COLLECTIVE AGREEMENT

Between

BROADVIEW FOUNDATION

(Chester Village)

(Hereinafter referred to as "the Employer")

and

CANADIAN UNION OF PUBLIC EMPLOYEES

and its LOCAL 3224

(Hereinafter referred to as "The Union")

Expiry Date

December 31, 2025

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ARTICLE 1 INTENT AND PURPOSE

1.01 It is the purpose of both parties to this Agreement

a) To maintain and promote a harmonious relationship between the Employer and the Union;

b) To recognize the mutual value of joint discussions and negotiations in matters pertaining to wages and working conditions;

c) To encourage efficiency in operations;

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

1.02 The parties hereto recognize their mutual responsibility for the efficient operation of the Home and agree it is the duty of the Employer and employees to promote at all times to the fullest extent possible the care, welfare, safety and comfort of the residents and to provide reliable and continuous service.

ARTICLE 2 GENERAL PROCEDURES AND INTERPRETATION

2.01 In this Agreement words importing the singular shall include the plural and vice versa where the context requires. Words importing the masculine gender shall include the feminine and vice versa where the context requires.

2.02 As per Ministry of Health regulations, all employees must adhere to the communicable disease surveillance protocol.

2.03 The maintaining of good housekeeping practices in all departments must be observed at all times. The pursuit of this objective will serve to reduce potential safety hazards as well as contribute to the cleanliness of the Home.

2.04 In the event of any legislation now in force or hereafter enacted invalidating the application of any section or article of this Agreement, the remainder of this Agreement shall remain in full force and effect.

2.05 It is agreed that the Employer and the Local Union will share equally in any cost of the reproduction or printing of this Agreement.

2.06 <u>Definition of Employee Status</u>

a) A regular full-time employee is defined as one who is regularly scheduled on the duty roster and works on a continuous basis; in excess of forty-eight (48) hours per two (2) week period.

b) A regular part-time employee is defined as one who is regularly scheduled on duty roster and works on a continuous basis, for a maximum of forty-eight (48) hours per two (2) week period.

c) An unscheduled part-time Employee is a part-time Employee who is called to work on a call-in basis, but who does not work a regular schedule, or does so only for a specified period.

2.07 Correspondence between the parties required by this Agreement shall pass to and from the Administrator and the Recording Secretary of the Union with a copy to the C.U.P.E. National Representative assigned to Local 3224.

2.08 Personnel Records

An employee shall have the right upon reasonable notice to have access to and review their personnel record in the presence of a supervisor or designate. An employee shall have the right to make copies of material contained in their personnel record. An unfavourable report or notation, letter of reprimand, warning, suspension or infraction shall be removed from an employee's file after a period of twelve (12) months from the date of that infraction, provided the record remains discipline free during that period.

Leaves of absences in excess of thirty (30) continuous calendar days will not count towards the twelve (12) month period noted above.

2.09 Proper Accommodation

Proper accommodation shall be provided for employees to have their meals and store and change their clothes.

2.10 Pay Days

The Employer shall pay salaries and wages for the current pay period in accordance with Schedule "A" attached hereto and forming part of this Agreement. On each pay day each employee shall be provided a cheque stub which shows his/her wages, overtime and other pay and deductions.

2.11 Pay on Temporary Transfer

When an employee is temporarily transferred at the request of the Employer, and such transfer lasts one (1) whole shift or more, such employee shall receive the rate for the job to which they are transferred or the rate for the employee's own job they are performing, whichever is higher.

ARTICLE 3 UNION RECOGNITION

3.01 The Employer agrees to recognize the Canadian Union of Public Employees, Local 3224 as the sole and exclusive bargaining agent of all regular full-time and part-time employees in the bargaining unit of Broadview Foundation o/a Chester Village, save and except supervisors, persons above the rank of supervisor, professional medical staff, paramedical staff, office and clerical staff.

3.02 Work of the Bargaining Unit

Employees whose jobs are not in the bargaining unit shall not perform the functions of jobs in the bargaining unit except in emergencies, in instances where employees in the bargaining unit are not immediately available, or for training purposes. It is understood and agreed that unpaid volunteers may perform services which are normally performed by volunteers, in order to enhance the care and well-being of the residents.

3.03 All Employees to be Members

Within one (1) week of the signing of this Agreement all employees of the Employer shall, as a condition of employment, become and remain members in good standing of the Union. As a condition of employment, all new employees shall become and remain members in good standing of the Union within thirty (30) days of employment.

3.04 The Employer will recognize not more than four (4) employees as stewards. The Union shall notify the Employer in writing of the names of such employees and any changes as they occur. The Employer shall not be obliged to recognize any steward until it has been so notified in writing.

3.05 The Employer agrees to recognize a Union Grievance Committee composed of not more than two (2) employees and the Local Union President. The Employer agrees to recognize a Union Negotiation Committee composed of not more than three (3) employees.

3.06 It is understood that the stewards and committee members have their regular work to perform on behalf of the Employer. If it is necessary for a steward or committee member to service a grievance during their working hours, they shall not leave their work without first obtaining the permission of their supervisor. Such permission will not be unreasonably withheld. When resuming his/her regular work, they shall again report to their supervisor. A steward's or committee member's duties shall include assisting an employee in the preparation and presentation of their grievance and generally to assist in and be responsible for the proper administration of this Agreement.

3.07 Grievance and Arbitration Pay Provisions

Representatives of the Union shall not suffer any loss of pay or benefits for time involved in processing a grievance up to and including the arbitration hearing(s).

3.08 Negotiations Pay Provisions

Representatives of the Union shall not suffer any loss of pay or benefits for total time involved in negotiations with the Employer, up to and including arbitration.

3.09 No employee shall be required to make any written or verbal agreement with the Employer which conflicts with the terms of this Collective Agreement. No individual employee or group of employees shall undertake to represent the Union at meetings with the Employer without proper authorization from the Union.

3.10 Union/Management Committee

a) The Employer and the Union agree to the establishment of a Union Management Committee consisting of equal representation from both parties from within the facility.

b) The C.U.P.E. National Representative servicing this unit shall be permitted to attend if available.

c) The purpose of such Committee is to promote understanding, co-operation and discussion regarding issues of mutual interest and concern including workload and assignment issues and to attempt where possible, to resolve problems in the best interest of residents, employees and Management in a non-adversarial manner.

d) Administrative procedures such as agendas, minutes and structure shall be by mutual agreement.

e) The Committee shall meet at least quarterly unless otherwise requested by one of the parties. The time and place for such meetings shall be determined by mutual agreement. Employees shall not suffer loss of pay for attending such meetings.

f) The Committee shall not have jurisdiction over wages, grievances or collective bargaining.

g) The Committee shall not supersede the activities of committees pursuant to this Collective Agreement and does not have the power to bind either the Union or its members, or the Employer to any decisions which conflict with the explicit provisions of this Collective Agreement.

3.11 The CUPE National Representative shall be permitted access to the Employer's premises to deal with Collective Agreement matters subject to providing the Administrator with reasonable advance notice.

3.12 New Employees

A Representative of the Union shall be given an opportunity pursuant to meet each new employee within regular working hours for a maximum of fifteen (15) minutes during the probationary period for the purpose of acquainting the new employee with the Union at a time convenient to the Employer.

3.13 The Employer agrees to provide to the Union a list of current names, phone numbers home addresses and email addresses (if available) of all bargaining unit members annually upon request.

