CUPE | Canadian Union of Public Employees

COLLECTIVE AGREEMENT

Between

CARESSANT CARE NURSING AND RETIREMENT HOMES LIMITED

Operating under the style and cause of Caressant Care on McLaughlin Road

City of Kawartha Lakes, Ontario

And

CANADIAN UNION OF PUBLIC EMPLOYEES AND IT'S LOCAL 4422.03

Expiry Date: March 31, 2026

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ARTICLE 1 - PURPOSE

1.01 It is the purpose of both parties to this Agreement:

1) To improve relations between the Employer and the Union and provide settled and just conditions of employment.

2) To promote the mutual value of joint discussions and negotiations in all matters pertaining to working conditions, employment, services, etc.

3) To encourage efficiency in operations to ensure the best possible nursing and health care for the residents of the facility.

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

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

ARTICLE 2 - MANAGEMENT RIGHTS

2.01 It is the exclusive right and function of the Employer, except as modified by the terms of this Agreement, to manage and control the business in every respect and to control and direct the working force.

2.02 Without restricting the generality of the foregoing, it is the exclusive function and right of the Employer to:

a) maintain order, discipline and efficiency;

b) to hire, direct, approve, promote, transfer and layoff employees.

c) discharge, suspend, or otherwise discipline employees for just cause;

d) determine the work to be done, the location, methods and schedules for the performance of such work;

e) determine the number of employees required and the duties to be performed by each from time to time;

f) make and alter from time to time reasonable rules and regulations to be observed by the employees, provided such rules and regulations are posted. The Union and each new employee shall be given a complete set of rules and regulations under which the Home operates.

2.03 Management rights as set out in this agreement must be exercised fairly without discrimination and in accordance with the Collective Agreement. Nor shall these rights be used in a manner which would deprive any employee of her/his employment except through just cause.

ARTICLE 3 - RECOGNITION AND NEGOTIATIONS AND GRIEVANCE COMMITTEE

3.01 The Employer recognizes the Union as the sole collective bargaining agent for, and this Collective Agreement shall apply to all employees of Caressant Care Nursing and Retirement Homes Limited, operating under the style and cause of Caressant Care on McLaughlin Road in the City of Kawartha Lakes, Ontario, save and except Assistant Director of Nursing and persons above the rank of Assistant Director of Nursing, supervisors, persons above the rank of supervisor and office and clerical staff.

3.02 No other Agreement

No employee in the bargaining unit shall be required or permitted to make a written or verbal agreement with the Employer or her/his representatives which may conflict with the terms of this Collective Agreement.

3.03 a) Persons whose jobs are not in the bargaining unit shall not normally perform job duties included in the bargaining unit if such work would result in the layoff or in the reduction of the regular working hours of any bargaining unit employee.

b) The Employer agrees that during the term of this Collective Agreement there shall not be any contracting out of any work currently being performed by members of the bargaining units, if as a result of such contracting out a layoff of any employee, or a reduction of the workforce, other than casual part-time employees, results from such contracting out. Contracting out to an employer who is organized and who will employ the employees of the bargaining unit who would otherwise be laid off at the same or better rate of pay, and the same terms and conditions of employment, is not a breach of this Agreement.

3.04 Union Recognition

For the purpose of representation with the Employer, the Union shall function and be recognized as follows:

a) The Union has the right to appoint Stewards. The Stewards are representatives of the employees in certain matters including the processing of grievances. When dealing with grievances, the Union shall be limited to a maximum of two (2) Union Representatives, who shall be either appointed Stewards, or, if necessary, other members of the Union Executive, in the processing of such grievances. The Union shall inform the Employer of the names of its Stewards and other members of the Union Executives in writing.

b) CUPE. Representatives are representatives of the employees in all matters pertaining to this Agreement, particularly for the purpose of processing grievances, negotiating amendments to or renewals of this Agreement, and of enforcing bargaining rights of the employees under this Collective Agreement or under the law of Ontario.

3.05 CUPE, through its representatives, is recognized by the Employer as having the collective bargaining rights to represent employees in the bargaining unit for the employees in the bargaining unit covered by this Collective Agreement.

3.06 Union Representatives shall be granted time off without loss of wages to assist an employee in the presentation of a grievance where such grievance must reasonably be dealt with during working hours and where the consent of her/his Supervisor has first been obtained. Such consent shall not be unreasonably withheld. Only such time as is reasonably necessary to assist the employee in the presentation of the grievance shall be granted.

3.07 Under no circumstances shall the Union appoint a total of more than six (6) Stewards.

3.08 Grievance Committee

The Employer acknowledges the right of the Union to appoint or otherwise select a grievance committee which shall be composed of the President, Secretary, plus the Steward directly involved with the grievance. The name and area of each of the Stewards and the names of the grievance committee, from time to time selected shall be given to the Employer in writing and the Employer shall not be required to recognize any such Steward or Chairman until it has been so notified.

3.09 Co-operation of the Employer

The Employer undertakes to instruct all members of its administrative supervisory staff to co-operate with the Stewards in the carrying out of the terms and requirements of this Agreement.

3.10 Co-operation of the Union

The Union undertakes to secure from its Officers, Stewards and members their co-operation with the Employer and with all persons representing the Employer in an administrative supervisory capacity in carrying out of the terms and requirements of this Agreement.

3.11 Permission to Leave Work

The Employer agrees that Union Representatives shall not be hindered, coerced, restrained or interfered with in any way in the performance of their duties, while investigating disputes and presenting adjustments as provided in this Article. The Union recognizes that each Union Representative is employed by the Employer and that she/he will not leave her/his work during working hours except to perform her/his duties under this Agreement. Therefore, no Union Representative shall leave her/his work without obtaining the permission of her/his immediate supervisor whose permission shall not be unreasonably withheld.

3.12 Representative of the Canadian Union of Public Employees

The Union shall have the right at any time to have the assistance of representatives of the Canadian Union of Public Employees when dealing with the Employer. Such representatives shall have reasonable access to the Employer's premises after notice has been given to the Employer for the access in order to investigate and assist in the settlement of a grievance when requested.

3.13 a) If an employee is to be called in by the Employer to discuss a matter which could lead to discipline she/he shall, unless she/he indicates otherwise, be accompanied by a Steward or elected Union official. The Steward or elected Union official shall then promptly attend without loss of wages.

b) Such disciplinary meeting shall normally take place during the employee's scheduled shift and the amount of time allotted for the meeting shall be appropriate to the circumstances which gave rise to the meeting. If the employee is not at work and is not scheduled to work within three (3) days of the incident, or if the incident giving rise to the meeting is so serious that more immediate action is warranted, she/he may be called in at a time when she/he is not scheduled.

c) The employee and the Steward may be allowed to meet for a reasonable period of time in private if such meeting is requested by either party.

d) When discipline is to be administered, the reason(s) for the discipline shall be communicated during the meeting and confirmed in writing to the employee within three (3) working days of the meeting. The time limits for filing a grievance as per Article 9.01 shall commence when the written confirmation of discipline is received.

3.14 The bargaining committee will consist of not more than three (3) member of the Employer, as appointees of the Employer, and not more than three (3) members, and the Local President, of the Union as appointees of the Union. The Union will advise the Employer in writing of the Union nominees to the Committee.

Bargaining Committee members shall be entitled to leave their work during working hours in order to carry out their functions under this agreement, including, but not limited to: attendances at meetings with the Employer, participation in negotiations and conciliation. Permission to leave work during working hours for such purposes shall first be obtained from the immediate supervisor. Such permission shall not be unreasonably withheld. All time spent in performing the above shall be considered as paid time worked. The bargaining Committee shall have the right to attend negotiation meetings held within the employees working hours without loss of remuneration.

3.15 The Home agrees to provide correspondence addressed to the Local Union President directly to that individual if she works in the facility or by mail if she does not. First stage grievances answers will be provided to the Local Union President directly if she works in the facility or to the Steward of record if the Local Union President works elsewhere.

