increased by payments received under this plan.

Such payment shall commence after the one (1) week employment insurance waiting period and shall continue while the employee is in receipt of such benefits for a maximum period of fifteen (15) weeks. The employee shall provide a copy of the Employment Insurance statement within two (2) weeks of receipt of the employee's EI benefit.

The employee's regular weekly earnings shall be determined by multiplying her regular hourly rate on her last day worked prior to the commencement of the leave times her normal weekly hours.

The regular hourly rate shall be calculated to include all of the employee's insurable earnings as defined by the Employment Insurance System.

The SUB top-up by the Home would not take into account E.I. insurable earnings from sources other than this facility.

.11 <u>Parental Leave</u>

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 no later than fifty-two (52) weeks after the day the child is born or comes into the custody, care and control of the parent for the first time. For employees on pregnancy leave, parental leave will begin immediately after pregnancy leave expires. Parental leave shall be granted for up to thirty-five (35) weeks in duration if the employee also took pregnancy leave and thirty-seven (37) weeks in duration if they did not.

d) The employee shall give the Employer two (2) weeks' written notice of the date the leave is to begin.

Parental leave ends as provided for in c) above or on an earlier day if the employee gives the employer at least four (4) weeks' written notice of that day.

e) For the purposes of parental leave under 12.03.11, Parental Leave, the provisions under 12.03.01, .04, .05, .06, .07, .08, and .09 shall also apply.

f) Effective December 15, 2015, an employee on parental leave who is in receipt of Employment Insurance parental leave benefits shall be paid a supplemental Employment Insurance Benefit. That benefit will be the equivalent to the difference between seventy-five percent (75%) of her regular weekly earnings and the sum of her weekly rates of Employment Insurance Benefits. In any week, the total amount of SUB payments and the weekly rate of E.I. benefits will not exceed seventy-five percent (75%) of the employee's regular weekly earnings.

Vested Interest - Employees do not have a right to SUB payments except for supplementation of E.I. benefits during the unemployment period as specified in the plan.

Other Income - Payments in respect to guaranteed annual remuneration or in respect of deferred remuneration or severance pay benefits are not reduced or increased by payments received under this plan.

Such payment shall commence after the two (2) week employment insurance waiting period and shall continue while the employee is in receipt of such benefits for a maximum period of ten (10) weeks in duration.

The employee's regular weekly earnings shall be determined by multiplying her regular hourly rate on her last day worked prior to the commencement of the leave times her normal weekly hours.

The regular hourly rate shall be calculated to include all of the employee's insurable earnings as defined by the Employment Insurance System.

The SUB top-up by the Home would not take into account E.I. insurable earnings from

sources other than this facility.

12.04 Union Leave

(a) Upon request by the Union to the Employer, employees selected and/or appointed by the Union shall be allowed an aggregate total of seventy-five (75) unpaid days per calendar year to attend Union conventions or seminars, training sessions or to attend to other Union business in connection with the administration of the collective agreement, subject to the following conditions:

i) no more than two (2) employees within a classification can be absent on such leave at the same time unless mutually agreed otherwise;

ii) The Union must provide at least fourteen (14) calendar days advance written notice to the Employer of the request for leave;

iii) The leave does not interfere with the efficient operation of the Home.

(b) The parties agree that unpaid union days will be deemed for the affected employee to be days without loss of regular straight time wages and that the Union will be invoiced at the employee's regular straight time wages plus the cost of all employment related benefits/taxes. The Employer will invoice the Union, and the Union will reimburse the Employer. The invoice will include a breakdown of the benefits, vacation, pension and payroll tax items.

(c) It is understood that the days spent by the Union negotiation committee in negotiation meetings with the Employer shall not be deducted from the total number of union leave days outlined in Article 12.04 (a) above.

ARTICLE 13 - BEREAVEMENT

13.01 (a) In the event of the death of an employee's spouse, common-law spouse as determined by law, child or step-child, an employee will be granted leave up to a maximum of five (5) days without loss of pay for regularly scheduled days missed up to and including the fifth consecutive calendar day following the day of the death.

(b) In the event of the death of an employee's mother, father, step-parents, mother-in-law, father-in-law, brother, sister, brother-in-law, or sister-in-law, legal guardian, grandparent, grandchildren, step-brother, step-sister, son-in-law or daughter-in- law, the employee will be granted leave up to a maximum of four (4) days without loss of pay for regularly scheduled days missed up to and including the fourth consecutive calendar day following the day of the death.

(c) It is agreed that pay for such days absence is limited to the days actually missed from work as per the employee's scheduled working days.

(d) An employee shall be granted one (1) day bereavement leave without loss of pay to attend the funeral of their aunt, uncle, niece or nephew.

(e) An employee will not be eligible to receive payment under the terms of bereavement

leave for any period in which they are receiving payments for holiday pay.

(f) Where an employee is on vacation and suffers bereavement, they shall be entitled to replace the vacation days missed arising from the bereavement with bereavement days to which they would otherwise have been entitled according to (a), (b), or (d) above, and the vacation days so replaced shall be rescheduled at a later date.

(g) Where it is necessary because of distance, the employee may be provided up to four (4) additional days' unpaid leave.

(h) An employee may elect to use a paid bereavement day to which they would otherwise be entitled in accordance with this clause for use at a later date to attend an internment or equivalent service, it being understood that the employee will provide at least one (1) weeks' notice of the date of the internment or memorial service.

ARTICLE 14 - SHIFT SCHEDULES AND OVERTIME

14.01 (a) The regular daily hours of work shall be eight (8) hours per day with thirty (30) minute paid meal period.

(b) One paid meal per full eight (8) hour shift will be offered to each member of the bargaining unit.

14.02 The Work Schedule (hereinafter called "the Posted Work Schedule") shall be posted in advance in a manner such that it will include the current week plus the following three (3) weeks. The Employer shall endeavour to keep any changes in such schedule to minimum, and shall in any case, in the case of a regular full-time employee, give at least 48 hours' notice of any changes.

14.03 a) Authorized work performed by employees in excess of eight (8) hours per day or eighty (80) hours bi-weekly as averaged over the bi-weekly pay period shall be paid for at the rate of time and one-half of the employee's regular rate of pay.

Employees who work authorized overtime will not be required to take time off in regular hours to make up for the overtime worked.

Time off in lieu may be taken on a mutually agreed upon basis between the employee and the Home; such time off will be the equivalent of the premium rate the employee has earned for working overtime. The Home shall revert to payment of premium rate if time off is not taken within sixty (60) calendar days.

The Employer agrees that it will only make overtime mandatory in emergencies where compulsory overtime is necessary for resident care.

b) Employees may request to mutually exchange shifts of work with the prior approval of their Department Head or designate. Employees will not be granted more than three (3) shift exchanges per calendar month, which may be an individual shift or a block of consecutive shifts, with no more than one of those three shift exchanges involving a weekend shift. This monthly cap includes all shift exchanges in which the employee is

involved, whether as the initiator of the exchange or not. The shifts of work subject to exchange must fall within a thirty (30) calendar day period. Such request will be on Staff Schedule Care (or equivalent technology) and accepted online by the employee willing to exchange shifts and submitted for approval at least two (2) business days, excluding Saturdays, Sundays and holidays, prior to the first requested shift in the exchange. The Employer shall respond on Staff Schedule Care (or equivalent technology) no later than one business day upon receipt.

Both of the employees who are involved in a shift exchange are committed to working their respective exchanged shift(s) and cannot trade or exchange that shift(s).

It is understood that where employee have agreed to exchange shifts and such shift exchange has been approved by the Employer, the Employer is not liable for any overtime rate claims, and the shift exchange shall not result in overtime compensation or Increased cost to the Employer.

14.04 No regular full-time employee shall be required to work a split shift.

14.05 Employees shall be entitled to a paid rest period of fifteen (15) minutes for each four (4) hours of work at a time to be specified by the Employer and at a time convenient to the supervisor.