ARTICLE 4 MANAGEMENT RIGHTS

4.01 Save and except to the extent limited by any provision of this Agreement, all rights and prerogatives which the Employer had prior to this Agreement are retained by the Employer and remain exclusively and without limitation within the rights of the Employer.

Without limiting the generality of the foregoing, the Employer's rights shall include the right to:

a) Maintain order, discipline, efficiency and in connection therewith to make and enforce rules, regulations, standards and practices to be observed by its employees.

b) Hire, assign, evaluate, promote, demote, transfer, classify, lay-off, recall, discipline, retire and discharge for just cause.

c) Determine job duties, qualifications, quality and quantity standards, hours of work, schedules, shifts, overtime, purchasing of services; manage and conduct the business.

4.02 The Employer will not contract out any work which will result in an employee in the bargaining unit being laid off or suffering a reduction in their regular number of hours of work.

4.03 These management rights shall not be exercised in such a manner as to be in conflict with the explicit provisions of this Collective Agreement.

ARTICLE 5 NO STRIKES OR LOCKOUTS

5.01 In view of the orderly procedure herein established by this Agreement for the settling of disputes and handling of grievances, the Union agrees that during the term of this Agreement the employees and the Union will not sanction, call or participate in a strike, and the Employer agrees during the term of this Agreement that there shall be no lockout pursuant to the *Labour Relations Act* of Ontario.

ARTICLE 6 UNION SECURITY

6.01 Each of the parties hereto agrees that there shall be no discrimination, interference, restraint or coercion against any employee because of their membership or non-membership in the Union.

6.02 The Employer shall deduct from every employee any dues, initiation fees or assessments levied by the Union on its members and the Union shall save the Employer harmless against claims for taking action under this provision.

6.03 Deductions shall be forwarded in one (1) cheque to the National Secretary-Treasurer of the Union no later than the 10th day of the following month for which the dues were levied. The cheque shall be accompanied by a list of the names, classifications and number of hours paid from whose wage the deductions have been made.

6.04 The Employer shall provide the amount of Union dues paid by an employee on their annual T-4 slip.

ARTICLE 7 GRIEVANCE PROCEDURE

7.01 The parties to this Agreement agree that it is their policy and desire to satisfactorily resolve complaints and grievances as quickly as possible. To this end an employee who has a complaint or concern will not have a grievance until they first discuss it with their supervisor.

Step I

An aggrieved employee will submit the alleged grievance, in writing, to the Department Head of the department in which the employee works within five (5) working days of when the employee became aware or should have become aware of the incident or occurrence giving rise to the grievance. The Department Head will attempt to settle the grievance and reply in writing within five (5) working days of receipt of the alleged grievance. The aggrieved employee may be assisted by a steward during any meeting in connection with the grievance. Failing satisfactory settlement, the Union may pursue the grievance further in the following manner:

Step II

Within three (3) working days following receipt of the decision given at Step I, the employee, with the Union, may present the grievance in writing to the Administrator or their representative and a meeting shall be held with the employee within five (5) working days to discuss the matter. It is understood that at such a meeting the Administrator or their representative may have such assistance as they may desire and that the employee may have the assistance of a Union steward and the C.U.P.E. National Representative assigned to the Local. The decision of the Administrator or representative shall be given in writing within five (5) days following the meeting.

Step III

Failing a satisfactory settlement at Step II either party may refer the grievance to arbitration. If no written request for arbitration is received within ten (10) working days after the decision under Step II is given or within fifteen (15) working days following the meeting under Step II of the grievance procedure, the grievance shall be deemed to have been settled based on the Employer's last response.

7.02 Definition of Grievance

A grievance is defined as any difference arising out of the interpretation, application, administration or alleged violation of the Collective Agreement.

7.03 Policy Grievance

Either party to this Agreement may lodge a grievance in writing with the other party on a difference between the parties concerning the interpretation, application or administration of this Agreement, including any question as to whether a matter is arbitrable and such grievance shall start at Step II. However, it is expressly understood that the provisions of this clause may not be used to institute a grievance directly affecting an employee or employees which such employee or employees could themselves initiate and the regular grievance procedure shall not be bypassed.

7.04 Both parties agree that once a grievance has been initiated, discussion to resolve or settle such grievance shall be carried out only under the steps of the grievance procedure.

7.05 Time limits fixed both the grievance and arbitration procedure maybe extended by mutual consent.

7.06 Mutually Agreed Changes

Any mutually agreed changes to this Collective Agreement in writing shall form part of this Collective Agreement and are subject to the grievance and arbitration procedure, if so, designated by the parties.

ARTICLE 8 DISCIPLINE

8.01 Right to Have Steward

Where an employee presents a danger to themselves, to other employees or the residents, or presents a threat to health and safety in the facility, such employee will be required to leave the premises for the remainder of the shift.

Where disciplinary action is contemplated the employee's steward shall be in attendance when an employee is to be disciplined by suspension or discharge. If a steward is not available, then a bargaining unit employee of the employee's choice will be chosen to attend the meeting.

8.02 Where an employee who has completed probation is discharged and the employee claims that the discharge is without just cause, the matter may be taken up as a grievance within ten (10) working days in accordance with Article 7. Such grievance will start at Step II and be processed in accordance with those provisions.

8.03 All disciplinary grievances other than discharge shall be handled in accordance with the provisions of Article 7.

8.04 Copies of written discipline given to employees, shall be given to the Union President.

8.05 Whenever an employee is sent home or asked not to attend for a scheduled shift because the employee is under investigation for any reason, the employee shall be told the reason for the investigation at the time the employee is sent home or asked not to come in for a scheduled shift.

ARTICLE 9 ARBITRATION

9.01 When either party requests that a grievance be submitted to Arbitration, the request shall be in writing addressed to the other party of the grievance and shall contain the name of the party's three (3) choices of Arbitrator. If the other party to the Agreement does not agree with any of the three (3) proposed arbitrators, it shall within ten (10) days thereafter submit the names of their three choices of arbitrator.

9.02 No person may be appointed as an arbitrator who has been involved in an attempt to negotiate or settle the particular grievance concerned.

9.03 Each of the parties shall pay the expense of one-half (½) of the fees of the Arbitrator.

9.04 The Board of Arbitration shall have authority only to settle disputes under the terms of this Agreement and only interpret and apply this Agreement to the facts of the grievance(s) involved.

9.05 The Board of Arbitration shall have no power to alter, add to, subtract from, modify or amend this Agreement in order to give any decision inconsistent with it, nor shall any practices or customs become binding unless reduced to writing by the Union and the Employer.

9.06 No matter may be submitted to arbitration which has not been properly carried through the proper steps of the grievance procedure.

9.07 In the event that one party wishes to submit a grievance to arbitration and is contingent that the matter be dealt with by a Tripartite board of Arbitration as opposed to a sole Arbitrator as herein before referred to, the party submitting the grievance to arbitration shall so signify when advising the other party. The recipient of the notice shall in reply advise in writing if they will agree to a Tripartite arbitrator within ten (10) days of the notice referring the matter to arbitration. Failing such agreement, the regular arbitration procedure shall apply.

9.08 If the parties agree to a tripartite Board of Arbitration, then each of the parties shall pay the expense of their own nominee and one-half of the fees of the Chairperson.

ARTICLE 10 SENIORITY

10.01 Probation

An employee will be considered on probation and will not be placed on the seniority list until they have completed forty-five (45) shifts or three hundred and sixty (360) hours, whichever first occurs. During this period the Employer shall have the right to dismiss a probationary employee at the sole discretion of the Employer and without just cause. The release of a probationary employee shall not be the subject of a grievance or arbitration. However, the Employer shall not exercise its discretion in bad faith, discriminatorily, or arbitrarily.