3.16 The Parties shall each appoint a maximum of four (4) representatives to the Labour-Management Committee. Such committee shall meet for the purpose of discussing on-going and current matters of mutual interest no less often than quarterly, in person, unless otherwise agreed to by the parties.

The members of the committee shall receive a notice and agenda of the meeting no less than 1 week in advance of the meeting.

Employees shall not suffer any loss of pay for time spent with this committee, and members not scheduled to work shall be paid for the hours in attendance at the meeting only. The Committee shall not have the authority to settle grievances or to amend the terms of this agreement.

In months there is not a Labour-Management Meeting the Union shall forward any Labour-Management Issues, electronically, to the Employer and the Employer shall respond in writing within ten (10) days of receiving such concerns.

3.17 The employer agrees that no full time positions shall be converted to one or more part time positions.

ARTICLE 4 - NO DISCRIMINATION

4.01 Employer and Union Shall Not Discriminate

The Employer and Union agrees that there shall be no harassment, discrimination, interference, restriction or coercion exercised or practiced with respect to any employee in the matter of hiring, wage rates, training upgrading, promotion, transfer, layoff, recall, discipline, classification, discharge, or otherwise by reason of age, race, creed, colour, national origin, political or religious affiliation, sex or marital status, family relationship, place of residence, nor by reason of her/his membership or activity in the Union or any other reason.

Harassment shall be defined as a course of vexatious conduct that is known to be or reasonably ought to be known to be unwelcome.

4.02 Human Rights Act

Any claim by an employee or the Union pertaining to a violation of the Constitution of Canada, the *Human Rights Act*, or the *Employment Standards Act*, or any other labour relations legislation may be the subject of a grievance which shall be processed in accordance with the Grievance Procedure.

4.03 Any provision of this Collective Agreement which violates any legislation or regulation imposed by the Ministry of Health or other government body shall be deemed void.

4.04 In the event the Public Health Unit/Medical Officer of Health and/or advisory physician of the facility deems it necessary to conduct medical examinations or requires medical testing of employees to control or eliminate an outbreak in the Home, all employees shall cooperate fully with the party requesting such information.

ARTICLE 5 - UNION MEMBERSHIP REQUIREMENT

5.01 All Employees to be Members

All employees of the Employer shall, as a condition of employment, become and remain members in good standing of the Union, according to the constitution and by-laws of the Union.

5.02 The Union agrees that it will make membership in the Union available to all employees covered by this Agreement on the same terms and conditions as are applicable to other members of the Union.

5.03 The Union agrees to hold the Employer harmless in respect of any deductions or remittances made pursuant to this Article.

5.04 As a condition of employment each employee shall sign a form authorizing the Employer to deduct from each pay an amount equal to Union dues. Such authorization shall not be subject to cancellation.

5.05 The Employer agrees to check off from each employee such amount as requested in writing by the Local Secretary-Treasurer of the Union, for dues, initiation fees and/or levies. The total amount checked off and any authorized initiation fees owing, will be turned over to the Secretary/Treasurer of the National Union not later than the 25th day of the following month, together with an itemized list of the employees for whom the deductions are made and the amount checked off for each.

5.06 Dues Receipts

At the same time that Income Tax (T-4) slips are made available, the Employer shall indicate the amount of Union dues paid by each Union member in the previous year.

5.07 The Employer agrees to keep the Union advised, upon their request, of specific changes in the status with regard to new employees who are to have union dues deducted; employees who are to be laid off or recalled, or employees who have been discharged.

5.08 Interviewing Opportunity

The Employer agrees to acquaint new employees with the fact that a Union agreement is in effect and with the conditions of employment as they are set out in the Collective Agreement. On commencing employment, the employee's immediate supervisor shall introduce the new employee to her/his Union Steward within their first (1st) month of employment.

5.09 The employer shall provide the President of the Union the home addresses, email addresses and phone numbers of all bargaining unit members which they have available on file.

ARTICLE 6 - CORRESPONDENCE

6.01 Correspondence

All correspondence between the parties arising out of this agreement or incidental thereto, shall pass to and from the Executive Director and the Secretary of the Local Union with copies to the Vice President – Human Resources of the Employer and the National Representative of the Union.

6.02 Representatives

The Union will supply the Employer with the names of its Officers. Likewise, the Employer shall supply the Union with the names of its supervisory personnel with whom the Union may be required to transact business.

ARTICLE 7 - NO STRIKES, NO LOCKOUTS

7.01 There shall be no strike or lockout as long as this Agreement continues to operate. The words “strike" and "lockout" shall be defined as per the Ontario Labour Relations Act.

7.02 Should the Employer allege that the Union has engaged in a strike, as defined under the Ontario Labour Relations Act or should the Union allege that the Employer has engaged in a lockout, as defined under the Ontario Labour Relations Act either party may take the matter up at Step 2 of the grievance procedure.

ARTICLE 8 - GRIEVANCE PROCEDURE

8.01 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 supervisor an opportunity to adjust the complaint. No grievance shall be considered where the event giving rise to it occurred or originated more than ten (10) days before the filing of the grievance.

STEP # 1

If an employee has an unsettled complaint affecting herself/himself regarding the interpretation, application, administration or alleged violation of this Agreement, the Union may take the matter up as a written grievance within ten (10) days after receiving an unsatisfactory reply to the complaint. The Union and the Executive Director shall hold a meeting within ten (10) days to discuss the grievance. The Executive Director shall give a written reply within five (5) days of the meeting set out herein.

STEP # 2

Failing settlement at Step # 1 the Union representative may, within ten (10) days of receipt of the Executive Directors' reply, request a further meeting between the parties. The Employer shall reply in writing within five (5) days of the date of the meeting set out herein. Failing settlement at Step # 2 the grievance may be submitted to Arbitration as hereinafter provided if the request is made in writing to the other party within sixty (60) days after the decision has been given at Step # 2. Unless extended by mutual agreement of both parties, or by exercise of an Arbitrator's discretion.

8.02 The reference to days means all calendar days except Saturdays, Sundays and public holidays. Any and all time limits may at any time be extended by written agreement between the Employer and the Union.

8.03 Any difference arising directly between the Union and the Employer relating to the interpretation, application, administration or alleged violation of this Agreement may be presented by either party as a policy grievance commencing at Step # 2. A policy grievance shall not be arbitrable if the matter in dispute could have been brought solely as an employee grievance.

8.04 A "Group Grievance" is defined as a single grievance, signed by a Steward or a CUPE Representative on behalf of a group of employees who have the same complaint. Such a grievance must be dealt with at successive stages of the grievance procedure, commencing with Step # 1. The grievors shall be listed on the grievance form. Should such a grievance be referred to arbitration, the matter shall be adjudicated as a group grievance.

8.05 If either party fails to answer at any stage of the grievance procedure, the other party shall have the right to proceed to the next step of the procedure.

8.06 Unless informed otherwise, the Employer shall communicate with the Steward-of-record in each grievance.

ARTICLE 9 - ARBITRATION

9.01 When either party requests that a grievance be submitted to a Board of Arbitration as provided under this Collective Agreement, it shall make such request in writing addressed to the other party and at the same time name it's nominee.

Within five (5) days of the request being received, the other party shall name it's nominee in writing.

Should the two (2) nominees be unable to select an arbitrator within seven (7) days then either party may request the Minister of Labour of the Province of Ontario to nominate a person to act as a Chairperson at any time thereafter.

9.02 No person may be appointed as a nominee who has been involved in an attempt to negotiate or settle the grievance or who is an employee of either party.

9.03 Each of the parties hereto shall bear the expenses of the representative appointed on its behalf and the parties hereto shall jointly bear the expenses of the Chairperson of the Board of Arbitration.

9.04 The decision of the majority of the Arbitration Board shall be the decision of the Board and shall be final and binding upon the Employer, the Union and the employee or employees affected; provided, however, that in no event shall the Board of Arbitration have the power to change this Agreement or to alter, modify or amend any of its provisions nor to make any decision in conflict with the provisions of this Agreement. In the event there is no majority decision, the decision of the Chairperson shall govern.