14.06 Except with the consent of the employee concerned, the Employer shall schedule the work for regular full-time employees so that they shall receive every second weekend free. The Employer shall schedule the work for regular part-time employees on the Master Schedule such that they shall receive every second weekend free. It is understood that where an extra shift(s) becomes available on a weekend and a regular part-time employee is either scheduled to work the weekend pursuant to Article 14.11or is offered the shift through the call-in process and accepts the shift (whether such weekend shift(s) is scheduled on the Posted Work Schedule or becomes available after the posting of the Posted Work Schedule) such that the employee works consecutive weekends, there shall not be a violation of the Employer's obligation. It is further understood that the working of the extra shift(s) by the regular part-time employee is subject to the provisions of 21.01.

14.07 Failure to provide at least twelve (12) hours rest between shifts which are being changed shall result in payment of overtime at the rate of time and one-half for any hours worked during such rest period.

14.08

a) Shift Premium

Provided that the majority of hours are worked between the hours of 3:00 p.m. and 7:00 a.m., the employee shall receive a shift premium of .52 cents per hour.

b) Weekend Premium

The Employer shall pay a weekend premium of $0.50/hour for all hours worked, from 2300 hours Friday to 2300 hours Sunday.

Effective two (2) full pay periods following ratification, the weekend premium shall be increased by $0.10 to $0.60/hour for all hours worked from 2300 hours Friday to 2300 hours Sunday.

14.09 Where a regular full-time or part-time employee is called back to work after leaving the premises and having completed their regular shift, and prior to the commencement of their next regular shift, he shall receive a minimum of three (3) hours of work or three (3) hours pay at the rate of time and one-half their regular hourly earning. Where call-in is immediately prior to the commencement of their regular shift, the call-in pay will only apply to the point of commencement of a regular shift at the rate of time and one-half after which the rate of pay shall revert back to that of the regular shift.

It is expressly understood that this call-back premium does not apply to call-in shifts or to extra shifts offered to part-time employees in accordance with Article 14.10 or otherwise.

14.10 a) Where an extra shift becomes available after the posting of the Posted Work Schedule, the Employer shall offer the shift to the regular part-time employees within the classification for which the shift has become available in order of seniority on a rotating basis, such that the shift is offered commencing with the regular part-time employee within the classification who has the next greatest seniority to that of the regular part-time employee who had been offered and accepted the immediately preceding available shift, provided that:

i) The shift does not constitute an overtime shift for the regular part-time employee to whom it is offered;

ii) The shift does not attract any other form of premium pay for the regular part-time employee to whom it is offered, other than shift premium and weekend premium, if applicable;

iii) Working of the shift by the regular part-time employee to whom it is offered will not result in the violation of any scheduling provision of the collective agreement;

Where any one of the conditions in i) to iii) above would arise if the shift is offered to a regular part-time employee, the shift will not be offered to such employee.

It is understood that where a regular part-time employee works an extra shift that has become available and has been offered in accordance with this provision, the terms of Article 21.01 shall apply.

b) For the purposes of Article 14.10, the classifications are:

Resident Assistant
RPN
Support Worker Maintenance
Nutrition Aide
Housekeeping Aide
Lifeguard
Cook 1 - Cook2
Students

c) Where an available shift has been offered in accordance with 14.10 a), and the Employer has been unable to fill the shift, then the Employer may offer the shift to casual employees.

d) Where the employer assigns, in writing, an employee to temporarily substitute in an occupational classification having a higher rate of pay for at least one (1) full shift, he shall receive the higher rate of pay for all time worked.

14.11 For the purpose of this Article "additional available replacement shifts" are shifts that are over and above a regular part-time employee's regularly scheduled shifts and include shifts that become available due to other employee's absences, vacation, sick leave, lieu days, special requested days off, or shifts that are available pending the filling of temporary or permanent vacancies. The Employer shall follow the following process in the filling of additional available replacement shifts:

a) The Employer shall schedule on the Posted Schedule, those regular part-time employees who are on the "Additional Replacement Shift Availability List" and within the classification for which the shift becomes available to work the additional replacement shifts.

b) The Employer shall where possible, schedule the said regular part- time employees to work the additional available replacement shifts on an as equitable basis as is possible given such factors as: the number of additional replacement shifts that are available, the regular part-time employee's availability during the Posted Work Schedule, conflicts between the regular part-time employee's regularly scheduled shifts and the additional replacement shifts that are available; avoidance of overtime or premium payment. However, it is understood and agreed that the Employer will not schedule a regular part-time employee to work an additional available replacement shift where:

i) The shift would constitute an overtime shift for the regular part-time employee;

ii) The shift would attract premium pay, other than shift premium, if worked by the regular part-time employee;

iii) The shift would result in the violation of any scheduling provision of this agreement if worked by the regular part-time employee.

c) Except as expressly provided otherwise in the Letter of Understanding Re: Pre- Posted Scheduling, the Employer will provide, every six months all regular part- time employees with an election form to be effective on or about the last Sunday prior to the Labour Day weekend and March 1st, upon which form the employee will indicate whether the employee wishes to be scheduled for additional available replacement shifts. Those employees who indicate a desire to be so scheduled will be placed on the "Additional Replacement Shift Availability List" for the applicable six-month period. New hires will be given the form both at the time of hire and subsequently on the same dates as the other regular part-time employees.

The six-month election forms that are provided to regular part-time employees under Article 14.11 c), as amended under the Letter of Understanding Re: Pre- Posted Scheduling" will be amended to include an option for regular part-time employees to indicate that they do not wish to be prescheduled on the Posted Work Schedule to

work more than five (5) consecutive shifts. The Employer will make every reasonable effort to not schedule any regular part-time employee who has elected this option for more than five (5) consecutive shifts of work on the Posted Work Schedule, provided that the Employer is able to fill the shift at straight time rates of pay. It is expressly understood that a regular part-time employee who has so elected not to be prescheduled to work more than five (5) consecutive shifts may not therefore receive as many pre-scheduled shifts as they might otherwise have received or otherwise indicated they wished to receive.

d) It is understood that where a regular part-time employee is scheduled and works an additional available replacement shift in accordance with Article 14.11, the terms of Article 21.01 shall apply.

e) Where the Employer is unable to fill the additional replacement shift as provided for in this Article 14.11, the Employer will schedule a casual employee to fill the shift.

14.12 Where an employee is working additional shifts at another facility because they are unable to work at Spruce Lodge during an outbreak, such employee will be given a period of up to forty-eight (48) hours after receipt of notice that the outbreak is over to be available for work at Spruce Lodge.

14.13 In the event that an employee is double booked and reports to work for the shift (whether the shift was a scheduled shift or a shift that the employee had been offered and accepted as a call-in shift), the employee, if requested by the Employer, shall perform a minimum of four (4) hours of such work within the bargaining unit as the Employer may assign. If the Employer has no available work to assign to the employee, the Employer will pay the employee the lesser of the hours of the shift or four (4) hours pay. This provision shall not apply where the employee has received at least two (2) hours' notice of cancellation of the shift. Notwithstanding the above, if the affected employee wishes to return home, they will be allowed to do so, it being understood that they will not receive pay.

Overtime

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

14.15 Where an overtime opportunity arises for a shift within 8 hours (Next Shift) it shall be offered to the senior qualified employee who is on premises and willing.

ARTICLE 15- PAID HOLIDAYS

15.01 For the purpose of this agreement, the following shall be recognized as holidays:

New Year's Day	Family Day	Good Friday	Canada Day (July 1st)
Victoria Day	Civic Holiday	Labour Day	Thanksgiving Day
Boxing Day	2 Floating Holidays*	Christmas Day	

- To be credited with the Floating Holidays, the Employee must have been hired prior to October 1st of that year.

- To be taken at a time convenient to both parties within the contract year, and subject to the right of the Employer to schedule another holiday(s) for the employee if all employees wishing the same holiday cannot be accommodated.