A probationary employee shall have the right to grieve on matters relating to wages and benefits coming within the scope of this Agreement. After completion of the probationary period, seniority shall be effective from the last date of hire.

10.02

a) A full-time employee shall accumulate seniority from date of hire on the basis of continuous service in the bargaining unit from the last date of hire.

b) A part-time employee shall accumulate seniority from last date of hire on the basis of 1900 hours worked shall equal one (1) year.

c) It is understood that a part-time employee shall not be credited with more than nineteen hundred (1900) hours in any one (1) year period regardless of the number of hours the employee worked.

10.03

a) A bargaining unit employee whose status, pursuant to Article 2.07 is changed from regular full-time to regular part-time shall receive credit for their seniority from their last date of hire by computing such continuous service into hours worked on the basis of one (1) year equated to 1900 hours and shall accumulate on the basis of hours worked thereafter.

b) Entrance into regular full-time status from regular part-time status shall be obtained through being the successful applicant on the regular full-time job posting. Should this occur the regular part-time employee shall be credited with their seniority by computing their accumulated hours worked into continuous service on the basis of 1900 hours worked equated to one (1) year and their seniority date as a regular full-time employee shall be adjusted to reflect this calculation.

c) Seniority shall be a factor used in determining preference or priority for promotion, transfer or demotion (subject to Article 12) – vacation, scheduling overtime, lay-off and recall in accordance with this Collective Agreement.

10.04 Seniority List

The Employer shall maintain a seniority list showing the current classification and the date upon which each employee's service commenced. An up-to-date seniority list shall be sent to the Union and posted on the Union Bulletin Board in January and July of each year. Regular part-time employees shall have their seniority shown as calculated pursuant to Article 10.03 b). If an employee or the Union does not dispute the accuracy of the seniority list within three (3) weeks of it being sent to the Union and being posted, such seniority list shall be deemed to be correct.

10.05 It shall be the duty of the employee to notify the Employer promptly, in writing, of any changes of address. If an employee should fail to do this, the Employer will not be responsible for failure of a notice to reach such employee and any notice sent by the Employer by registered mail to the address of the employee which appears on the Employer's payroll records shall be conclusively deemed to have been received by the employee.

10.06 Transfer and Seniority Outside Bargaining Unit

No employee shall be transferred to a position outside the bargaining unit without their consent. If an employee is transferred to a position outside of the bargaining unit, they shall retain their seniority accumulated up to the date of leaving the unit but will not accumulate any further seniority. Such employee may be returned to their former position in the bargaining unit during their trial period provided such return shall not result in the lay-off or bumping of an employee holding greater seniority.

10.07 An employee shall lose their seniority rights and be terminated:

a) If they are discharged and not reinstated.

b) If they voluntarily quit s.

c) If they are absent from work for three (3) consecutive working days without notification to their immediate supervisor unless such notification was not reasonably possible. This shall not be interpreted as permitting unauthorized absence of any duration.

d) If they fail to give notice of their intention to return to work from a lay-off within five (5) days after receipt of notice by registered mail and/or if they fail to return to work from a lay-off within ten (10) days after receipt of notice by registered mail.

e) If the employee fails to report to work promptly after the expiration of any leave, unless an extension has been granted subject to Article 15.

f) If an employee is laid off for a continuous period of twenty-four (24) months or their length of seniority, whichever is lesser.

g) The employee is solely responsible for their proper address being on record with the Employer.

ARTICLE 11 LAY-OFF AND RECALL

11.01 Lay-off

A lay-off shall be defined as an actual reduction in the work force.

11.02 The Employer shall provide three (3) months notice or pay in lieu of notice to the Union and to the affected employee and to any other employee whose position may be subject to bumping, prior to lay-off, except in circumstances which are beyond the Employer's control. Upon the Employer providing notice of lay-off pursuant to this Article, the Union may request a meeting with the Employer to discuss the matter. The Employer shall pay its share of insured benefit premiums if able to do so during the entire three (3) months' notice period.

11.03 An employee who receives notice of lay-off shall have the right to either:

a) Accept the lay-off; or

b) Opt to retire, if eligible under the terms of the pension plan, or

c) Bump another employee who has lesser bargaining unit seniority in the same or a lower job classification in the bargaining unit, provided the employee exercising their bumping rights has in the opinion of the Employer the required qualifications, skills and ability to perform the duties of the position they are bumping into. An employee who is bumped shall be deemed to have been laid off and shall be entitled to receive notice of lay-off in accordance with Article 10.10 and have the rights set out in this Article. In determining if an employee has the required qualifications, skills and ability to perform the duties of the position they are bumping into, the Employer shall not act in an arbitrary or discriminatory manner.

11.04 An employee who chooses to exercise the right to bump into a position held by another employee with lesser seniority shall advise the Employer of their intention to do so and the position claimed within five (5) days after receiving the notice of lay-off; unless the parties have mutually agreed to extend the five (5) day period.

11.05 Where a notice of lay-off results in the bumping of another employee in the bargaining unit, the original notice shall be considered notice of lay-off to the Union and to any other employee whose position may be subject to bumping.

11.06 An employee shall be paid the rate of the job into which the employee bumps or is bumped on an immediate basis.

11.07 An employee shall have the opportunity of recall from a lay-off to an available opening, in order of seniority, before such opening is filled on a regular basis under a job posting procedure, subject to the employee having in the opinion of the Employer the required qualifications, skill and ability to perform the duties of the position. In determining if an employee has the required qualifications, skills and ability to perform the duties of the position the Employer shall not act in an arbitrary or discriminatory manner.

11.08 The Employer shall notify an employee of a recall opportunity by registered mail, addressed to the last address of the employee on record with the Employer (which notification shall be deemed to be received on the second day following the mailing). The notification shall state the job to which the employee is eligible to be recalled and the date and time the employee is required to report to work.

ARTICLE 12 JOB VACANCIES

12.01

a) When a vacancy occurs, or a new position is created within the bargaining unit, the Employer shall post a notice on the Employer's main bulletin boards and provide a copy of the posting to the Union. The position shall be posted for a period of five (5) working days. The job posting shall include the job requirements, qualifications and working conditions.

b) An employee is not permitted to apply for a temporary posting if the employee is currently in a temporary position unless the position posted is for a period of six months or longer and the employee who wishes to apply is in the last three months of their temporary posting.

c) No temporary job posting will result in more than two subsequent postings of temporary positions. The third vacancy created as a result of the original and subsequent temporary vacancy will be considered to be a temporary vacancy of less than seventy-five (75) days and will not be posted in accordance with Article 12.09.

12.02 Job vacancies will not be posted for temporary vacancies pursuant to Article 12.09.

12.03 Posted vacancies will be filled according to seniority subject to the employee having in the opinion of the Employer the required qualifications, skill and ability to perform the job. In determining if an employee has the required qualifications, skills and ability to perform the duties of the position, the Employer shall not act in an arbitrary or discriminatory manner.

12.04 All successful applicants on job postings will be notified within five (5) working days after the job posting and selection process is completed.

12.05 They shall be given a trial period of up to two (2) months during which time they shall receive the necessary training for the position and the applicable hourly rate of pay. Conditional on satisfactorily completing the trial period by the Employer, the employee shall be declared permanent.