9.05 Unless the Collective Agreement provides a specific penalty in determining a discharge case, the Board of Arbitration shall have the authority to:

a) affirm the Employer's action;

b) set aside the penalty imposed by the Employer and restore the grievor to her/his former position with or without compensation.

c) vary or alter the penalty imposed by the Employer or make such other determination as the Board in its discretion may deem just and reasonable; and

d) have access to the Employer's premises to view the working conditions or operations that may be relevant to the resolution of the grievance.

9.06 Notwithstanding the arbitration procedure outlined above, a grievance after the second step in the grievance procedure may be referred to the Ontario Labour Relations Board for arbitration under the provisions of the Labour Relations Act, for appointment of a single arbitrator.

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

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

ARTICLE 10 - DISCHARGE AND SUSPENSIONS

10.01 Designation of Supervisor

Every employee shall be notified of the name of her/his immediate designated supervisor.

10.02 In order to be valid as grounds for further disciplinary action, a written warning must be communicated to the employee within ten (10) days of the incident or when the Home became aware of the incident which gave rise to the complaint.

10.03 A claim by an employee who has completed the probationary period, that she/he has been discharged or suspended without just cause, shall be treated as a grievance if a written statement of such grievance is lodged with the Executive Director at Step #2 of the grievance procedure within five (5) days after the employee is made aware of the suspension or discharge. Such special grievances may be resolved by:

a) confirming the Employer's action;

b) reinstating the employee with full compensation for time lost;

c) any other arrangement which is just and equitable in the opinion of the conferring parties or through arbitration.

10.04 If circumstances allow, any employee who has been dismissed during her/his shift, shall be able to meet with the Steward on duty. Such meeting shall not exceed fifteen (15) minutes. The duration of such meeting shall begin with the arrival of the on-duty Steward at such meeting. The Steward will obtain permission from her/his immediate supervisor to attend such meeting. Such permission will not be unreasonably withheld. The Employer shall further notify the terminated employee by registered letter of her/his termination, with a copy to the Local Chairperson.

10.05 When an employee has completed any twelve (12) continuous month period without any disciplinary action being placed against her/his record, her/his record prior to the twelve (12) month period shall not be used as a basis for or in support of any subsequent disciplinary action taken against the employee except in cases involving resident abuse where the record will remain on file.

10.06 In cases of discharge and discipline, the burden of proof of just cause shall rest with the Employer.

10.07 Provided an employee submits a request in writing, an employee shall be granted the opportunity to view her/his personal file. Within eight (8) working days of receipt of the request, the Executive Director will establish a time for the employee to view the file. Information to be viewed will be limited to:

1) Application form;

2) Written warnings and evaluations;

3) Incident reports;

4) Medical reports; and

5) Any documentation relevant to a grievance

10.08 Throughout this Article the reference to days means calendar days except Saturdays, Sundays and Paid Holidays (Article 18). Any and all time limits may at any time be extended by written agreement between the Employer and the Union.

10.09 The parties agree that coaching and counseling letters will not form part of the disciplinary process nor appear on file.

10.10 Discharge and Suspensions

Administrative Leave:

An employee who is placed on administrative leave pending the outcome of a workplace investigation, will be paid their full wages (based on their regularly scheduled hours) and benefits until such a time as the investigation is completed and a decision has been made.

10.11 In the event the employee is to be interviewed or disciplined the meeting, wherever possible, shall happen during the employee's working hours. If a union representative attends off schedule, they shall receive their regular hourly rate for all time spent at a minimum of one hour.

ARTICLE 11 - SENIORITY

Seniority shall be used to determine preference and priority for job postings, recalls, call-ins, and as otherwise provided in this Collective Agreement.

11.01 Full-Time

a) Seniority is defined as the length of service in the bargaining unit, with the Employer, including normal work time lost as a result of a sick leave or any unpaid medical leave.

b) A newly hired full-time employee shall be on probation for forty-five (45) working days from last date of hire.

11.02 Part-Time

a) Seniority is defined as the number of hours paid in the bargaining unit, with the Employer, including normal work time lost as a result of a sick leave or any unpaid medical leave, commencing on the 8th consecutive day of an illness.

b) A newly hired part-time employee shall be on probation for four hundred and fifty (450) hours work from the date of last hire. A probationary evaluation will be held by three hundred fifteen (315) hours.

11.03 All Employees

a) During the probationary period an employee may be terminated at the sole discretion of the Employer. Such termination may be subject to the grievance procedure as defined under the Labour Relations Act. The Union acknowledges that the Home has a Policy which amounts to a lesser standard for the termination of probationary employees.

b) Newly hired employees shall have a minimum period of three (3) days practical training and orientation and for employees in the Nursing Department and an additional one (1) day training in policy and procedure including but not limited to safe lifting training, in accordance with the Home's current practice. The Home's supervisory personnel shall be responsible for training and orientation of newly hired employees. However, all staff are expected to participate in this training and orientation period. During the training and orientation period the employee shall be paid at the probationary rate for her classification.

The Employer agrees that all mandatory training (In-Service and online training) shall, where practicable, be scheduled during an employee's normal working hours. Additional staff shall be scheduled, where practicable, to replace employees who are completing the training.

In the event that mandatory training cannot be scheduled during an employee's normal working hours, the Employer in consultation with the employee, shall find suitable time for the employee to come into work early and/or stay late to complete the training. All time spent completing the training will be paid at the employee's regular earnings at a minimum of four (4) hours.

In the event that the mandatory training cannot be scheduled at the workplace, the Employer in consultation with the employee, will approve time for the employee to complete the training offsite. All time spent completing the training will be paid at the employee's regular earnings at a minimum of four (4) hours.

c) Any part-time employee who bids on a full-time job posting shall be given two (2) weeks seniority for each full sixty (60) hours of seniority accumulated in his/her former position. Any full-time employee who bids on a part-time job posting shall be given seniority based upon her hours accumulated. The Employer shall continue its current practice of accumulating hours for both full-time and part-time employees.

d) Employees, employed with Caressant Care, McLaughlin, as non-registered staff, who obtain their Registration (RPN or RN) shall be placed on the salary grid in accordance with seniority to a maximum of one thousand and seven hundred and fifty (1750) hours and progress on the wage grid in accordance with the number of hours/years in the registered position. For all other benefits (example: vacation) their seniority with the Employer shall apply.

e) A probationary employee who goes off on Maternity/Parental Leave before completing probation shall not accumulate shifts/hours toward the completion of her probation while on Maternity/Parental Leave. Upon her return she shall complete the remaining number of shifts/hours needed to complete her probation. Once she has gained seniority she shall be credited with the shifts/hours she lost while on Maternity/Parental Leave in accordance with the *Employment Standards Act*.

11.04 An employee's seniority and all benefits and all seniority rights shall cease and the employee be deemed to be terminated if an employee:

a) Voluntarily quits

b) Is discharged and such discharge is not reversed through the grievance and/or arbitration procedure.

c) Is absent for two (2) consecutive days without notifying the Employer unless such notification was not reasonably possible.

d) Fails to return to work within seven (7) calendar days following notice of recall from layoff after being notified by registered mail to do so, save and except those circumstances where a commitment is given to return to work after allowing a reasonable period of notice to an interim employer.

e) If laid off for a continuous period of more than eighteen (18) months.

f) An employee retires.

g) Uses a leave for reasons other than stated in the request for the leave.

h) Requests not/refuses to be scheduled or called in for five (5) consecutive months, unless such requests/refusals are agreed to.

11.05 Any senior employee who quits her/his employment with the Employer and is rehired within one (1) year:

a) In the same classification, shall not re-serve the probationary period and shall receive the start rate, 1750 rate or the 3500 rate based on her/his previous length of service, upon her/his return.

b) In a different classification, shall re-serve the probationary period but shall receive the start rate, 1750 rate or 3500 rate based on her/his previous length of service, upon her/his return unless the rate of the new classification is higher than the employee's former classification, in such a case the employee will be paid at the start rate.