The intent is that there shall be no more than twelve (12) paid holidays during the term of this Agreement. If another Federal, Provincial, or municipal holiday should be proclaimed during the term of the collective agreement, such additional holiday would replace one (1) of the designated holidays in the collective agreement.

15.02 Subject to the provisions of this Article, an employee shall receive holiday pay for each of the holidays listed in Article 15.01, as if they had worked a regular shift at their regular straight-time, hourly rate.

15.03 In order to qualify for holiday pay, an employee must have a minimum of one month's service and have worked their last full regularly required shift immediately preceding and their first regularly scheduled required shift immediately succeeding the holiday. In the event that an employee cannot work their regularly required shift immediately preceding and/or succeeding such holiday by reason of illness (as authenticated by medical certificate if required by the Employer) or absence on bereavement leave, the employee shall qualify for holiday pay.

15.04 If any of the foregoing holidays occur on an employee's regular day off, the employee will receive an additional day off with pay, or payment for the holiday in lieu thereof by mutual agreement between the Employer and the employee.

15.05 An employee required to work on any of the foregoing holidays shall be paid time and one-half their straight-time hourly rate for time worked on such holiday in addition to any holiday pay to which theymay be entitled or, by mutual agreement between the Employer and the Employee, the Employee may be paid at the rate of time and one-half for the time worked up to a maximum of eight (8) hours, and double time thereafter and receive a day off with pay in lieu thereof to be taken on a date that is mutually agreeable to the employee and employer. Failure to report to work assigned on such holiday shall disqualify an employee for holiday pay.

15.06 Except with the consent of the employee, an employee shall be entitled to either Christmas Day or New Year's Day as a day off, and shall not be required to work on such day.

15.07 It is agreed that holiday pay forms part of "total earnings" for purposes of vacation pay. The vacation pay that is payable on the holiday pay will be accrued and paid out at the same time as the employee's remaining vacation pay.

15.08 The Employer will schedule regular part-time employees in all departments to work additional available replacement shifts that fall on the designated holidays under Article 15.01, with the exception of Christmas and New Year's, on the basis of seniority.

ARTICLE 16 - VACATIONS

16.01 Employees who have less than one (1) year's continuous service at June 30th in any year shall receive vacation pay equivalent to four per cent (4%) of their earnings during the period of the employ.

16.02 Employees who have completed one (1) year's continuous service, but less than three (3) years' continuous service by June 30th of any year shall receive a vacation of two weeks and shall be paid four per cent (4%) of total earnings for that year.

16.03 Employees who have completed three (3) years' continuous service, but less than eight (8) years' continuous service by June 30th of any year shall receive a vacation of three (3) weeks and shall be paid six per cent (6%) of total earnings for that year.

16.04 Employees who have completed eight (8) years' continuous service but less than fifteen (15) years by June 3oth of any year shall receive a vacation of four (4) weeks and shall be paid eight per cent (8%) of total earnings for that year.

16.05 Employees who have completed fifteen (15) years' continuous service by June 30th of any year shall receive a vacation of five (5) weeks and shall be paid ten per cent (10%) of total earnings for that year.

16.06 Employees who have completed twenty-two (22) years' continuous service by June 30th 2018 and by June 30th of any subsequent year shall receive a vacation of six (6) weeks and shall be paid twelve per cent (12%) of total earnings for that year.

16.07 Employees who have completed twenty-eight (28) years' continuous service by June 30th of any year shall receive a vacation of seven (7) weeks and shall be paid fourteen per cent (14%) of total earnings for that year.

16.08 Regular part-time employees hired after October 28, 2010 as well as students and casual employees hired after that date shall accumulate service for the purpose of progression on the vacation scale on the basis of hours worked since last date of hire with 1740 hours so worked being equivalent to one year of service.

16.09 a) Vacation requests for June 15th of the current year through to January 15th of the following year are to be submitted by February 28th of the current year. Seniority will be the governing factor for vacation requests for this time period that are submitted by February 28th· Vacation requests submitted after February 28th will be considered on a first come first serve basis, with it understood that an employee who files a request post February 28th cannot use their seniority to override another employee's vacation request which was submitted by February 28th.

b) The Employer will notify employees who submitted a vacation request by February 28th for the prime summertime of June 15th to the last Sunday prior to the Labour Day weekend whether their request has been granted or denied by March 31st The vacation schedule for the prime summertime of June 15th to the last Sunday prior to the Labour Day weekend will be posted by May 15th.

c) The Employer will notify an employee who submitted a vacation request by February 28th for the period commencing on the Monday prior to the Labour Day weekend to December 15th whether their vacation request is granted or denied by April 30th. The Employer will notify an employee who submitted a vacation request by February 28 for the period of December 16th of the current year to January 15th of the following year whether their vacation request is granted or denied by October 1st and, where possible, posted by November 1st.

d) Vacation requests for the period of January 16th to June 14th will be determined on a first come first serve basis. Where two or more employees submit a vacation on the same date, seniority will be the governing factor. An employee cannot utilize their seniority to override any approved vacation request.

An employee who is requesting vacation for the period of January 16th to June 14th must submit their request at least one (1) month prior to the first day of the requested vacation period. The Employer will notify an employee who submits a request for vacation for the period of January 16th to June 14th whether their vacation request has been granted or denied no later than two weeks after receiving the request.

e) Vacations must be taken in the year they are earned unless the employee obtains the consent of the Employer in writing.

f) Notwithstanding 16.09 a), an employee will not be granted more than four (4) weeks of vacation during the period of June 15th - September 15th.

g) During the period from June 15th to the last Sunday prior to the Labour Day weekend it is understood that vacation requests in minimum one (1) calendar week blocks take priority over vacation requests for single days or split vacation weeks. This provision applies notwithstanding Article 16.09a).

16.10 A week of vacation when taken as a one-week block is defined as seven consecutive calendar days. An employee may request to commence their vacation on any day of the calendar week.

ARTICLE 17 - SICK LEAVE

17.01 a) Employees shall earn sick leave based on their hours of work per month. Full-time employees who are paid 40 hours shall be credited with 12 hours' sick leave per month (which shall not include a period of suspension or leave of absence without pay). Payout will be for hours scheduled on sick day.

b) Part-time - reference letter of understanding.

17.02 In order to qualify for sick leave pay, an employee must notify their supervisor as soon as possible and at least one and one-half (1 ½) hours prior to the beginning of the employee's day shift and at least two and one-half (2½) hours prior to the beginning of the employee's evening or night shift. The Employer reserves the right to require proof of illness by medical certificate for any sick absence before sick leave is granted. If the Employer requires the employee to produce a medical certificate for any sick leave absence, excluding W.S.I.B. claims and absences, and the physician charges the employee for such medical certificate outside of OHIP the Employer will reimburse the employee for the cost up to a maximum

reimbursement of $20.00 per certificate, upon satisfactory proof of the cost of the medical certificate. It is understood that this payment provision does not apply to medical certificates required for W.S.I.B. claims or cases.

All employees, full-time, part-time and casual, must notify the Employer at least (1 ½) one and one-half hours prior to the commencement of the day shift and at least two and one-half (2 ½) hours prior to the beginning of the employee's evening or night shift if they are unable to attend work due to illness.

17.03 a) In returning to work following an illness, the employee must notify their supervisor as soon as possible of their intention to return in order that arrangements made with relief staff may be cancelled.

b) In returning to work following an absence due to illness or accident, the supervisor may, at their discretion, require a medical certificate indicating the employee's ability to resume duties.

17.04 On termination of employment or death after five (5) years of service, full-time employees who were employed on a permanent basis as full-time on or before February 23, 2015 (or their executor or administrator, as the case may be) shall receive a salary grant in lieu thereof equal to one-half the accumulated sick leave up to a maximum of 130 days at the rate of pay effective immediately before such termination or death. Full-time employees employed as full-time on a permanent basis after February 23, 2015, are not entitled to this sick leave cash out benefit (i.e. this 'salary grant in lieu benefit').