12.06 In the event the successful applicant is not satisfactory to the Employer they shall be returned to their former position and hourly rate of pay without loss of seniority if it still exists and any other employee transferred because of such return shall also be returned to their former position, if it still exists, and hourly rate of pay without loss of seniority. An employee who is returned to their former position as a result of being unsatisfactory in the new position shall not be eligible to make application for any position for a period of six (6) months from the date upon which they are returned to their former position where they have the Employer's agreement to do so.

12.07 The Employer may engage in outside advertising; however, no new employee(s) will be hired until the applications of the bargaining unit employees have been processed.

12.08 During the time taken to fill a vacancy which has been posted pursuant to Article 12.01 the Employer may fill the vacancy on a temporary basis but only until the job posting process has been completed.

12.09 Temporary vacancies of less than seventy-five (75) days will not be posted. Only temporary vacancies in excess of seventy-five (75) days which result from Workplace Safety and Insurance, pregnancy/parental leave or medical leave shall be posted.

12.10 If the Employer establishes a new job classification or changes a current job classification which is covered by this collective agreement, the Employer will notify the Local Union of such creation and/or change and will permit the Local Union to make suggestions as to the rate that should be assigned to the classification. The final determination as to the rate to be assigned to the new and/or changed classification shall be at the sole discretion of the Employer.

ARTICLE 13 HEALTH AND SAFETY

13.01 A Health and Safety Committee shall be established which is composed of an equal number of Union and Employer representatives but with a minimum of two (2) Union and two (2) Employer members. The Health and Safety Committee shall hold meetings at least bi-monthly unless otherwise agreed by the parties.

13.02 The Union and the Employer will cooperate to the fullest possible extent towards the prevention of accidents and the promotion of safety and health of the employees and residents.

13.03 The parties agree to respect the provisions of the *Occupational Health and Safety Act* of Ontario as applicable.

13.04 Committee members shall be compensated for time spent during regular working hours at their regular rate of pay exclusive of all premiums.

13.05 The Employer shall provide the employee with a copy of the Workplace Safety and Insurance Board *"Form 7"* at the same time as it is sent to the Workplace Safety and Insurance Board.

ARTICLE 14 SICK LEAVE

14.01 Sick Leave Defined

a) Sick leave means the period of time an employee is absent from work with full pay by virtue of being sick or disabled, exposed to a contagious disease, or under examination or treatment of a physician, chiropractor, or dentist, or because of an accident for which compensation is not payable under the *Workplace Safety and Insurance Act.*

b) An employee who is absent from work as a result of an illness or injury sustained at work and who has been awaiting approval of claim for Workplace Safety and Insurance for a period longer than one (1) complete pay period may apply to the Employer for payment equivalent to the lesser of the benefit they would receive from Workplace Safety and Insurance if their claim was approved or the benefit to which they would be entitled under the sick leave plan.

Payment will be provided only if the employee provides evidence of disability satisfactory to the Employer and a written undertaking satisfactory to the Employer that any payments will be refunded to the Employer following final determination of the claim by the Workplace Safety and Insurance. If the claim for workers compensation is not approved; the monies paid at advance will be applied towards the benefits to which the employee would be entitled under the sick leave plan. Any payment under this provision cannot exceed the employee's accumulated sick leave bank.

14.02 Deductions from Sick Leave

A deduction shall be made from accumulated sick leave of all normal working days (exclusive of holidays) absent for sick leave. If an employee is absent for part or all of a workday on account of illness, then a deduction of the actual hours missed for sick leave shall be made from the Employee's cumulative sick leave bank.

14.03 Amount of Paid Sick Leave

a) Sick leave shall be available to full-time employees and shall be earned at the rate of one and one-half (1½) days for every month the employee is employed, to a maximum of eighteen (18) days per year.

b) This is to confirm that, during negotiations, the Union and the Employer agreed to continue the Employer's practice of ceasing to pay sick leave once the employee's

accumulated sick bank has been exhausted.

Accumulation will resume when the employee returns to work.

14.04 Accumulation of Sick Leave

The unused portion of an employee's sick leave shall accrue for their future benefit, to a maximum of one hundred and eighty (180) days.

14.05 Proof of Illness

An employee may be required to produce a certificate from a medical practitioner for any illness in excess of three (3) working days certifying that they were unable to carry out their duties due to illness.

14.06 Sick Leave Records

Immediately after the close of each calendar year, the Employer shall advise each employee in writing of the amount of sick leave accrued to their credit.

14.07 For scheduling purposes, an employee returning from sick leave in excess of thirty (30) days shall be required to notify their supervisor two (2) weeks in advance of their return, if possible.

14.08 An employee is required to notify their Supervisor or Charge Nurse on duty of their absence for any reason in the following manner:

All Employees will make reasonable efforts to provide at least two (2) hours' notice before the commencement of their shift.

14.09 Medical Certificate

Whenever the Employer requires an employee to provide a medical certificate, the Employer shall pay the cost of such certificate.

14.10 Family Leave

An employee shall be allowed to use up to five (5) days of unused sick leave credits per year to attend to family illness or serious family emergencies. The Employer may require verification.

14.11 Self-Isolation Leave

If an employee is required to self-isolate as a result of 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 15 LEAVES OF ABSENCE

15.01 Personal Leave

An employee may be granted at the discretion of the Administrator a leave of absence up to thirty (30) days without pay and benefits but without loss in seniority provided such request is made in writing five (5) working days in advance and shall contain the reasons, the commencement and return date.

15.02 Bereavement Leave

a) Should a bereavement occur in an employee's immediate family (spouse, children, mother, father, common-law spouse as defined in the *Family Law Act)*, a leave of absence of five (5) regularly scheduled consecutive working days without loss of pay or benefits, shall be granted upon request.

b) Should a bereavement occur in an employee's family (sister, brother, mother-in-law, father-in-law, legal guardian, grandparents, grandchildren, brother-in-law, sister-in-law, son-in-law or daughter-in-law) a leave of absence of three (3) regularly scheduled consecutive working days without loss of pay or benefits, shall be granted upon request.

c) All time off granted for bereavement under Article 15.02 a) must be taken at the time of occurrence of the death.

d) Additional unpaid leave may be granted.

e) Should a bereavement occur in an employee's family member (defined as aunt, uncle, niece or nephew), a leave of absence of one (1) regularly scheduled working day without loss of pay or benefits, shall be granted upon request to attend the funeral.

15.03 Pregnancy Leave

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

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

ii) The employee shall give the Employer two (2) weeks notice, in writing of the day upon which they intend to commence their 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. An employee may begin their pregnancy leave no later than the earlier of:

a) Their due date; or

b) The day on which they give birth

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

iv) The employee shall give at least two (2) weeks notice of their intention to return to work. The employee may, shorten the duration of the leave of absence requested under this Article upon giving the Employer four (4) weeks notice of their intention to do so. Additional leave of absence may be taken under Article 15.03, Parental Leave.

b) An employee who is on pregnancy leave as provided under this Agreement, who has completed ten (10) months of continuous service and has applied for and is in receipt of Employment Insurance pregnancy/ parental benefits pursuant to the Employment Insurance System, shall be paid a supplemental unemployment benefit. That benefit shall be equivalent to the difference between seventy-five percent (75%) of their regular weekly earnings and the sum of their weekly rate of Employment Insurance

benefits and any other earnings. Such payment shall commence following completion of the two (2) week Employment Insurance waiting period and receipt by the Employer of the employee's Employment Insurance waiting period and receipt by the Employer of the employee's Employment Insurance cheque stub as proof that they are in receipt of such benefits for a maximum period of fifteen (15) weeks. The employee's regular weekly earnings shall be determined by multiplying their regular hourly rate on their last day worked prior to the commencement of the leave times their normal weekly hours. The employee does not have any vested right except to receive payment for the covered unemployment period. The plan provides that payments in respect of guaranteed annual remuneration or in respect of deferred remuneration of severance pay benefits are not reduced or increased by payments received under the plan.