11.06 A seniority list will be revised twice annually. A copy of the seniority list will be posted and a copy will be given to the Union. The seniority list for all employees will be in order of last date of hire or, in the case of part-time employees, total hours worked.

ARTICLE 12 - EMPLOYEES DEFINED

12.01 a) A full-time employee is one who is regularly scheduled more than sixty (60) hours bi-weekly on a regular and continuing basis.

b) A part-time employee is one who is regularly scheduled thirty (30) hours or less per week. If a part-time employee works more than thirty (30) hours per week due to vacations, leave of absence, illness, shift exchanges, and/or call-ins, she/he shall remain classified as a part-time employee and shall receive payment in lieu of benefits as per Articles 21.02 (a) and (b).

c) A student working in any classification (other than RN) shall be defined as those employees who are at a community college, high school or other similar educational institution, and maintain at least fifty percent (50%) of a full-time course load. Students can be required to provide proof of enrollment in order to maintain their student status with the Employer.

12.02 Students working in any classification (other than RN) shall be paid at the rates set out in Schedule "A" as long as they are students as defined above. When the condition set out above is no longer met by such employee she shall be laid off.

12.03 A student, working in any classification (other than RN) who has been laid off out of the student classification, may apply for any regular full-time or part-time position that the Home may have available. The students employment record, skill, ability, and availability to perform the required tasks will be used as a basis for determining their suitability for employment in regular full-time or part-time positions. This should not be construed as a guarantee of employment or an offer of employment.

Students hired for regular full-time or part-time positions will serve the probationary period as set out in this Collective Agreement.

12.04 Students working in any classification (other than RN) shall not be eligible for the payment in lieu of benefits, pension or shift premium.

12.05 A casual part-time employee means an 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.

ARTICLE 13 - LAYOFFS AND RECALLS

13.01 When circumstances require a reduction in staff, all probationary employees will be laid off first and if further reductions are required, employees will be laid off in the inverse order of their seniority provided the remaining staff have the ability and qualifications to perform the work. No full-time employee shall be laid-off by reason of her duties being assigned to one or more part-time employees.

13.02 When employees are recalled to work, they will be recalled in order of their seniority provided they have the ability and qualifications to perform the work.

13.03 No new employees shall be hired until those laid off have been given an opportunity of recall and have failed to return to work provided they have the ability and qualifications to perform the work.

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

13.05 Grievances concerning layoffs and recalls shall be initiated at Step #2 of the grievance procedure.

13.06 The job bid provisions shall not apply when a vacancy can be filled via the recall procedure.

ARTICLE 14 - JOB POSTINGS, VACANCIES AND TRANSFERS

14.01 a) In this Article a vacancy means a position of employment within the bargaining unit which is not filled but does not include any such position which is expected to be of four (4) weeks or less duration.

b) Temporary vacancies of more than four (4) weeks duration shall be posted except for vacation coverage. Such position shall be filled from applications received on the basis of seniority, provided the senior employee is qualified to perform the normal requirements of the job.

An employee who relieves in such a temporary position shall retain her/his status i.e. full-time or part-time for a period of up to six months, or in the case of a temporary position resulting from a pregnancy and/or parental leave for the term of the leave, at which time the employee shall revert to her/his former position. If the temporary position still exists it shall be reposted.

14.02 When a vacancy occurs the Employer shall post a notice of such vacancy on the bulletin board. The posting will indicate full-time or part-time, the classification, the required shift/shifts and the hourly rate of pay, as well as the minimum qualifications required. The job postings shall also state that this position is open to both male/female applicants.

14.03 When filling any vacancy the Employer shall give preference to an applicant employee in the bargaining unit with the most seniority provided such employee has the ability and qualifications to perform the required work.

14.04 a) A vacancy shall be posted for ten (10) calendar days or less if agreed by the parties and be filled within ten (10) calendar days. Applicants shall notify the Executive Director or her/his designate in writing on forms supplied by the Employer within that time to be eligible. Except in cases when the normal operation of services might be affected, the successful applicant will be scheduled to the new position within ten (10) calendar days of the closing date of the posting.

b) Notifications to the Union for extensions and/or early filling of job posting due to operational requirements will be communicated to the Union for Agreement.

c) The successful applicant shall be paid the rate of her new position in accordance with her seniority and Schedule “A”.

14.05 a) The successful applicant shall be placed on trial in a new position for a period of one (1) month or seventy-five (75) hours worked for part-time. Such position shall become permanent after the trial period unless the Employer feels that the employee is not suitable for the position and it is required that she/he return to her/his former position. If the employee involved feels that she/he is not suitable for the position, she/he may exercise her/his right to return to her/his former position within the trial period.

b) In the event the employee returns, or is returned to her/his former position, the employee will return without any loss of seniority or salary.

c) In the event the employee has started the trial period and returns, or is returned, to their former position, the job shall be reposted and the posting period shall be shortened if mutually agreed.

In the event the employee decides to stay in their current position and has not started the trial period, the next applicant selected shall be from among those who applied for the original posting.

14.06 Employees who are on vacation may indicate in advance their desire to apply for a posting if such a posting should occur during their vacation. In such a case the Employer shall fill the vacancy temporarily from within the bargaining unit.

14.07 Until the vacancy is filled via the above manner, the Employer may fill the position as it deems appropriate from within the bargaining unit.

14.08 A vacancy created by a posting shall be subject to one (1) further posting.

14.09 No employee shall be transferred to a non-bargaining unit position without her/his consent. If an employee is transferred she/he shall retain her/his seniority and her/his right to return to the bargaining unit for a period of one (1) month. If an employee returns to the bargaining unit she/he shall be placed in a job comparable to her/his former position. Such return shall not result in the layoff or bumping of another employee.

14.10 If management exercises any rights referred to above in an inconsistent manner, recourse shall be handled through the grievance procedure.

14.11 Notification shall be given to the employee and the Union within seven (7) calendar days of the date of appointment to a vacant position and the name of the successful applicant shall be posted on the bulletin board. Until a vacancy is filled by the above procedure the Employer may fill the vacancy as it deems appropriate from within the bargaining unit.

14.12 When an employee is temporarily transferred by the Employer to a position paying a lower rate, her/his rate shall not be reduced. If they are transferred to a higher classification they will be paid at that rate.

14.13 When a new classification Is established by the Employer within the bargaining unit or would fall under this scope of this collective agreement, the Employer shall determine the rate of pay for such new classification, provide the job description, and notify the Local Union within seven (7) days prior to posting such position.

If the Local Union challenges the rate, it shall have the right to request a meeting with the Home to endeavor to negotiate a mutually satisfactory rate. Such a request will be made within ten (10) days after the receipt of notice from the Employer of such new classification and rate.

Any change mutually agreed to resulting from such meeting shall be retroactive to the date that notice of the new rate was given by the Employer. If the parties are unable to agree, the dispute concerning the new rate may be submitted to arbitration as provided in the Agreement within fifteen (15) days of such meeting.

The decision of the Board of Arbitration (or arbitrator as the case may be) shall be based on the relationship established by comparison with the rates for other classifications in the bargaining unit having regard to the requirements of such classification.

When the Home makes a substantial change during the term of the Agreement in the job content of an existing classification which in reality causes such classification to become a new classification, the Home agrees to meet with the Union if requested to permit the Union to make representation with respect to the appropriate rate of pay. The Employer will provide the new job description at least ten (10) days prior to the change taking effect.

If the matter is not resolved following the meeting with the Union, the matter may be referred to arbitration as provided in the Agreement within fifteen (15) days of such meeting.

The decision of the Board of Arbitration (or arbitrator as the case may be) shall be based on the relationship established by comparison with the rates for other classifications in the bargaining unit having regard to the requirements of such classifications. The parties further agree that any change mutually agreed to or awarded as a result of arbitration shall be retroactive only to the date that the Union raised the issue with the Home.

14.14 When an employee is temporarily transferred to a position or temporarily replaces an employee, in a position paying a higher rate of pay, the employee shall receive the higher rate of pay for such time, at a minimum of four (4) hours.