17.05 If an employee is prevented from performing their regular work with the Employer on account of an occupational accident that is recognized by The Workplace Safety and Insurance Board as compensable within the meaning of *The Workplace Safety and Insurance Act*, the Employer will supplement the award made by The Workplace Safety and Insurance Board for loss of wages to the employee, provided that he has sick leave credits available, by such an amount that the award of The Workplace Safety and Insurance Board together with the supplementation of the Employer will equal 100% of the employee's regular wage, and the amount received from the Employer shall be deducted from the employee's accumulated sick leave benefits. Payments to the employee under this provision shall be made on their return to work or, if he so elects, every three (3) months from the date of injury. The employee shall have the option not to have accumulated sick leave applied so as to receive the difference between Workplace Safety and Insurance benefits. During the period referred to above and while such person continues as an employee of the Employer, the Employer agrees to continue any benefits for which it would be liable if the employee was working.

17.06 The Employer shall advise each permanent employee of the amount of sick time accrued to their credit on each pay stub.

17.07 The Employer shall advise each permanent employee of the amount of sick time accrued to their credit on each pay stub.

ARTICLE 18 - WAGES

18.01 The Employer agrees to pay the employees, and the employees agree to accept the rates of

pay as outlined in Schedules A" and "B" attached hereto and forming part of this agreement.

18.02 Payday shall be every second Thursday. Payment of wages shall be five days' pay in arrears.

18.03 When a new classification in the bargaining unit is established by the Employer or the Employer makes a substantial change in the job content of an existing classification which in reality causes such classification to become a new classification, the Employer shall advise the Union of such new or changed classification and the rate of pay established. If requested, the Employer agrees to meet with the Union to permit it to make representations with respect to the appropriate rate of pay providing any such meeting shall not delay the implementation of the new classification. Where the Union challenges the rate established by the Employer and the matter is not resolved following any meeting with Union, a grievance may be filed at Step No. 2 of the Grievance Procedure within seven (7) calendar days following any meeting. If the matter is not resolved in the Grievance Procedure, it may be referred to Arbitration, it being understood that an Arbitration Board shall be limited to establishing an appropriate rate based on the relationship existing amongst other service classifications at the Employer and duties and responsibilities involved.

Any change in the rate established by the Employer either through meetings with the Union or by a Board of Arbitration shall be made retroactive to the time at which the new or changed classification was first filled.

18.04 Pay Cheque Errors

Where the Employer makes an administrative error that results in the employee being underpaid by less than one (1) day's pay, the correction will be made in the regular pay period following the date on which the underpayment comes to the Employer's attention.

If the Employer's error results in the employee being underpaid by one (1) day's pay or more, the Employer will provide payment for the shortfall no later than three (3) business days from the date the Employer is notified. It Is understood that this provision does not apply where the error has resulted from the employee's error, for example and without limiting the generality of the foregoing, where the employee has failed to swipe in or swipe out. Correction of employee errors will be made in the regular pay period following the date upon which the employee notifies the Employer of the error.

If the Employer makes an overpayment of a day's pay or less for an employee, the overpayment will be deducted on the pay period following the date that the error is discovered. If the error is in excess of a normal day's pay, the Employer will be reimbursed by the employee based on a mutually satisfactory arrangement between the employee and the Employer, or where mutual agreement is not achieved, the Employer will deduct the overpayment based on a reasonable schedule of repayment.

18.05 Full-time employees, regular part-time employees hired on or prior to October 28, 2010 as well as students and casuals hired on or prior to that date, shall accumulate service for the purpose of progression on the wage grid on the basis of calendar months of service within the classification since last date of promotion, hire or transfer into the classification, except as otherwise provided for in this collective agreement.

Regular part-time employees hired after October 28, 2010 as well as students and casuals

hired after that date shall accumulate service for the purpose of progression on the wage grid on the basis of hours worked within the classification since last date of promotion, hire or transfer into the position, except as otherwise provided for in this agreement. 870 hours so worked shall be equivalent to 6 months of service, 1740 hours so worked shall be equivalent to one year of service, and 2610 hours so worked shall be equivalent to 18 months of service.

18.06 Wage Grid Placement Upon Promotion

If an employee is transferred or reclassified to a higher rated job classification, the employee shall be placed on the wage grid step of the higher rated classification that first represents an increase in the wage rate that the employee was receiving in their prior classification. Job service for pay purposes shall date from the date the transfer becomes effective.

Wage Grid Placement on Transfer to Lower Paying Classification

When an employee is transferred to a lower rated classification due to layoff, reduction in staff, job posting, inability to perform the work as requested, at the employee's request, or any other reason as determined by the Employer acting within the scope of its management rights, the employee will be placed on the same wage grid step of the lower classification as the step that the employee received on their former higher grid.

ARTICLE 19 - BENEFITS

19.01 The Employer shall contribute 100% of the premium payable for all employees for a 14- point Extended Health Care Plan, with $10.00 deductible single, $20.00 deductible family. It is agreed that only the former Liberty Health - Formulary 3 (ONA Central Hospital language) will be covered by the plan. New coverage includes chiropractic services at $500.00 per annum. This benefit shall not include semi and private hospital coverage.

Vision Care Coverage of $350/24 months, with such coverage to include eye exams.

Effective two full pay periods following ratification, increase the Vision Care Coverage by $50/24 months to $400/24 months, with such coverage to include eye exams.

There will be a dispensing fee cap of eleven dollars ($11.00) to the Drug Plan. [It is agreed that the Employer will research and provide the Union President with a list of pharmacies and their dispensing fees in the City of Stratford and surrounding area. The Employer will also provide this information to the employees.

Provide for mandatory generic substitution under the Drug Plan, unless specifically prescribed in writing otherwise by the doctor.

Effective February 23, 2015, amend the Generic Drug Substitution provision to provide that the drug plan will cover only the price of the:

- "lowest cost interchangeable drug"
- "lowest priced drug in the therapeutic class"
- "enhanced generic" - requires medical evidence satisfactory to the carrier for drugs where physician indicates "no substitution"

Effective two full pay periods following ratification, the Employer shall remove the requirement for a medical prescription to access massage therapy.

19.02 The Employer shall contribute 100% of the premium payable for a group life insurance plan providing coverage in an amount equal to one and one-half (1-1/2) times the salary of the employee and remit the same to the carrier.

19.03 The Employer shall pay, on behalf of the employees, 75% of the premiums for a dental plan equivalent to the former Liberty Health Dental Plan No. 9, the current fee schedule as amended from time to time. Effective January 1, 1992, riders 2 and 4 will be added to the above.

19.04 All employees who are eligible are obliged to enroll in the Ontario Municipal Employee's Retirement System (OMERS). Contributions to the OMERS plan are in accordance with the rules and regulations of the plan as amended from time to time.

19.05 All regular part-time employees will receive nine and one-half percent (9.50%) in lieu of health and welfare benefits, including holiday pay (ref. Article 15.01) and sick leave. The in lieu will be payable in addition to an employee's straight time regular hourly wage.

19.06 All Employees will continue to have access to the Employee Assistance Program (EAP) provided by the Employer at no cost to the Employee.

ARTICLE 20 - BULLETIN BOARD

20.01 The Employer agrees to extend to the Union the privilege of using one (1) bulletin board, to be located in the Home for the Aged in a location designated by the Employer, provided that the use of such bulletin board shall be restricted to the posting therein of only such notices that have received prior approval of the Employer through the Administrator or designate.

ARTICLE 21 - PART-TIME EMPLOYEES

21.01 For the purpose of this agreement, "regular part-time employee" means an employee who is scheduled on the Master Schedule to work a regularly scheduled shift or shifts of work for the Employer, the number of hours of which do not exceed 24 in the week averaged over the course of a three (3) month period.

Extra shifts that are worked by a regular part-time employee, whether such shifts are scheduled on the Posted Work Schedule or become available after the posting of the Posted Work Schedule, will not be counted in the calculation of whether an employee has worked in excess of 24 hours in the week averaged over the course of a three (3) month period. A regular part-time employee who works such extra available shifts and thereby works more than twenty-four (24) hours in a week, averaged over a three-month period, retains their regular part-time status and cannot claim full-time status.