c) An employee who does not apply for leave of absence under Article 15 and who is otherwise entitled to pregnancy leave, shall be entitled to and shall be granted leave of absence in accordance with Article 15 upon providing the Employer, before the expiry of two (2) weeks after they ceased to work, with a certificate of a legally qualified medical practitioner stating that they were not able to perform the duties of their employment because of a medical condition arising from their pregnancy and giving the estimated day upon which, in their opinion, delivery will occur or the actual date of their delivery.

d) 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.

e) An employee who intends to resume their employment on the expiration of the leave of absence granted to them under this Article shall so advise the Employer when they request the leave of absence. Subject to the provisions of the Employment Standards Act, if an employee returns to work at the expiry of the normal pregnancy or parental leave and the employee's former permanent positions still exists, the employee will be returned to their former position or to a comparable position if the employee's former position no longer exists.

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

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

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

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

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

   An employee's pregnancy leave ends:

i. If they are entitled to parental leave, seventeen (17) weeks after the pregnancy leave began;

ii. If they are not entitled to parental leave, on the day that is later of;

a. Seventeen (17) weeks after pregnancy leave began, and;

b. Six (6) weeks after the birth, still-birth or miscarriage

Parental Leave

a) For employees who would be eligible for parental leave pursuant to the provisions of the *Employment Standards Act,* as amended, the terms of the *Act* shall be incorporated into this Collective Agreement.

b) An employee may return to work after termination of her pregnancy as soon as she is fit to do so. During the period of the parental leave, the Employer shall continue to pay the hospital, medical, dental, disability, group life and pension benefits set out in this Agreement, provided that the employee continues to make any contribution required to be made by employees under the Agreement.

c) An employee shall give at least two (2) weeks' notice to the Employer of their intention to return to work and shall be returned to their former position and shift, if it exists or to a comparable position if it no longer exists.

15.04 Citizenship Leave

An employee shall be allowed one (1) day off without pay to process their Canadian Citizenship application.

15.05 Jury Duty and Subpoena

An employee is entitled to their regular hourly rate of pay, notwithstanding their being absent from duty by reason of summons to serve as a juror or a subpoena as a witness in any proceedings to which they are not a party or one of the persons charged, provided that the employee remits to the Employer any fee, exclusive of travelling allowances and living expenses, that they receive as a juror or as a witness.

15.06 Union Leave

Upon written notice at least two (2) weeks in advance, the Employer shall grant Union leave(s) without pay or benefits for four (4) employees based on an aggregate total of eighty (80) days for each contract year. During such leave, the employee's salary and applicable benefits shall be maintained by the Employer, and the Union shall reimburse upon receipt of the bill.

Upon application by the Union, in writing, the Employer shall grant leave of absence, without pay and without loss of seniority to an employee elected or appointed to a full-time Union office. It is understood that no more than one (1) employee in the bargaining unit may be on leave at the same time. Such leave shall be for a period of one (1) calendar year from the date of appointment unless extended for a further specific period by agreement of the parties.

15.07 Mandatory Training

a) Should the Employer require an employee to attend mandatory training, the Employer shall pay the registration cost and such time shall be considered as time worked.

(b) The Employer will endeavour to schedule all mandatory in-service and on-line training during an employee's normal working hours. Where that cannot be accomplished, the employee will be compensated at their regular rate for such training. At the request of the employee, the Employer will endeavour to provide access to Employer facilities for this purpose.

ARTICLE 16 HOURS OF WORK

16.01 This article does not provide and shall not be construed as a guarantee of the hours of work in a day or week or a guarantee of days of work or otherwise, nor a guarantee of working schedules or shifts.

16.02

a) The normal paid hours of work for a regular full-time employee shall normally be seventy-five (75) hours per two (2) week period averaged over the duty roster schedule.

b) A regular full-time employee shall normally work seven and a half (7.5) hours per day exclusive of a thirty (30) minute un-paid lunch period.

No employee shall be required to work more than five (5) hours without being provided with a thirty (30) minute unpaid meal period.

c) It is recognized that emergency situations do arise and at such times the employees may be required to interrupt their lunch period.

d) It is recognized that certain employees are presently working short shift arrangements of less than the daily hours in 16.02 a) above. The practice may continue. However, the number of employees on such short shift arrangements may not be increased during the term of this Agreement except in the Nursing Department or in the cases of emergency, or for the purpose of filling short-term needs of the Home, or by mutual agreement between the Employer and the Union.

e) CMI/RAI MDS

Recognizing the mutual objective of quality care, the Employer agrees to meet through the Labour Management Committee with the Union within six (6) weeks, unless mutually agreed otherwise, after the receipt of the annual CMI/RAI MDS 2.0 (as amended) results.

The purpose of this meeting is to discuss the impact of the CMI/RAI MDS 2.0 (as amended) changes on the staffing levels in the facility, quality of care, and provide the Union with an opportunity to make representation in that regard.

The parties may invite additional participants to attend the meeting to support constructive review and discussion.

16.03 The parties agree that it is necessary to provide the facility with twenty-four (24) hours continuous service during the seven (7) days in each week and that hours of work, shifts and schedules need to be arranged to provide that coverage. Changes will not occur without prior discussion with the Union and reasonable prior notification to the employees affected.

16.04 Where the hours of work are averaged over a two (2) week period, that two (2) week period will be the same two (2) weeks as the pay period.

16.05 The following outlines scheduling of hours of regular full-time employees in the bargaining unit and where practicable the Employer shall endeavour to arrange shift schedules so that a regular full-time employee:

a) is not scheduled to work more than six (6) consecutive days;
b) has alternate weekends off;

16.06 In the event employees of their own accord or their own convenience change shifts with one another, the Employer agrees not to interfere but reserves the right to request signed statements from such employees and shall not be responsible or liable for overtime rate claims and non-compliance that might arise or accrue as a result of the exchange of shifts.

16.07 Shift schedules covering a six (6) week period will be posted two (2) weeks in advance. Employee requests for specific days off must be submitted to the Department Head one (1) week in advance of the posting. Once posted the six (6) week shift schedule may not be changed without discussion with the employee.

16.08 When a regular full-time employee's shift is being changed, a minimum of twelve (12) hours notice shall be provided between the end of the *"old"* shift and the commencement of the *"new"* shift. It is understood and agreed that the above does not apply if the change of shift is caused by an emergency. If the employee's *"new"* shift commences during the twelve (12) hour notice period, they shall be paid overtime at time and one-half (1½) for all hours actually worked on the first shift.

16.09 It is understood and agreed that a change of hours shall not constitute a change of shift or a lay-off.

16.10 Regular full-time employees shall retain their present shift arrangement, subject to Article 16.03. The normal shift for day workers shall commence not earlier than 6:00 a.m. and end not later than 7:00 p.m.

16.11 Overtime Defined

a) All time worked beyond the regular daily hours or regular weekly hours, in excess of 7.5 or 37.5 hours, as defined in Article 16 shall be considered as overtime and paid at the rate of time and one-half (1½).

b) An employee who works overtime shall not be required to take time off in regular hours to make up for overtime worked. Time off in lieu may be taken on mutually agreed upon basis between the employee and the Employer.