ARTICLE 15 - HOURS OF WORK

15.01 The following is intended to define the normal hours of work but shall not be interpreted as a guarantee of hours of work per day or per week or days of work per week.

a) The normal hours for full-time employees are seven and one-half (7 1/2) hours per day plus an unpaid thirty (30) minute meal period and seventy-five (75) hours in a two (2) week period.

b) The regular workday for part-time employees shall consist of such hours paid as the employee is scheduled to work. An employee working more than a five (5) hour shift shall receive a one-half (1/2) hour unpaid lunch break during her/his shift. The Employer shall schedule all part-time employees as equitably as possible. In no event will a junior part-time employee be scheduled more hours than a senior part-time employee unless requested otherwise (in writing) by the senior employee.

c) Should the employee not be able to take the one-half (1/2) hour lunch break during her/his shift or if she/he is not able to take it without interruption, it shall be paid as time worked. If possible the lunch break shall be scheduled during the middle of the shift.

15.02 No employee shall work more than six (6) consecutive days except by agreement between the parties. This requirement shall not apply between December 1st and January 15th each year.

15.03 a) Full-time Employees

The Employer will endeavour to schedule full-time employees off every weekend. In the event a full-time employee needs to be called in to work on a scheduled weekend off, such employee shall not be entitled to overtime and will be given an alternate day off of their choice, but to be taken within the next seven (7) calendar days.

Full-time employees may be scheduled to work weekends to cover part-time employee shifts during vacation, illness, WSIB, maternity, in the event no part-time staff are available to fill shifts and to ensure appropriate levels of staffing are met.

The above clause shall not apply to any full-time employee who wishes to work weekends.

The granting of every weekend off will only go into effect if this arrangement requires the Home to hire no additional staff.

b) Part-time employees will be scheduled for at least every second (2nd) weekend off were possible. The Employer will endeavour to arrange schedules so as to provide for every other weekend off. This shall not be construed as requiring the Employer to hire additional staff. This clause shall not apply to any employee who wishes to work more consecutive weekends then herein provided.

c) The Employer shall post work schedules on a six (6) week basis at least one (1) week prior to the effective date of the schedule. No changes shall be made in the schedule of the employees once posted unless by mutual agreement between the Home and the employees, or due to the return of an employee who has been absent due to illness, WSIB, maternity leave, long term disability, with work restrictions, or as the result of grievance settlement or an arbitration award, or due to obvious error. Requests for time off must be submitted at least two (2) weeks before the posting of the work schedule during which the time off is requested.

d) In the event that employees wish to exchange workdays and off days with other employees in the same Department/classification they shall complete a form designated for this use and submit it to the Department Manager or her/his designate. Such request must normally be submitted in writing five (5) calendar days in advance of the requested exchange. The Employer shall not be responsible or liable for overtime rate claims that might arise or accrue as a result of such exchanges. Approvals for mutual exchanges will be at the sole discretion of the Employer. Mutual exchanges will only be considered from employees in the same job classification.

e) Schedules covering the period for December 23rd through to December 28th shall be posted no later then December 1st.

15.04 a) There shall be two (2) fifteen (15) minute breaks with pay for all employees during each shift of more than six (6) hours at times designated by the Employer.

b) Short shifts of more than four (4) hours but less than six (6) hours shall receive one (1) fifteen (15) minute break with pay during the middle portion of such shift at a time designated by the Employer.

c) The break period referred to in a) above, may be combined into one thirty (30) minute break period with the permission of the Employer. (This break would be in addition to the lunch period).

15.05 No employee shall be scheduled to work on more than two (2) different shifts in any one (1) week. For the purposes of this Article only shifts shall be defined as Days (06:00 – 15:00), Afternoons (14:00 – 23:00) and Nights (22:00 – 07:00).

15.06 For the purpose of scheduling days off, an employee working from 10:00 p.m. to 6:00 a.m. shall be deemed to have worked the day in which the most hours worked fall.

15.07 The Christmas period shall be three (3) consecutive days off or worked. The New Years' period shall be three (3) consecutive days off or worked.

The Home will post a list, by department and classification asking employees which of either the Christmas or New Years' periods they will work. Employees may sign up to work both.

In the event of insufficient staff, employees will be assigned in reverse order of seniority based on which of the above periods they had off the previous year (i.e. off Christmas last year, they can be assigned to work Christmas this year).

In the event of sufficient staff, some employees, by seniority, may have both Christmas and New Years' off.

If employees agree to switch time off under this provision and such switch is approved, eligibility for time off in succeeding years shall be based upon the original schedule as posted. The Employer shall not unreasonably deny such requests.

15.08 The Employer will pay each employee the employee's regular hourly rate as set forth in Schedule "A", as applicable, for the actual hours worked by such employee on the days when each of Daylight Savings Time and Eastern Standard Time are implemented. For greater clarity, an employee who is working on the changeover to Daylight Savings Time in the spring of the year will receive six and one-half (6.5) hours wages and an employee who is working on the changeover to Eastern Standard Time in the fall of any given year will receive eight and one-half (8.5) hours wages at the applicable straight time hourly rate.

15.09 For the purpose of this Agreement, a week shall be considered to begin Sunday at 11:00 p.m. and end the following Sunday at 11:00 p.m.

ARTICLE 16 - OVERTIME AND PREMIUMS

16.01 Overtime Defined

a) Employees shall receive wages at the rate of one and one-half (1 1/2) times the regular rates for all time worked in excess of seven and one-half (7 1/2) hours per shift or for all time worked in excess of seventy-five (75) hours in a bi-weekly pay period. Overtime shall not apply if it is the result of a voluntary switch of time at the request of the employee. All overtime must be approved by the Employer or the Employer's designate prior to any overtime being worked.

b) Where, in the course of a shift, an overtime opportunity becomes available for the following shift, it will be offered to employees who are on shift (on duty) before being referred to the call-in procedure. Employees on shift who are asked to stay for an overtime opportunity will be asked in order of seniority beginning with the most senior employee. Succeeding overtime opportunities offered to staff on shift will commence with the person listed below the last person to accept the overtime, and so on, on a rotational basis.

16.02 A full-time employee shall have the option of being paid at one and one-half (1 1/2) times her/his straight time hourly rate for all hours worked on an assigned day off or an alternate mutually agreed-to day off, unless such work is performed as a result of a voluntary switch in hours with another employee or unless the employee requests more time, in writing.

16.03 Call Back Pay

Call Back is defined as an employee asked to return after completing a shift, for the needs of the Home, e.g. a problem has occurred and can only be solved/rectified by that employee.

An employee who has been called back to work outside her/his regular working hours shall be paid for a minimum of three (3) hours at overtime rates.

16.04 Compensation For Work on 7th Day Not Regularly Scheduled

No Employee shall work more than six (6) consecutive days or more than thirty (30) days in any six (6) week scheduling period, except by agreement between the parties or except in the case of an emergency. All work performed in excess of the above shall be paid at one and one-half (1 ½) times her/his straight time hourly rate, unless an agreement has been made.

16.05 Turn Around Time

Except by agreement between the parties or except in the case of an emergency, an employee shall have a break of at least twelve (12) hours between scheduled shifts. An employee who is required to start a new scheduled shift within twelve (12) hours of completing her/his previous scheduled shift including overtime shall be paid at the rate of time and one-half (1 1/2) for all hours which fall within the twelve (12) hour turn around time. The parties understand this would not apply to an employee who accepts a call-in to replace another absent employee.

16.06 Reporting Pay

If an employee who is scheduled to work a four (4) or more hour shift reports for work and is notified that no work is available, she/he shall be paid a minimum of three (3) hours pay at regular rate.

16.07 All employees, excluding students, shall receive a shift premium of ($0.45) for each hour worked on an afternoon or night shift when the majority of hours occur between 3:00 pm and 7:00 am. The shift premium will increase to fifty cents ($0.50) per hour effective February 6th, 2017. Shift premium will not be paid for overtime hours and will not form part of employee's regular hourly rate.