21.02 Casual employees are employees who work on an irregular basis to replace Full-time and regular Part-time employees for such things as requests for days off, sick time, vacation time,

floating holidays and bereavement leave. Casual employees shall not be entitled to any benefits but shall be required to pay Union dues.

21.03 The Employer may hire a temporary employee for a period not to exceed 90 working days in any 12-month period, the period of which shall be designated in advance by the Employer. A temporary employee shall not be entitled to any benefits but shall be required to pay Union dues. The 90-day period may be extended by mutual consent between the parties.

ARTICLE 22 - TECHNOLOGICAL CHANGE

22.01 The Employer shall notify the Union three months before the introduction of any technological or other changes, or new methods of operation which affect the rights of employees, conditions of employment, wage or workloads.

ARTICLE 23 - JOB SECURITY

23.01 The Employer will not contract out any work with the objective of effecting a lay-off or reducing the regular hourly rate of pay of any employee in the bargaining unit. The parties agree to consult on a monthly basis or as may be otherwise mutually agreed as to the Employer's requirements for the contracting out of services.

23.02 It is understood and agreed that the Employer shall not hire casual or temporary employees without first giving an opportunity to the regular part-time employees to perform the work available.

ARTICLE 24 - JOINT HEALTH AND SAFETY COMMITTEE

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

24.02 Recognizing its responsibilities under the applicable legislation, the Employer agrees to accept as a member of its Accident Prevention - Health & Safety Committee three (3) representatives selected and/or appointed by the Union from amongst bargaining unit employees who have completed the probationary period, one of whom shall be a certified member. It is understood that not more than two of the Union's representatives shall be from one department. CUPE shall be advised of any additional guest(s) or speaker(s) in advance of any meeting.

24.03 Such Committee shall identify potential dangers and hazards, institute means of improving health and safety programs and recommend actions to be taken to improve conditions related to safety and health.

24.04 The Employer agrees to co-operate reasonably in providing necessary information to enable the Committee to fulfil its functions.

24.05 Meetings shall be held every second month or more frequently as may be mutually agreed.

The Committee shall maintain minutes of all meetings and make the same available for review.

24.06 Any representative appointed or selected in accordance with 24.02 hereof shall serve for a term of two (2) calendar years from the date of appointment which may be renewed for further periods of one year. Time off for such representative(s) to attend meetings of the Joint Health & Safety Committee In accordance with the fore-going shall be granted and any representative(s) attending such meetings during their regularly scheduled hours of work shall not lose regular earnings as a result of such attendance.

The Union agrees to endeavour to obtain the full co-operation of its membership in the observation of all safety rules and practices.

24.07 There shall be at least one (1) Health and Safety Representative from CUPE who will be a certified worker.

24.08 Modified Work/Return to Work

a) An employee will be offered to have a union representative present when meeting with the Employer for the purposes of requesting accommodation of a disability or for the purposes of reviewing a Return-to-Work Program or Modified Work program, or changes thereto, for the employee. Where the employee requests union representation and the Union WSIB representative is at work then the Union WSIB representative may attend, or where the Union WSIB representative is not at work then another union representative may attend. It is understood that all information respecting the employee's disability and medical or functional limitations that is disclosed in these sessions is to be kept strictly confidential.

b) The Employer will notify the Union of any bargaining unit employee who has requested accommodation for a disability and will also advise the Union of any accommodation granted or denied.

Where the Employer is able to readily grant accommodation to an employee the Employer may do so and then notify the Union of the accommodation.

Where the Employer it is not able to readily grant accommodation, the Employer will notify the Union and meet with the Union and employee to discuss the accommodation request and further options.

It is understood that all information respecting the employee's disability and medical or functional limitations that is disclosed is to be kept strictly confidential.

24.09 The Employer will endeavour to provide the Incident Reports of bargaining unit employees which result in WSIB submissions to the CUPE co-chair of the JHSC and the WSIB Representative by the business day after the Employer receives the Incident Report.

Modified or Return to work meetings will take place in a private room.

24.10 Self Isolation

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

ARTICLE 25 - DURATION

25.01 This agreement shall be effective from January 1, 2024, and shall continue in effect until December 31, 2025, and shall continue automatically thereafter for 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 modify this agreement.

25.02 In the event that such notification is given negotiations between the parties shall begin within fifteen (15) days following such notification or on such other date as may be mutually agreed upon.

Note: All amendments to the collective agreement are effective as of June 28, 2024, except as otherwise noted.

IN WITNESS WHEREOF, the parties hereto have executed this agreement as of the ___day of August - 2026.

For the Union	For the Employer
Taryn Dunlop (Sep 21, 2026 11:55:24 EDT)	Peter Bolland (Sep 21, 2026 12:16:04 EDT)
	David Schlitt David Schlitt (Sep 21, 2026 11:35:10 EDT)
Jason Defraga Jason Defraga (Sep 21, 2026 11:28:29 EDT)	
[illegible]orth (Sep 21, 2026 11:42:54 EDT)	

ARTICLE 26 - EDUCATION

26.01 Writing of Examinations:

a) An employee shall be entitled to a leave of absence with pay and without loss of seniority and benefits to write examinations to upgrade their employment qualifications related to their employment with Spruce Lodge, such course to have received prior approval of the administrator;

b) Subject to operational requirements, the Employer will grant a leave of absence

without pay to an employee to write examinations for courses other than those referred to in a) above, with the employee receiving prior approval of the administrator;

c) It is understood that an employee must provide as much advance notice as possible to the Employer as to the date upon which the employee is seeking a leave of absence under a) or b) above.

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

26.03 Subject to operational requirements, the Employer will make every reasonable effort to grant requests for necessary changes to an employee's schedule to enable attendance at a short term recognized up-grading course or seminar related to employment with the Employer.

ARTICLE 27 - UNIFORM ALLOWANCE

27.01 All employees who are required to wear uniforms or who are required to abide by the Dress Code of Spruce Lodge shall receive a yearly allowance of $150.00. This amount is prorated for part-time employees. The yearly uniform allowance is paid in the first full pay period of January. Following ratification, the yearly uniform allowance shall increase by $10.00 to $160.00.

ARTICLE 28 - GENDER

28.01 Whenever the singular or masculine is used in the Agreement, it shall be considered as if the plural or feminine has been used where the context of the party or parties hereto so require.

ARTICLE 29 - RESIDENT ABUSE

29.01 The parties agree that residents have the right to live in an environment that is free from abuse. The parties agree that the abuse of residents by employees will not be tolerated. The Union further agrees to cooperate with the Employer to promote an abuse free environment for all residents.

All employees have an obligation to immediately report to their supervisor any incidents of resident abuse or suspected resident abuse. Both the Employer and the Union agree that an employee who, in good faith, reports resident abuse or suspected resident abuse is entitled to protection against retaliation or retribution.

The Employer will thoroughly investigate all reports of resident abuse. It is understood that the Union has an obligation to represent employees accused of alleged abuse and nothing in this provision supersedes the grievance and arbitration procedure.