16.12 Sharing of Overtime

Overtime shall be divided as equally as possible among employees in the classification who are willing and qualified to perform the available work. In deciding which employee will be offered overtime first, seniority will be the deciding factor in a descending order.

16.13 Supply of Meals

An employee required to work more than four (4) hours overtime shall be provided with a meal in the Employer's cafeteria at cost. The Employer shall allow one-half (½) hour meal break with pay.

16.14 An employee, absent during their regular work week due to illness, Workplace Safety and Insurance, paid holidays, bereavement, vacation or other leave of absence with pay, shall be deemed to have worked for the purpose of calculating overtime pay.

16.15 Call-In: Letter of Understanding attached

a) "Call-In" shall mean the calling in to work at the Employer's request of a regular full-time employee on an assigned day off as per the posted schedule.

b) Regular full-time employees who are called in will be eligible for overtime at the rate of time and one-half (1½) for all hours worked except in the case of employees who are scheduled to work less than seventy-five (75) hours in a two (2) week pay period who shall qualify for overtime rates on a call-in for hours in excess of seventy-five (75) hours of work in the two (2) week pay period.

c) If the regular full-time employee reports for work for call-in then the Employer will guarantee a minimum of four (4) hours work at straight time rate of pay.

d) Part-time employees shall be called upon to perform work prior to the Employer contracting work to agency personnel.

e) Where an employee lists themselves as available for extra shifts and then refuses five or more consecutive requests by the Employer to come into work, then the Employer will not be required to contact the employee again, regardless of the employee's seniority. This clause does not preclude the Employer from calling employees who have not listed themselves as being available to work an extra shift, after calling those employees who have listed themselves as being available to work extra shifts.

f) The Employer shall call employees for call-ins in order of seniority, however the Employer is not required to call an employee for a call-in if it would result in overtime for that employee, if there are other bargaining unit members who are willing to work without the result of overtime being paid.

Should an employee who is called for a call-in shift attend work for the shift within one (1) hour of the call, they shall be paid for the entire length of the shift for which they were called.

16.16 Each employee shall be entitled to two (2) fifteen (15) minute rest breaks per eight (8) hour shifts, one in each half shift.

16.17 Reporting Pay

Any full-time or part-time employee reporting for work on the scheduled shifts of day, unless otherwise notified, shall receive no less than four (4) hours pay at their regular rate provided that the employee shall perform a minimum of four (4) hours work if required.

16.18 Shift Premium

a) Where the majority of hours worked by an employee occurs between 3:00 pm and 7:00 am, such employee shall receive fifty-five (.55¢) cents per hour for all hours worked, in addition to their normal rate of pay.

b) In addition to any other premium, the employees shall be paid a Weekend Premium of thirty-five cents (0.35¢) per hour for each hour worked between Friday at 11:00 pm until Monday at 7:00 am. Effective two (2) pay periods following written notice of ratification, increase weekend premium to forty-five cents ($0.45) per hour for each hour worked between Friday at 11:00 pm until Monday at 7:00 am.

16.19 Accommodation Due to Religious Observances

In the event that an employee seeks accommodation on the arrangement of days off (e.g., for religious reasons), the Employer is not required to pay overtime when the employee works six (6) consecutive days in order that this accommodation be met.

ARTICLE 17 BULLETIN BOARDS

17.01 Designated space on three (3) bulletin boards (staff lunchroom, men's and women's locker rooms, of the Employer will be made available for posting notices of meetings and such other appropriate notices. The Union agrees to provide the Administrator or their designated representative with a copy of all such notices prior to posting.

ARTICLE 18 HUMAN RIGHTS

18.01 The Employer and the Union agree that there shall be no discrimination or harassment in the workplace because of age, race, colour, ancestry, place of origin, ethnic origin, citizenship, creed, political affiliation, union affiliation, sex, sexual orientation, marital status, family status, record of offenses or handicap as defined in the Ontario *Human Rights Code,* as amended.

Where an alleged harasser is required to handle a step of the grievance procedure, a representative shall be appointed to handle the grievance at that step of the grievance procedure.

ARTICLE 19 PAID HOLIDAYS

19.01 Paid Holidays

The Employer recognizes the following as paid holidays:

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

19.02 Pay-for-Regularly-Scheduled-Work on--a Paid-Holiday

A full-time employee who is not scheduled to work on the above paid holidays shall receive holiday pay equal to one (1) day's pay. A full-time employee who is scheduled to work shall be paid at the rate of time and one-half (1½) for all hours worked on the holiday, plus receive another day off with pay, in lieu of holiday pay, at a time mutually agreed between the employee and the Employer.

19.03 Compensation for Paid Holidays Falling on Scheduled Days Off

When any of the above-noted paid holidays falls on an employee's scheduled day off, the employee shall receive a day's pay or another day off with pay, in lieu of the holiday at a time mutually agreed between the employee and the Employer.

19.04 To be eligible to receive holiday pay for the above-mentioned holidays with the exception of the two (2) float days mentioned above, an employee who has satisfactorily completed

their probationary period, must have worked on the last scheduled work day prior to the holiday or the first scheduled work day after the holiday unless the absence is due to attending the funeral of an employee's immediate family as defined in Article 15.02 or the absence is due to illness in which case the employee will submit a medical certificate notwithstanding Article 15.11, or medical emergencies, or other emergencies related to immediate family members as defined in Article 15.02.

19.05 A full-time employee eligible to receive holiday pay shall receive seven and a half (7½) hours pay at their straight time hourly rate.

19.06 All employees who do not work on statutory holidays as set out in Article 19.03, and choose to receive a day off with pay, are required to utilize their lieu day at a mutually agreed upon time, within three (3) months of acquiring such lieu day. Float days may be taken at any point during the year.

ARTICLE 20 VACATIONS

20.01 Length of Vacation

A full-time employee shall receive an annual vacation with pay in accordance with the employee's years of employment as follows:

Less than one (1) year prior to December 31	One (1) day for each month of service (maximum of ten [10] days)
One (1) year but Less than three (3) years	Ten (10) working days
Three (3) years but less than eight (8) years	Fifteen (15) working days
Eight (8) years but less than fifteen (15) years	Twenty (20) working days
Fifteen (15) years but less than twenty-three (23) years	Twenty-five (25) working days
Twenty-three (23) years but less then twenty-eight years	Thirty (30) working days
Over Twenty-Eight years	Thirty-five (35) working days

20.02 The period from January 1st to December 31st will be the basis for determining service for vacation purposes. A regular full-time employee's vacation entitlement as outlined in the schedule above is based on a complete year of service as of December 31st.

20.03 Vacation schedule shall be in order of seniority subject to the service requirements in each Department. A form shall be posted by the Employer between January 31st and May 1st for the selection of vacation weeks. During the period the employees shall note on the list their first and second choice of dates for their vacation. The Employer shall post the final schedule by June 1st at the latest. It is understood that regular full-time employees will have first opportunity for vacation.

Notwithstanding the above, the Employer will respond to vacation requests within one (1) month of the request.

20.04 Vacation entitlement may not be carried over from year to year. Vacation entitlement which is not taken during the current year shall be paid out in full on December 31st each

year. Employees are required to take at least four weeks of their vacation entitlement per year.

20.05 Compensation for Holidays Falling within Vacation Schedules

If a paid holiday falls or is observed during an employee's vacation period, they shall be allowed an additional vacation day with pay at a time mutually agreed upon between the employee and Employer.