16.08 All employees shall receive a weekend premium of an additional forty cents ($0.40) per hour for each hour worked between Friday at 23:00 pm and Sunday at 23:00 pm. This premium shall be in addition to any shift premium as per 16.07. A further five cents ($0.05) per hour effective March 31st 2021.

16.09 There shall be no pyramiding of overtime under any provision of this Agreement.

16.10 Call-In Procedure

Call-in is defined as an employee called into work to replace another absent employee.

The Employer shall maintain a list of employees who wish to be available for casual call-ins. Employees on the call-in list shall be called in order of seniority beginning with the most senior employee until the staff shortage is filled. Each call will be indicated on that call-in sheet as to “worked", "no answer" or "refused". Succeeding call-ins will commence with the person listed below the last person to accept the call, and so on, on a rotational basis. "No answer" and if “refused” shall be counted as "worked" for the purpose of call-in rotation. Many part-time staff have regularly scheduled shifts. Their first commitment is to those shifts.

The Employer shall maintain a list of employees who wish to be available for casual call-ins. Employees who do not wish to be called-in may remove their names from the list. Employees who are not available for short periods of time may indicate on the list, in writing, their availability.

Employees on the list who refuse a call-in three (3) times in a three (3) month period or less shall have their names removed from the list for the following six (6) week period

Call in opportunities shall be done in the following order:

1. Straight time by seniority within the required classification.
2. Overtime by seniority within the required classification.
3. Straight time, bargaining unit wide, by seniority, for those trained in the required classification.
4. Overtime, bargaining unit wide, by seniority, for those trained in the required classification.

Opportunities provided by the employer for employees to be trained in other classification shall be offered by seniority.

16.11 Standby and Call-In

An employee who volunteers to remain available for duty on standby outside her or his regularly scheduled working hours shall receive standby pay in the amount of two dollars and fifty cents ($2.50) per hour for the period of standby scheduled by the Employer. Where such standby duty falls on a weekend or paid holiday, the employee shall receive standby pay in the amount of three dollars and fifty cents ($3.50) per hour. Standby pay shall, however, cease where the employee is called in to work.

16.12 The Employer shall make every effort to call in qualified relief staff for any employee who does not report to work.

16.13 Responsibility Pay

A Registered Practical Nurse (RPN) or Registered Nurse (RN) who is designated to be In-Charge of the building on any shift shall receive one dollar ($1.00) per hour for every hour designated In-Charge, in addition to her/his regular salary or any other applicable premiums.

ARTICLE 17 - VACATIONS

17.01 For the purposes of the vacation schedule, credits will be determined as of May 31 of the calendar year preceding the year in which vacations are taken. All vacations must be taken within the calendar year and cannot be accumulated from one year to the next, i.e. the period for determining vacations for the period beginning June 1, of any year, would be; hours of service as of May 31, of that same year, and vacation pay would be based upon gross earnings from the period of June 1, of the previous year to May 31, of the current year.

17.02 a) Employees will be requested to record their vacation schedule preference on a sheet to be posted from March 1st to April 1st of each year, which shall cover the period to May 31st of the coming year. An approved vacation schedule will be posted by April 30th. Employees who fail to schedule their vacation during the posting period will be considered for vacation periods not previously committed on a first come, first served basis, employees shall be notified in writing of the approval or denial of such vacation request within ten (10) days.

b) Employees with three weeks vacation or more may use up to one week of vacation in one (1) day increments, and those employees receiving five (5) weeks or more vacation may use up to two (2) weeks vacation in one (1) day increments in accordance with predefined contract language regarding holidays and vacations. It is understood that requests for individual vacation days shall not be considered until after the posting of the master vacation schedule. Requests for individual days in July, August and the first two weeks of September shall only be granted and approved by a Supervisor, provided that this does not adversely affect the operations of the Home.

It is understood for the purpose of this article that one week shall be defined as the number of days for which an employee is regularly scheduled on an average weekly basis over the preceding 12 weeks.

Such requests must be submitted at least two (2) weeks prior to the posting of the work schedule during which the time off is requested.

17.03 The Employer shall determine the times when vacation may be taken and will give preference to the more senior employees who have requested specific time periods in compliance with Article 17.02 above. The Employer shall endeavour to schedule vacations to commence immediately following an employee's regularly scheduled days off. Vacation requests for the period between December 20th to January 2nd shall not be approved.

17.04 Vacation pay shall be paid in regular pay cycle(s) during the scheduled vacation.

17.05 Employees shall be granted vacations with pay according to the following schedule, and will not be unreasonably denied:

According to the *Employment Standards Act* (E.S.A.) an employee having completed one (1) year of service will take two (2) weeks vacation.

Service as of May 31st	Vacation
a) Under one (1) year	4% of gross earnings for the period worked; FULL-TIME – time off at the rate of one (1) day per month, to a maximum of ten (10) days. PART-TIME – time off at the rate of one (1) day per 150 hours worked to a maximum of ten (10) days.
b) FULL-TIME One (1) year, but less than three (3) years. PART-TIME – one (1) year but less than 4,500 hours	Two (2) Weeks.
c) FULL-TIME - Three (3) years, but less than eight (8) years. PART-TIME – 4,500 hours but less than 12,000 hours.	Three (3) Weeks.
d) FULL-TIME - Eight (8) years, but less than fifteen (15) years. PART-TIME – 12,000 hours but less than 22,500 hours.	Four (4) Weeks.
e) FULL-TIME – More than fifteen (15) but less than twenty (20) years. PART-TIME – More than 22,500 but less than 30,000 hours.	Five (5) Weeks.
f) FULL-TIME – More than twenty (20) years but less than 28 years. PART-TIME – 30,000 hours but less than 42,000 hours.	Six (6) Weeks.
g) FULL-TIME – More then twenty-eight (28) years PART-TIME – 42,000 hour or more	Seven (7) Weeks.

Vacation pay shall be based upon two percent (2%) of gross earnings for each week of vacation during the twelve (12) months immediately preceding May 31st in each year for each week of entitled vacation.

17.06 All employees will commit to their entire vacation entitlement in accordance with this Article. Once a vacation period has been committed to in accordance with this Article, employees shall be scheduled off for that period and it shall not be changed unless mutually agreed to between the Employer and the employee. Employees shall not be available for call-ins during their time off on vacation.

17.07 A week of vacation is defined as seven (7) calendar days off.

17.08 When an employee's scheduled vacation is interrupted due to a serious illness requiring the employee to be an in-patient in a hospital, the period of such hospitalization shall be considered sick leave.

The requirement for hospitalization in the above paragraph is waived when an employee's scheduled vacation is interrupted due to an illness which commenced prior to and continues into the scheduled vacation period and the period of such illness shall be considered sick leave.

The portion of the employee's vacation which is deemed to be sick leave under the above provision will not be counted against the employee's vacation credits.

17.09 The Union acknowledges the Employer has a written policy in respect to the number of employees able to be off on vacation during any one (1) week, in each department.

17.10 A maximum of three (3) consecutive weeks of vacation can be taken during the period June 1st through Labour Day.

17.11 In order to facilitate vacation scheduling, it is understood that the Employer may schedule casual employees to provide relief coverage for regular full-time and part-time employees who are off on vacation. Such coverage will be achieved through the agreed upon Needs List Letter of Understanding.

ARTICLE 18 - PAID HOLIDAYS

18.01 The Employer shall endeavour to schedule full-time employees off weekends and statutory holidays.

The following days are recognized holidays with pay under this Agreement for all employees who have completed their probationary period: New Year's Day, family Day, Good Friday, Victoria Day, Canada Day, Civic Holiday, Labour Day, Thanksgiving Day, Remembrance Day, Christmas Day, Boxing Day, one (1) Float Day.

For all full-time staff the Float days may be taken at a time mutually agreeable to the Home and the employee concerned. It is understood that employees will not take a Float Day between December 15 and January 2.