SCHEDULE "A"

Job Classification	Step	Expired	January 1, 2024	January 1, 2025	January 1, 2025
			3.50% GWI	3.50% GWI	Special Adjustment
RPN	Start	$29.22	$30.24	$31.30	
	6 Months	$30.00	$31.05	$32.14	
	12 Months	$30.95	$32.03	$33.15	
	18 Months	$31.70	$32.81	$33.96	
Pool Coordinator	Start	$22.90	$23.70	$24.53	
	6 Months	$23.62	$24.45	$25.31	
	12 Months	$24.40	$25.25	$26.13	
	18 Months	$25.32	$26.21	$27.13	
Environmental Services Program Coordinator	Start	$22.35	$23.13	$23.94	
	6 Months	$23.18	$23.99	$24.83	
	12 Months	$24.03	$24.87	$25.74	
	18 Months	$24.81	$25.68	$26.58	
Cook**	Start	$21.80	$22.56	$23.35	
	6 Months	$22.62	$23.41	$24.23	
	12 Months	$23.45	$24.27	$25.12	
	18 Months	$24.35	$25.20	$26.08	
Therapy Co-Ordinator	Start	$21.64	$22.40	$23.18	$23.38
	6 Months	$22.40	$23.18	$23.99	$24.19
	12 Months	$23.18	$23.99	$24.83	$25.03
	18 Months	$24.12	$24.96	$25.83	$26.03
Activity Volunteer Coordinator	Start	$21.22	$21.96	$22.73	$22.93
	6 Months	$21.97	$22.74	$23.54	$23.74
	12 Months	$22.75	$23.55	$24.37	$24.57
	18 Months	$23.64	$24.47	$25.33	$25.53
Cook 2 ****	Start	$21.06	$21.80	$22.56	
	6 Months	$21.80	$22.56	$23.35	
	12 Months	$22.59	$23.38	$24.20	
	18 Months	$23.50	$24.32	$25.17	
H.C.A./P.S.W.	Start	$23.99	$24.83	$25.70	
	6 Months	$24.70	$25.56	$26.45	
	12 Months	$25.49	$26.38	$27.30	
	18 Months	$26.47	$27.40	$28.36	

Job Classification	Step	Expired	January 1, 2024	January 1, 2025	January 1, 2025
			3.50%	3.50%	Special Adjustment
Resident Assistant * Support Worker*[1]	Start	$19.95	$20.65	$21.37	
	6 Months	$20.34	$21.05	$21.79	
	12 Months	$21.49	$22.24	$23.02	
	18 Months	$22.67	$23.46	$24.28	
Lifeguard [1]	Start	$19.89	$20.59	$21.31	
	6 Months	$20.29	$21.00	$21.74	
	12 Months	$21.45	$22.20	$22.98	
	18 Months	$22.63	$23.42	$24.24	
Dietary Aide [1]	Start	$19.77	$20.46	$21.18	
	6 Months	$20.14	$20.84	$21.57	
	12 Months	$21.30	$22.05	$22.82	
	18 Months	$22.52	$23.31	$24.13	
Maintenance ***	Start	$19.31	$19.99	$20.69	
	6 Months	$19.70	$20.39	$21.10	
	12 Months	$20.85	$21.58	$22.34	
	18 Months	$22.07	$22.84	$23.64	
Housekeeping Aide	Start	$18.33	$18.97	$19.63	$19.83
	6 Months	$19.00	$19.67	$20.36	$20.56
	12 Months	$19.53	$20.21	$20.92	$21.12
	18 Months	$21.83	$22.59	$23.38	$23.58
Students (not including Students employed in school vacation)	Start	$15.52	$16.06	$17.80	
	6 Months	$16.50	$17.08		
Students Over 18 years	Start	$16.82	$17.41	$17.80	

Rates incorporate a December 31, 2016, pay equity adjustment as per the Pay Equity Maintenance Memorandum of Agreement signed March 9, 2018.

* Resident Assistants without a valid Health Care Aide Certificate and/or Personal Support Worker Certificate.

** The Employer shall pay a Cook 1 Responsibility Premium of fifty cents ($0.50) per hour worked to the most senior Cook 1 on duty on those shifts where the Nutrition Manager is not scheduled for duty.

*** The Employer shall pay a Maintenance Responsibility Premium of fifty cents ($0.50) per hour worked to the most senior Maintenance employee on duty who is assigned by the Employer to assume duties and responsibilities of the Environmental Services Co-Ordinator or Environmental Services Manager in circumstances when neither one of these two staff is scheduled for duty."

****The Employer shall pay a Cook 1's Responsibility Premium of fifty cents ($0.50) per hour worked to

the Early Cook working on the Saturday and Sunday weekend when the Cook 1 is not on regular duty."

***** See Letter of Understanding re RPN Responsibility Allowance.

Regular part time, casual and students hired after Oct. 28, 2010, shall progress on the wage grid as outlined in article 18.05

Student Lifeguard Responsibility Premium

The Employer shall pay a Student Responsibility Premium of fifty cents ($0.50) per hour worked to a student who is in receipt of the student rate of pay and employed as a student lifeguard when the student lifeguard is on duty where neither one of the Pool Coordinator or Life Enrichment Manager is scheduled for duty. Where there is more than one student lifeguard working where neither one of the Pool Coordinator or Life Enrichment Manager is scheduled for duty then the hourly premium will be paid to the student lifeguard on duty with the greatest service with the Employer.

Retroactivity

Retroactivity of January 1, 2024 and January 1, 2025 wage increases will be paid to current and former employees.

Retroactivity will be paid to current employees on a separate cheque/deposit within three (3) full pay periods of May 25, 2026, the date of ratification.

The Employer will notify former employees in writing at their last known address on record with the Employer, within 60 days of May 25, 2026, the date of ratification, to advise them of their entitlement to retroactivity.

Such employees will have a period of thirty (30) days from the date of the notice to claim such retroactivity and, if they fail to make a claim within the thirty (30) day period, their claim will be deemed to be abandoned. The Employer shall provide the Union with a copy of all notices sent to former employees.

LETTER OF UNDERSTANDING

Between:

Spruce Lodge Home For The Aged

- and -

Canadian Union of Public Employees, and its Local 2166

Re: RPN Responsibility Allowance

1. In In an emergency situation, when an RN is absent from their normal shift, and the Employer temporarily assigns an RPN to carry out some additional responsibilities of the absent RN for a period of 3 hrs. or more, the employee shall receive an allowance $1.35 per hour for all hours assigned the additional responsibilities. Effective two full pay periods following ratification, increase the responsibility premium by $0.15 cents per hour to $1.50 per hour for all hours assigned the additional responsibilities.

2. In an emergency situation, when there is neither an RN nor a supervisory employee who is a Registered Nurse in the building, and there is an RPN in the building, the above-noted allowance will apply to the most senior full-time or regular part-time RPN who is designated to be in charge during such absence. In the event that the RPNs in the building are all casual employees, then the RPN with the greatest service with the Employer will be designated to be in charge.

IN WITNESS WHEREOF, the parties hereto have executed this agreement as of August, 2025.

For the Union	For the Employer
Taryn Dunlop (Sep 21, 2026 11:55:24 EDT)	Peter Boland (Sep 21, 2026 12:16:04 EDT)
	David Schlitt David Schlitt (Sep 21, 2026 11:35:10 EDT)
Jason Defraga Jason Defraga (Sep 21, 2026 11:28:29 EDT)	
[redacted]orth (Sep 21, 2026 11:42:54 EDT)	

LETTER OF UNDERSTANDING

Between:

Spruce Lodge Home For The Aged

- and-

Canadian Union of Public Employees, and its Local 2166

Re: Harassment, Discrimination and Bullying

The parties agree that this letter of understanding applies to all staff (union and non-union), at Spruce Lodge and that this agreement will remain in full effect for the agreed upon term, unless otherwise mutually agreed upon.

Agreement: Both parties agree in working co-operatively together to prevent harassment, discrimination and/or bullying in the workplace and to lay out the responsibility to act. Further to the Spruce Lodge policy and procedure as it relates to Harassment, Discrimination and Bullying, both parties agree that such activity will not be condoned or tolerated and that it will be reported, subsequently investigated. It is further agreed that he findings and the proposed resolution, as applicable will be communicated to the involved parties.

As with any Spruce Lodge policy, this Human Resources policy #V111-01 which may be amended from time to time, with the understanding that such amendments will be shared with CUPE Local 2166.

This letter of understanding will have the same effect as if it were part of the collective agreement between the parties.

IN WITNESS WHEREOF, the parties hereto have executed this agreement as of August 2025.