20.06 Unbroken Vacation Period

An employee shall receive an unbroken period of vacation unless mutually agreed upon between the employee and the Employer.

20.07 Employees entitled to more than two (2) weeks' vacation with pay shall take it at a period during the year which is mutually agreed upon between the employee and the Employer. Vacation requests of more than two (2) weeks will not be unreasonably denied.

20.08 Vacation pay shall be made by separate cheque upon request, otherwise all vacation pay will be paid out on the regular pay cycle in which the vacation was taken.

20.09 A regular part-time employee shall be eligible for time off each year for purposes of vacation. As well, regular part-time employees shall be paid vacation pay in accordance with the following scale:

Hours of service	**% of Gross Earnings**
Less than 1,900 hours service	4%
Between 1,900 and 7,199 hours service	4%
Between 7,200 and 14,399 hours service	6%
Between 14,400 and 26,999 hours service	8%
Between 27,000 and 43,699 hours service	10%
Between 43,700 and 53,199 hours service	12%
Over 53,200 hours service	14%

20.10 Vacation pay is calculated on the percent of gross earnings in accordance with the schedule outlined in Article 20.01.

20.11 A regular part-time employee who converts to full-time status shall receive vacation pay at the end of the year for the period they worked as a part-time employee.

20.12 Where an employee's vacation is interrupted due to serious illness which commenced prior to and continues into the scheduled vacation period, the period of such illness shall be considered sick leave if the employee provides evidence of illness satisfactory to the Employer.

The portion of the employee's vacation which is deemed to be sick leave, and which will be deducted from the employee's sick bank will not be counted against the employee's vacation credits.

ARTICLE 21 HEALTH AND WELFARE

21.01 The following summary outlines the general benefit coverage available to eligible regular full-time employees who have completed their probationary period:

a. Life Insurance (2x salary)

b. Accidental Death and Dismemberment

c. Extended Health Plan

d. Vision Care – three hundred dollars ($300.00), per two years, per family member, inclusive of one (1) eye examination. Effective two (2) calendar months following written notice of ratification, increase vision care to four-hundred dollars ($400) inclusive of one (1) eye examination.

e. Dental Plan- O.D.A. fee schedule (1 year lag i.e. 2004 in 2006)

Dental maximum to $1,500.00 per year.

f. Long-Term Disability - The Employer pays seventy-five percent (75%) of LTD premiums.

g. Employee Assistance Plan

The Employer shall provide an Employee Assistance Plan in the terms in place as of June 10th, 2024.

21.02 The Health and Welfare Plan is available to all eligible full-time employees following satisfactory completion of their probationary period. These benefit premiums are paid one hundred percent (100%) by the Employer, except for Long-Term Disability. Long-Term Disability is paid seventy-five percent (75%) by the Employer.

21.03 Following a waiting period of one hundred and twenty (120) calendar days, the regular full-time employee becomes eligible for Long-Term Disability benefits. Benefits will be equal to sixty percent (60%) of the employee's salary to a maximum of $1,400.00 monthly.

21.04 It is understood and agreed that all benefit plans or coverage provided under Article 21 are subject to the terms and conditions of the Master Policy Agreement(s) with the insurance carrier(s) and the administrative policy and procedures of the Employer and the employee, and the Employer selects or changes the insurance carrier(s). It is understood that the current level of coverage will not be reduced.

21.05 Where uniforms are required as a condition of employment, the Employer shall provide such uniforms or pay a uniform allowance of $0.07 per hour worked. Where safety boots/shoes are required as a condition of employment, the Employer shall provide such safety boots/shoes or pay a boot/shoe allowance of $35.00 annually upon receipt of proof of purchase.

21.06 Post Age 65 and Post Age 70 Benefits (Effective two pay periods following June 10, 2024)

Full-time employees who continue to be actively employed past the age of 65 shall be eligible for the following benefits under the same cost sharing basis as full-time active employees under the age of 65, except as modified below:

After age 65:

- Life Insurance as per the collective agreement
- Extended Health as per the collective agreement
- Vision Care as per the collective agreement
- Dental as per the collective agreement
- Sick Leave, EI Top up and Weekly Indemnity as per the collective agreement
- Fourteen cents ($0.14) per hour worked in lieu of long-term disability benefits

After Age 70:

- Extended Health as per the collective agreement
- Vision Care as per the collective agreement
- Dental as per the collective agreement
- Hearing as per the collective agreement
- Accumulating Sick days and EI Top up as per the collective agreement
- Sick Leave for the first week of any illness
- Twenty-five cents ($0.25) per hour worked in lieu of weekly indemnity benefits, long-term disability benefits, travel benefits and life insurance.

ARTICLE 22 PENSION PLAN

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

1) "Plan" means the Nursing Homes and Related Industries Pension Plan, being a multi-employer plan.

"Applicable Wages" means the basic straight time wages for all hours worked and in addition:

i) The straight time component of hours worked on a holiday;

ii) Holiday pay, for the hours not worked;

iii) Vacation pay;

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

"Eligible Employee" means full-time and part-time employees in the bargaining unit who have completed nine hundred and seventy-five (975) hours of service.

2) Each Eligible Employee shall contribute for each pay period an amount equal to three percent (3%) of applicable wages to the Plan. The Employer shall contribute on behalf of each eligible employee for each pay period, an amount equal to three percent (3%).

Effective the first full pay period following December 31, 2025:

Each Eligible Employee shall contribute for each pay period an amount equal to three and one-half percent (3.50%) of applicable wages to the Plan. The Employer shall contribute on behalf of each eligible employee for each pay period, an amount equal to three and one-half percent (3.50%).

Notwithstanding the foregoing, where an error has been made in deduction, the Employer shall, upon request, make full payment on any outstanding Employer

contributions irrespective of whether the employee pays the matching amount.

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

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

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

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

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

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

The information required to be provided by the Employer may be provided in the form normally maintained by the Employer, whether on computer disc, manual records or otherwise. In the event such information is not readily available without review of other information not relevant to the Plan, the Plan shall make arrangements with the Employer for access to the required information. This may include the Employer providing such information at reasonable cost to the Plan.

Such information shall be provided only on enrolment of an employee or with the monthly remittances.

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

For further specificity, the items required for each eligible employee by 5) above of the agreement are:

i) <u>To be Provided Once Only at Plan Commencement</u>:

- Date of Hire
- Date of Birth
- Date of First Contribution
- Seniority List to include hours from date of hire to employer's fund entry date (for the purpose of calculating past service credit)

ii) To Be Provided with each Remittance:

- Name
- Social Insurance Number
- Monthly Remittance
- Pensionable Earnings
- YTD Pension Contributions
- Employer portion of arrears owing due to error, or late enrolment by the Employer

iii) To Be Provided Once, and if Status Changes:

- Full Address as provided to the Home
- Termination date where applicable (MMDDYY)

iv) To Be Provided Once if they are Readily Available:

- Gender
- Marital Status

ARTICLE 23 TERM OF THE AGREEMENT

23.01 Duration

This Agreement shall continue in effect from January 1, 2024 to December 31, 2025, and shall continue from year to year and thereafter unless either party gives to the other party notice in writing within ninety (90) days prior to the termination date.

23.02 Increases to the salary schedule shall be retroactive to January 1, 2024. Where employees either have left the employ of the Employer and/or have entered in the employ of the Employer between January 1, 2024, and the expiry date of December 31, 2025, they shall be entitled to the pro-rated amount of such payments.

The Employer will endeavor to provide all retroactivity within forty-five (45) of the Interest Arbitration Award. and/or receiving written notice of ratification.