18.02 If another Federal, Provincial or Municipal Holiday should be proclaimed during the term of this Agreement, such additional proclaimed holiday will replace one of the paid holidays specified above which is not yet a statutory holiday and which has not yet been observed in the year in question. The intent is that there will be no more than the number of paid holidays per calendar year set out in this Agreement for the duration of this Agreement.

18.03 In order to qualify for holiday pay a full-time employee must work her/his full scheduled shift preceding and immediately following the holiday concerned unless excused from doing so by the Employer. She/he must be at work at least ten (10) days during the four (4) weeks immediately preceding a public holiday.

18.04 Employees eligible for holiday pay shall be credited with pay computed at straight time for the holidays referred to above.

18.05 An employee who qualifies for holiday pay and who works on the holiday will receive pay at the rate of time and one-half (1 1/2) the employee's regular rate for the work performed on such holiday in addition to the employee's holiday pay.

18.06 An employee who is not eligible or who is not qualified and who is required to work on any of the named holidays will receive pay at the rate of time and one-half (1 1/2) the employees regular rate of pay for each hour worked.

18.07 If one of the above named holidays occurs on a employee's regular day off or during her vacation period, the employee shall receive an additional day off in lieu thereof within thirty (30) days either side of the holiday unless otherwise arranged between the employee and the supervisor, or a day's pay if the day is not arranged within the above thirty (30) day period.

18.08 Paid Holidays – Part-Time

Part-time employees who work on one of the above named holidays shall be paid at the rate of time and one-half (1 ½) the employee's regular hourly rate.

ARTICLE 19 - SICK LEAVE - FULL-TIME

19.01 In addition to the weekly indemnity plan referred to herein, employees will be entitled to a sick leave plan based on the following:

a) Sick Leave shall be for the sole purpose of protecting employees in the event of illness or injury.

b) On completion of her/his probationary period, an employee shall be granted one (1) day of sick leave credits for every full month then remaining in the calendar year.

c) On January 1 of each year, each senior employee then employed shall be credited with twelve (12) days of sick leave credits.

d) An employee shall be entitled to have those days absent due to sickness from her/his scheduled shift paid for at her/his normal rate for the hours she/he misses, so long as she/he has sick leave credits. The amount of sick leave credits shall be reduced by one (1) for each day for which the employee claims such payment.

e) In February of each year, each employee shall receive a fifty percent (50%) pay-out of those sick leave credits unused during the previous year at her/his then existing rate of pay.

f) In the event an employee claims such sick pay for a single illness in excess of three (3) days she/he would have worked, the Employer may request a doctor's certificate confirming her/his reason for absence in order to be eligible for subsequent sick

leave benefits. Such medical certificate may also be required in the event the Employer has reason to question the validity of any absence.

g) Medical Certificates

An employee may be required to obtain a doctor's note prior to returning from illness or injury. Doctor's notes required by the Home and not covered by W.S.I.B. shall be paid for in accordance with current legislation. All annual medicals, if required by legislation and not covered by O.H.I.P. shall be paid for by the requesting party.

19.02 Full time employees shall be entitled to use to a maximum of two (2) accumulated sick leave days per calendar year to care for a member of the family who is ill.

19.03 Self-Isolation Leave

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.

The employer agrees to start posting paper copies of the 6 week schedules in accordance with 15.03 c of the collective agreement, with an electronic copy provided to the Union.

ARTICLE 20 - LEAVE OF ABSENCE

20.01 Union Leave

a) Upon written request of the Union employees shall be entitled to an unpaid leave of absence for the purpose of attending Union events or conducting Union business, such leave being subject to the Employer being able to adequately staff the Home without violating scheduling requirements or causing an employee to work overtime.

Employees shall continue to accrue seniority while on an approved union leave. Employees shall suffer for no loss of wages or benefits or other entitlements under this agreement while on such leave. The Union shall reimburse the Employer for the total costs of such wages and benefits.

The Union will make every effort to provide no less than three (3) weeks notice of such leave, but it is understood that from time to time events of an urgent nature may be scheduled on short notice.

b) An employee promoted to a position with the National Union shall be granted an unpaid leave of absence for one (1) year during which time seniority shall accrue. Such leave may be renewed annually upon the request of the employee.

The Employer, shall, upon request and to a maximum of one (1) year, continue benefits for the employee on leave and shall forward to the Union an invoice for the total cost of premiums paid.

20.02 Parental / Pregnancy Leave

a) Parental/pregnancy leave will be granted in accordance with the provisions of the *Employment Standards Act* (ESA) as amended from time to time and as follows:

1) The service requirement for eligibility for parental/pregnancy leave shall be thirteen (13) weeks.

2) The employee shall give written notification of at least (2) weeks in advance of the date of commencement of such leave and the expected date of return. This notice shall be waived in the event of pregnancy complications, premature birth or the sudden coming into care of an adopted child.

3) An employee shall be granted eighteen (18) weeks of unpaid parental leave for each parent who has worked for the same Employer for thirteen (13) weeks. Natural mothers may take parental leave at the end of the pregnancy leave.

All other parents may take this leave within thirty-five (35) weeks of the child being born or coming into care.

4) An employee shall be allowed to commence pregnancy leave at any time up to seventeen (17) weeks before the expected date of delivery.

5) An employee shall continue to accumulate seniority rights during the entire pregnancy/parental leave. While a full-time employee is on pregnancy/parental leave the Employer shall continue to make Employer contributions to life insurance, accidental death, EHC and dental plans unless the employee has advised the Employer, in writing, that she/he do not wish to continue to make the employee contributions (if any) to such plans.

6) Parents shall be defined to include adoptive parents and a person in a relationship of some permanence with the natural or adoptive mother or father of the child who intends to treat the child as his or her own.

7) Employees newly hired to replace employees who are on parental/pregnancy leaves may be released and such release shall not be the subject of a grievance or arbitration. If retained by the Home in permanent position, the employee shall be credited with seniority from the date of hire subject to successfully completing her/his probationary period. The Home will outline to employees hired to fill such temporary vacancies the circumstances giving rise to the vacancy and the special conditions relating to such employment.

8) Upon return to work, an employee shall be reinstated to her/his former position, at the start of the work schedule, provided the position still exists. If not to a comparable position at the same rate of pay when the leave commenced or, if it is higher, the rate the employee would have been earning had she/he worked through the leave.

9) An employee shall give at least two (2) weeks notice of her/his intention to return to work, however her/his leave shall not end before the expiration of six (6) weeks unless other arrangements are made with the Employer.

10) The Home may require on medical grounds, that the leave of absence must begin on a date earlier than that requested by the employee, if at such time the duties of her position cannot be reasonably performed by a pregnant woman, or the performance of the employee's work is materially affected by the pregnancy, and the employee must, if requested by the Home, furnish

medical proof of her fitness to resume her employment following her leave of absence.

11) A pregnancy top-up to provide for seventy-five percent of Employment Insurance.

12) An employee who has completed ten (10) months of continuous service prior to the expected date of birth shall be paid a Supplemental Employment Insurance Benefit if she otherwise qualifies for and is in receipt of Employment Insurance Benefits.

The amount of the benefit will be equal to the difference between seventy-five percent (75%) of her regular weekly earnings and her Employment Insurance Benefits. For clarity: in any week the total amount of Supplemental Benefits from the Employer and Employment Insurance shall not exceed seventy-five percent (75%) of the employees regular weekly earnings.

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 to a maximum of seventeen (17) weeks.

An 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 the employee's insurable earnings as defined by the Employment Insurance system.

The Supplemental Benefits shall not take into account EI insurable earnings or benefits resulting from employment elsewhere.