For the Union	For the Employer
Taryn Dunlop (Sep 21, 2026 11:55:24 EDT)	Peter Bolland (Sep 21, 2026 12:16:04 EDT)
	David Schlitt David Schlitt (Sep 21, 2026 11:35:10 EDT)
Jason Defraga Jason Defraga (Sep 21, 2026 11:28:29 EDT)	
[redacted]orth (Sep 21, 2026 11:42:54 EDT)	

LETTER OF UNDERSTANDING

Between

Spruce Lodge Home for the Aged

And

CUPE Local 2166

RE: Students and Shift Changes

1. Students must tell their manager when they are otherwise not available in advance of the posted time

2. Students must make every effort to arrange a shift change for scheduled shifts they are unable to work. The shift change may be accommodated over two (2) pay periods

3. If every effort has been made and a shift change is not an option, the student unable to work the scheduled shift may give the shift away to the person of their choice

IN WITNESS WHEREOF, the parties hereto have executed this agreement as of August 2025.

For the Union	For the Employer
[redacted] Tarryn Dunlop (Sep 21, 2026 11:55:24 EDT)	[redacted] Peter Botterill (Sep 21, 2026 12:16:04 EDT)
	David Schlitt David Schlitt (Sep 21, 2026 11:35:10 EDT)
Jason Defraga Jason Defraga (Sep 21, 2026 11:28:29 EDT)	
[redacted]orth (Sep 21, 2026 11:42:54 EDT)	

LETTER OF UNDERSTANDING

Between

Spruce Lodge Home for the Aged

And

CUPE Local 2166

RE: Resident Care Temporary Line Summer Scheduling

The parties agree to meet between Oct. 31st and Dec. 1st of each year to discuss and agree to the Temporary summer vacation replacement for the following year.

This agreement shall include, subject to amendment, the creation of Full Time and part-time temporary summer lines, the number of lines, the number of shifts per line, the time frame involved, the process of offering shifts to those Regular Part Time not in a temporary summer line and any other issue the parties deem appropriate.

The agreement of the parties, shall be recorded in writing and signed off each year prior to the beginning of the temporary line schedule.

IN WITNESS WHEREOF, the parties hereto have executed this agreement as of August, 2025.

For the Union	For the Employer
Taryn D. Hop (Sep 21, 2026 11:55:24 EDT)	Peter Bolland (Sep 21, 2026 12:16:04 EDT)
	David Schlitt David Schlitt (Sep 21, 2026 11:35:10 EDT)
Jason Defraga Jason Defraga (Sep 21, 2026 11:28:29 EDT)	
[redacted]orth (Sep 21, 2026 11:42:54 EDT)	

LETTER OF UNDERSTANDING

Between

Spruce Lodge Home for the Aged

And

CUPE Local 2166

Re: Pre-Posted Scheduling

The parties met to address ongoing difficulties in ensuring coverage for scheduled shifts on the Posted Work Schedule.

Casual Employees:

All casual employees hired after May 17, 2011, will be prescheduled to work two weekend shifts every month, if required by the Employer. The employee must be available to be prescheduled for all up to four (4) shifts (days, evenings, nights) in addition to their weekend commitment, if so required by the Employer. Casual employees will also be given an Election Form in which they will notify the Employer whether they wish to be available to be prescheduled for an additional four shifts per month, if so required by the Employer, which four shifts are over and above their required minimum commitment of every other weekend. Casual employees making this election must be available on all three shifts (days, evenings, nights) if so, required by the Employer.

In addition, all casual employees must make a commitment to be available to be scheduled to work either Christmas or New Year's.

It is understood that nothing in this provision constitutes a guarantee of any number of scheduled shifts of work for a casual employee.

Regular Part-Time Employees:

All employees who are hired into regular part-time positions after May 17, 2011, and all casual employees who successfully apply for a regular part-time positron after May 17, 2011, who elect to be prescheduled additional shifts over and above their master line shifts must be available to be prescheduled on the Posted Work Schedule for a total of eight (8) shifts biweekly (which shifts include their master line shifts), if so required by the Employer. The employee must be available to be prescheduled on the Posted Work Schedule for all three (3) shifts (days, evenings, nights) if so required by the Employer. In addition, the employee must be available to be prescheduled for either Christmas or New Year's. It is understood that nothing in this provision constitutes a guarantee of eight (8), or any number of scheduled shifts of work for a regular part-time employee. It is understood that these employees will be provided with an election form under Article 14.11 c) of the collective agreement. For the sake of greater clarity, this provision does not apply to regular part-time employees or full-time employees who were hired prior to May 17, 2011.

Pre-posted Scheduling:

1. For all Departments the following applies to the scheduling of additional available replacement shifts (as such term is defined in Article 14.11):

   a) The Employer will first schedule regular part-time employees who have elected to be pre-posted additional available shifts to an aggregate maximum of eight (8) shifts biweekly (which aggregate maximum includes the regular part-time employee's master line shift) on an as equitable basis as possible as provided for under Article 14.11b). The Employer will next schedule casual employees to an aggregate maximum of four (4) shifts bi- weekly on an as equitable basis as possible.

   However, it is understood and agreed that the Employer will not schedule a regular part-time employee or casual employee to work an additional available replacement shift as per Article14.11b).

   b) The Employer will provide regular part-time employees who hold regular part-time positions as of May 17, 2011, with an election form (which may be amended from time to time) every six months as per Article 14.11 c) to be effective on the last Sunday prior to the Labour Day weekend and March 1st of each year.

2. The parties agree that issues arising from the implementation of this Letter of Understanding or amendment of the election form may be addressed during the duration of this collective agreement at the Labour Management Committee.

   It is understood that this Letter of Agreement prevails over and applies notwithstanding any provisions to the contrary in the collective agreement.

IN WITNESS WHEREOF, the parties hereto have executed this agreement as of August, 2025.

For the Union	For the Employer
Taryn Dunlop (Sep 21, 2026 11:55:24 EDT)	Peter Bolland (Sep 21, 2026 12:16:04 EDT)
	David Schlitt David Schlitt (Sep 21, 2026 11:35:10 EDT)
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LETTER OF UNDERSTANDING

Between:

SPRUCE LODGE HOME FOR THE AGED

-and-

THE CANADIAN UNION OF PUBLIC EMPLOYEES ANDITS LOCAL 2166

Re: Missed Call-In Opportunities

Where an employee is inadvertently overlooked for a call-in shift of work, then the following redress will be offered:

i) The employee will be offered a shift of equivalent duration to be scheduled on a date and shift mutually satisfactory to the employee and their Department Head ("the first alternate shift. The employee will be scheduled for this shift as 'an extra'.

ii) In the event that the employee in working this first alternate shift misses the opportunity for a call-in shift, they will be offered an alternate shift ("the second alternate shift") of equivalent duration to be scheduled on a date and shift mutually satisfactory to the employee and their Department Head.

In the event that the employee in working this second alternate shift again misses the opportunity for a call-in shift, they will again be offered a further alternate shift ("the third alternate shift") on the same basis as set out above.

In the event that the employee in working this third alternate shift again misses the opportunity for a call-in shift, they will be paid at their straight time hourly rate of pay for the call-in shift for which they were inadvertently overlooked.

iii) In the event that an employee declines the opportunity to be scheduled for an alternate shift under i) or ii) or fails to work any of the alternate shifts except for a reason satisfactory to the Employer, they will have no further claim for redress for the missed call-in shift.

An employee who claims that they missed an opportunity for a call-in shift must bring it to the attention of their Department Head as soon as possible and no later than five (5) working days after the missed shift.

IN WITNESS WHEREOF, the parties hereto have executed this agreement as of August, 2025.