All retroactivity will be paid to employees on a separate cheque. or itemized on an employee's regular cheque.

All former employees shall be sent notice by the Employer at their last known address and will have thirty (30) calendar days from the date notice is sent to claim retroactive payments. The Union shall receive a copy of all notices sent to former employees.

Signed in Toronto, this 15 day of May, 2026.

Canadian Union of Public Employees and its Local 3224	**Broadview Foundation (Chester Village)**
	Cynthia Marinelli
Sandra Reader Sandra Reader (May 19, 2026 13:10:15 EDT)	
Evangeline Young-Taylor Evangeline Young-Taylor (May 19, 2026 21:58:41 EDT)	
Pedison Delara (May 20, 2026 05:44:08 EDT)	

SCHEDULE "A" – HOURLY RATE OF PAY

Employees shall be classified and paid in accordance with the following schedule, effective on the date shown below:

A part-time employee shall receive in lieu of benefits (being those benefits to an employee, paid in whole or part by the Employer, as part of direct compensation including holiday pay, save and except salary, vacation pay, stand-by pay, call-back pay, reporting pay, responsibility allowance, jury and witness duty, bereavement pay and maternity supplemental unemployment benefits) an amount equal to twelve percent (12%) of his/her regular straight time hourly rate of all straight time hours paid.

January 1, 2024 3.50% General Wage Increase
January 1, 2025 3.50% General Wage Increase

CLASSIFICATION	Effective Jan. 1, 2023	Effective Jun. 10 2024	Effective Jan. 1, 2024 3.5 %	Effective Jan. 1, 2025 3.5%
Registered Practical Nurse (RPN's):				
Start	$28.22	$31.22	**$32.31**	**$33.44**
Year 1	$29.99	$32.99	**$34.14**	**$35.34**
Registered Nurses (RN's):				
Start	$32.32		**$33.45**	**$34.62**
1 Year	$33.72		**$34.90**	**$36.12**
2 Year	$34.81		**$36.03**	**$37.29**
3 Year	$36.67		**$37.95**	**$39.28**
4 Year	$38.15		**$39.49**	**$40.87**
5 Year	$39.99		**$41.39**	**$42.84**
6 Year	$41.75		**$43.21**	**$44.72**
7 Year	$45.28		**$46.86**	**$48.51**
8 Year	$48.95		**$50.66**	**$52.44**
Personal Support Worker:				
Start	$26.61		**$27.54**	**$28.51**
Year 1	$27.98		**$28.96**	**$29.97**
Cook:				
Start	$25.19		**$26.07**	**$26.98**
Year 1	$26.84		**$27.78**	**$28.75**
Activity Assistant:				
Start	$24.13		**$24.97**	**$25.85**
Year 1	$25.49		**$26.38**	**$27.31**

Maintenance:

Start	$23.79		**$24.62**	**$25.48**
Year 1	$25.24		**$26.12**	**$27.04**

Porter:

Start	$22.80		**$23.60**	**$24.42**
Year 1	$24.20		**$25.05**	**$25.92**

Dietary Aide/Housekeeping/Janitorial/ Laundry Aide

Start	$22.66		**$23.45**	**$24.27**
Year 1	$24.03		**$24.87**	**$25.74**

Student:

Start	ESA		**ESA**	**ESA**
Year 1	ESA		**ESA**	**ESA**

SCHEDULE "B" – PART-TIME EMPLOYEES

This schedule forms part of the Agreement between the Broadview Foundation, Chester Village Division and the Canadian Union of Public Employees, Local 3224.

A part-time employee shall receive in lieu of benefits (being those benefits to an employee, paid in whole or part by the Employer, as part of direct compensation or otherwise, including holiday pay, save and except salary, vacation pay, stand-by pay, call-back pay, reporting pay, responsibility allowance, jury and witness duty, bereavement pay and maternity supplemental unemployment benefits) an amount equal to twelve percent (12%) of his/her regular straight time hourly rate of all straight time hours paid.

LETTER OF UNDERSTANDING #1

RE: PERSONAL RECORDS (RENEW)

Despite the language in Article 2.08 an employee will not have access to notes or records contained in their employee file which are prepared by the Employer as part of an ongoing disciplinary investigation until the disciplinary process is complete. If these notes or records contain references to the names of witnesses or other references which would allow the employee to identify these witnesses, then the employee will only be able to view these notes or records after they have been sanitized to protect the confidentiality of witnesses. However, this clause will not apply if the matter is processed in accordance with the provisions of Articles 7 and 9 of the Collective Agreement, unless the witness will not be testifying for the Employer at arbitration under Article 9 of the Agreement.

Signed in Toronto, this 15 day of May, 2026.

Canadian Union of Public Employees and its Local 3224	**Broadview Foundation (Chester Village)**
	Cynthia Marinelli
Sandra Reader Sandra Reader (May 19, 2026 13:10:15 EDT)	
Evangeline Young-Taylor Evangeline Young-Taylor (May 19, 2026 21:58:41 EDT)	
Pedison Delara (May 20, 2026 05:44:08 EDT)	

LETTER OF UNDERSTANDING #2

RE: ARTICLE 15.06: UNION LEAVE (RENEW)

The Employer and the Union agree that the Union will cooperate and assist the Employer in reimbursement by the Union of all salaries paid by the Employer on behalf of the Union for union leave taken by employees. In addition to other types of cooperation, the Union will provide the employer every six (6) months with a list of the number of days and hours of Union leave taken by each employee.

Signed in Toronto, this 15 day of May, 2026.

Canadian Union of Public Employees and its Local 3224	**Broadview Foundation (Chester Village)**
	Cynthia Marinelli
Sandra Reader Sandra Reader (May 19, 2026 13:10:15 EDT)	
Evangeline Young-Taylor Evangeline Young-Taylor (May 19, 2026 21:58:41 EDT)	
Pedison Delara (May 20, 2026 05:44:08 EDT)	

LETTER OF UNDERSTANDING #3

RE: MEETING SPACE (RENEW)

The Employer agrees to allow the Union to use space with Chester Village for the purpose of holding membership meetings. The Local shall give Chester Village two (2) weeks' notice of their request to use space for meetings. Requests for meeting space shall not be unreasonably denied.

Signed in Toronto, this 15 day of May, 2026.

Canadian Union of Public Employees and its Local 3224	**Broadview Foundation (Chester Village)**
	Cynthia Marinelli
Sandra Reader Sandra Reader (May 19, 2026 13:10:15 EDT)	
Evangeline Young-Taylor Evangeline Young-Taylor (May 19, 2026 21:58:41 EDT)	
Pedison Delara (May 20, 2026 05:44:08 EDT)	

LETTER OF UNDERSTANDING #4

RE: ARTICLE 16.15 CALL-IN AND OVERTIME (RENEW)

The parties will meet during the term of the Collective Agreement through the Labour Management Committee to attempt to modify the call-in procedure set out in Article 16.15 and to consider any possible changes to the definition of overtime in Article 16.11(a). Any agreements reached must be in writing. Regardless of whether any agreements are reached, either party may make proposals for change for the renewal of the collective agreement.

Signed in Toronto, this 15 day of May, 2026.

Canadian Union of Public Employees and its Local 3224	**Broadview Foundation (Chester Village)**
	Cynthia Marinelli
Sandra Reader Sandra Reader (May 19, 2026 13:10:15 EDT)	
Evangeline Young-Taylor Evangeline Young-Taylor (May 19, 2026 21:58:41 EDT)	
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