For the Union

For the Employer

Peter Bonand (Sep 21, 2026 12:16:04 EDT)

[redacted]
Tarryn Dunlop (Sep 21, 2026 11:55:24 EDT)

David Schlitt
David Schlitt (Sep 21, 2026 11:35:10 EDT)

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LETTER OF UNDERSTANDING

Between:

SPRUCE LODGE HOME FOR THE AGED

-and-

THE CANADIAN UNION OF PUBLIC EMPLOYEES ANDITS LOCAL 2166

Re: Working in Two Classifications or Departments

The parties agree that this agreement applies to all employees who fall within the scope of CUPE's bargaining unit:

Where the Employer posts a casual position which the Employer identifies as being available to be filled by regular part-time or casual employees from different classifications or different departments who will continue to hold their existing position and there are staff who are willing and able to work in more than one classification or department, both parties agree as follows:

a) Those working more than one classification or department will be required to have a primary part-time or casual position.

b) Staff will be expected to give priority to their primary position, such that these shift commitments come first and shifts offered for the non-primary position will not result in short shifting or overtime to either department.

c) The non-primary position will be deemed casual, without the minimum number of pre- booked shift requirements of primary line casual positions, and the applicant must be available to work all three shifts and weekends.

d) The employer must post such casual positions, indicating that they are casual positions for call-in only. Note that such positions are not considered transfers as per Article 11.01

e) There will be an election form so as to ensure staff are not required to work consecutive weekends should they elect not to.

f) Postings will be awarded to qualified applicants by seniority.

g) The employer will provide orientation and familiarization If and as required.

h) Subject to conformance with (e) employees who have failed to accept three consecutive shift offers over three consecutive months, will lose their non-primary casual position.

This letter of understanding will have the same effect as if it were part of the collective agreement between the parties.

IN WITNESS WHEREOF, the parties hereto have executed this agreement as of August, 2025.

For the Union	For the Employer
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LETTER OF UNDERSTANDING

Between:

SPRUCE LODGE HOME FOR THE AGED

-and-

THE CANADIAN UNION OF PUBLIC EMPLOYEES ANDITS LOCAL 2166

Re: Scheduling Committee

The parties agree to form a Scheduling Committee to address scheduling issues. The Committee will consist of an equal number of representatives from the Employer and the Union, with three (3) bargaining unit members and three (3) Employer representatives. With the mutual agreement of the bargaining unit representatives and the Employer representatives, either party may bring an additional person to a particular meeting. The Committee will meet two times in the year, or more frequently if mutually agreed.

IN WITNESS WHEREOF, the parties hereto have executed this agreement as of August 2025.

For the Union	For the Employer
Taryn Dunlop (Sep 21, 2026 11:55:24 EDT)	Peter Bolland (Sep 21, 2026 12:16:04 EDT)
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LETTER OF UNDERSTANDING

Between:

SPRUCE LODGE HOME FOR THE AGED

-and-

THE CANADIAN UNION OF PUBLIC EMPLOYEES ANDITS LOCAL 2166

Re: Regular Part-Time PSW Weekend Worker Positions in the Resident Care Department

The parties have agreed to the following Letter of Understanding which will be implemented as soon as practical after the November 25, 2015, signing of this Letter of Understanding.

The parties have agreed to the introduction of regular part-time weekend worker positions in the PSW classification in the Resident Care Department to address the exceptional circumstances that have been experienced over the past year in attaining coverage for weekend shifts. The introduction of these regular part-time weekend worker positions may be a temporary measure intended to temporarily alleviate the weekend staffing challenges while other ongoing measures are reviewed and pursued.

The terms and conditions governing the introduction of these weekend worker positions are set out below. Due to the unique aspects of the weekend worker commitment, these terms apply notwithstanding any contrary provisions in the collective agreement:

1 The Employer will post four regular part-time PSW weekend worker positions in the Resident Care Department as soon as practical. The posting and filling of these positions shall be conducted in accordance with Article 11 of the collective agreement.

2 A weekend worker position is defined as a regular part-time position with a regular repeating work schedule of two weekends out of three.

An employee who fills a regular part-time PSW weekend worker position shall be prescheduled on the Posted Work Schedule to work two out of three weekends and will be scheduled to work on any of the three shifts (days, evenings, nights) as is required by the Employer. It is understood that there will not be any regularity in the schedule of shifts (days, evenings, nights) that the employee is scheduled to work weekend to weekend or on any given weekend, provided that there must be twelve hours rest between the weekend shifts in accordance with Article 14.07.

This scheduling provision applies notwithstanding Article 14.06 of the collective agreement or any other contrary provision of the collective agreement.

3 An employee filling a permanent regular part-time PSW weekend worker position sha11 have the option to be prescheduled on the Posted Work Schedule to work additional shifts and the option to be offered call-in shifts under the regular part- time call-in process under 14.10 a).

4 In the event that the Employer has scheduled a regular part-time PSW weekend worker to work a weekend shift on the Posted Work Schedule and the Employer no longer requires the PSW to work the weekend shift, the Employer may cancel any of the three Saturday weekend shifts by 3 pm on the Friday and may cancel any of the three Sunday weekend shifts by 3 pm on the Saturday. The Employer will not be liable for the payment of any compensation to the affected PSW for the cancelled shift.

In the event that the Employer cancels a weekend shift of a PSW weekend worker and the Employer subsequently needs to call in an employee for the same shift as the cancelled shift, the PSW weekend worker whose shift was cancelled will be offered the call-in first prior to commencing the regular call-in process under Article 14.10 a).

In the event that the employee reports to work for a weekend shift for which they were scheduled to work on the Posted Work Schedule without having received the required notice set out above not to so report and the Employer does not need the employee to work the shift, the Employer will assign the employee to perform a minimum of four (4) hours work or, at the Employer's option, pay the employee for four (4) hours at their straight time rate of pay.

These terms apply in the circumstances of the cancellation of a weekend shift for the regular part-time PSW weekend worker. In all other circumstances of cancellation of a shift, the provisions of the collective agreement apply.

5 The parties agree that if the Employer wishes to increase the number of PSW weekend worker positions, the Employer may do so after providing the Union with advance notice.

6 The parties agree that the scheduling of weekend workers will not serve in any manner whatsoever to increase the number of other PSWs in the Resident Care Department, full- time or part-time, for whom the Employer may grant requests for leave or time off from their scheduled weekends. In other words, the introduction and scheduling of weekend workers will not be taken into account by the Employer in determining the number of other employees that can be granted a leave or time off on a weekend shift.

7 It is agreed that if the Employer acting within the scope of its management rights discontinues, or eliminates, the PSW weekend worker position, or some thereof, the Employer will offer the affected PSW weekend worker(s) with the opportunity to transfer to casual status. Article 10.06 does not apply to the discontinuance or elimination of these PSW weekend worker position(s).

8 It is agreed that the regular part-time PSW weekend worker is governed by, and entitled to, all of the provisions of the collective agreement applicable to regular part-time employees except where expressly provided otherwise under paragraphs 2, 3, 4, and 7 in this Letter.

9 Any issues arising from the implementation of this Letter of Understanding may be addressed by the Scheduling Committee or Labour Management Committee.

10. The Employer may terminate the application of this Letter of Understanding by providing the Union with four (4) weeks' written notice of termination. The Letter will then be null and void at the expiry of the four (4) weeks' notice period. Any affected PSW weekend worker(s) will be provided with an offer of continued employment as a casual employee in accordance with paragraph 7 above.

IN WITNESS WHEREOF, the parties hereto have executed this agreement as of August 2025.

For the Union	For the Employer
[redacted] (Sep 21, 2026 11:55:24 EDT)	[redacted] (Sep 21, 2026 12:16:04 EDT)
	David Schlitt (Sep 21, 2026 11:35:10 EDT)
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LETTER OF UNDERSTANDING

Between:

SPRUCE LODGE HOME FOR THE AGED

-and-

THE CANADIAN UNION OF PUBLIC EMPLOYEES ANDITS LOCAL 2166

Re: Review Committee

The union and employer shall meet within 90 days of the signing of the collective agreement to review all scheduling LOU's for incorporation into the terms of the Collective Agreement or deletion during the next round of bargaining.

IN WITNESS WHEREOF, the parties hereto have executed this agreement as of August 2025.

For the Union	For the Employer
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