20.03 Bereavement Leave

a) Upon the death of an employee's parent, spouse, spouse to include same sex partner, child or stepchild, an employee shall be granted leave of five (5) continuous calendar days, excluding weekends, without loss of pay. One of the days of leave shall include the day of the funeral or equivalent service. Additional days off with or without pay may be granted by the Employer. Part-time employees will be credited with seniority and service for all such leave. One of those days may be left to another day in the future in order to accommodate a future interment or memorial service.

b) When a death occurs in the immediate family of an employee, the employee shall be granted leave up to a maximum of three (3) consecutive days without loss of pay around the date of the funeral or equivalent service provided that the employee must be regularly scheduled to work such days to receive pay.

c) Immediate family shall be defined as current father-in-law, mother-in-law, brother, sister, brother-in-law, sister-in-law, daughter-in-law, son-in-law, legal guardian, grandmother, grandfather and grandchildren.

d) An employee shall be granted one (1) day bereavement without loss of pay to attend the funeral or if there is no funeral, an equivalent service for his or her aunt or uncle, niece or nephew, grandmother in-law and grandfather in-law. Where there is a funeral but the employee cannot attend by reason of religion or other protected grounds under the Ontario Human Rights Code, the employee shall be granted one (1) day bereavement leave without loss of pay to attend an equivalent service within a week following the funeral of his or her aunt or uncle, niece or nephew.

e) An employee will not be eligible to receive payment for any period in which she is receiving any other payments. For example, holiday pay, vacation pay or sick pay. It is understood that from the paid days above that one (1) day may be reserved to attend a memorial service that occurs within fourteen (14) months of the death.

20.04 Jury Duty

When an employee is required to serve on a jury, she/he shall be relieved of her/his duties for such time as it may require, and she/he shall be paid the difference between her/his fee as a juror and her/his earnings for the time lost. It is the employee's responsibility to come to work on any day that would otherwise be a scheduled working day that she/he is not actually required for jury duty, or to be present in court. The employee shall make a claim for jury duty pay, in writing, to her/his supervisor and she/he shall present proof of service and the amount of payment received.

It is understood that pay shall be only for scheduled shifts missed.

20.05 Education Leave

An employee shall be entitled to leave of absence without pay and without loss of seniority and benefits to write examination to upgrade her/his employment qualification providing the Employer is able to adequately staff the Home without violating scheduling requirement or causing an employee to work overtime.

The Employer agrees to post any course data or seminar notifications which may be of interest to the employees for the purpose of upgrading their skill levels relevant to their job classification. Any employee may make application for any course that is posted through the Employer if a leave of absence is required. If more than one (1) qualified employee applies for such leave seniority shall prevail. It is understood that there will be no loss of seniority to any employee on leave of absence for this purpose.

20.06 General Leave

The Employer may grant leave of absence without pay to any employee for legitimate personal reasons, excluding other employment. The employee, to be considered for such leave of absence, must make her/his request known to the Home, in writing, as soon as possible as the need for such leave becomes known to the employee and shall specify the length of time needed for such leave. Such consent shall not be unreasonably withheld, having regard for the reason for the requested leave and the staffing requirements of the Home. If the leave is granted, the response shall be in writing and shall confirm the duration of the leave.

Leave of absence requests for the period between December 15 and January 2 will not be considered or approved by the Home, except in cases of genuine emergency.

ARTICLE 21 - EMPLOYEE BENEFITS

21.01 a) The following benefits for full-time employees will be effective on the beginning of the month following completion of their probationary period.

1) The Employer shall pay 100% of the premium cost for a $ 10/$20 deductible per calendar year supplementary health insurance plan which includes drugs the employer shall supply a Drug Card. The drug plan requires generic

substitution for drug coverage by the plan unless otherwise prescribed by the employee's physician.

2) SPECIALIZED HOSPITAL BENEFIT: 100% semi-private room exceeding ward rate per day.

If you or your eligible dependant require confinement in an Approved Hospital for treatment of alcoholism or other substance or drug abuse as an in-patient then the daily charges exceeding the hospital's daily ward rate, to the maximum of the semi-private rate, are eligible.

An Approved Hospital is:

- any private institution legally constituted as a Hospital in Ontario which is licensed by law and approved by the Province.
- having its services and ward rates insured by the Province's Government Health Insurance Plan.

LIMITATIONS AND EXCLUSIONS:

- any costs incurred for rental of a telephone or television, or other costs for conveniences in connection with a hospital stay, are not eligible expenses.

3) The Employer shall pay 100% of the premium cost for a $ 35,000. term life insurance policy.

4) The Employer shall pay 100% of the premium cost for a basic and restorative dental plan based on the current O.D.A. schedule as amended from time to time.

5) The Employer shall pay 100% of the billed rate of a weekly indemnity plan which will be integrated with the E. I. standards and will provide a weekly benefit of two-thirds (2/3) earnings to a maximum of E. I. with a maximum benefit period of seventeen (17) weeks payable on the first (1st) day of accident and on the eighth (8th) day of sickness. The specific entitlement referred to above is subject to the details contained in the plan.

This approved benefit is accepted by the Union in satisfaction of any employee's share of the unemployment insurance premium rebates which will then become payable to the Company.

6) The Employer shall provide a Vision Care rider of three hundred and seventy-five dollars ($375.00) dollars every twenty-four (24) months, including one (1) eye exam every 24 months. Effective October 1, 2025 increase to four hundred ($400.00) dollars.

7) Paramedical: services of a licensed Chiropractor, Osteopath, Podiatrist, Chiropodist and Physiotherapist to a maximum of $350.00 per person per benefit year, per specialty. Effective October 1, 2025 increase to $400.00. Massage Therapy to a maximum of $400.00 per covered person, per year.

8) EAP

b) Notwithstanding any other provisions of the Collective Agreement, or unless Federal and/or Provincial legislation is more favourable the Employer is not obliged to make any premium payments in respect of any employee who is on lay-off or leave of absence (including union leave) in excess of the first full month following the month

in which the leave commenced. Employees whose leave continues beyond the coverage therein provided shall be permitted to continue coverage at their own expense for a period of up to twelve (12) months provided the premiums are paid to the Executive Director on a monthly basis. If timely payment is not made, coverage will cease until the employee is eligible to be covered after she/he returns to work.

c) The current benefits provided in the Sun Life Financial booklet (contract number 101742 and 150842) effective July 11, 2018, issued on October 26, 2018 shall not be reduced or changed without consent of the Union.

21.02 a) A part-time employee, not including students, shall receive in lieu of all fringe benefits (being those benefits to an employee paid in whole or in part as direct compensation or otherwise, save and except salary, vacation pay, reporting pay, jury and witness duty and bereavement pay) an amount of twelve percent (12%) of all straight time hours worked at the straight time hourly rate. It is understood and agreed that the twelve percent (12%) add on payment in-lieu-of benefits will not be included for the purpose of computing any premium or overtime payments.

b) During the first three (3) calendar months of employment an employee shall not receive any premium in -lieu-of benefits.

21.03 Pension Plan

Each eligible employee, except students, covered by this Collective Agreement shall contribute from each pay cheque an amount equal to four percent (4%) of applicable wages to the Plan. The Employer shall match such contributions, with an amount equal to four percent (4%) of applicable wages.

The definition of applicable wages for the purpose of determining contributions to the Plan shall be the basic straight time wages for all hours worked, including straight time holiday and vacation pay. All other payments of any nature are hereby excluded.

Eligible employees shall mean all full-time and part-time employees in the bargaining unit, who have completed 975 hours of employment.

The Employer agrees to be bound by the terms of the agreement and the Declaration of Trust of the Plan dated February 13, 1990 and the terms of the Pension Plan adopted by the Trustees, as may be amended from time to time.

Notwithstanding the above paragraph, 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 toward the costs of benefits provided by the Plan, the administrative costs of the Plan or be responsible for providing any such benefits.

ARTICLE 22 - HEALTH AND SAFETY COMMITTEE

22.01 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 or illness.

A joint management and employee Health and Safety Committee shall be constituted with representation of at least half by employees from the bargaining unit, who shall identify potential dangers, recommend means of improving the health and safety programs and obtaining the identification of hazards and standards. The committee shall normally meet

at least once each three (3) months. Scheduled time spent in such meetings is to be considered as time worked. Minutes shall be taken of all meetings and copies shall be distributed to the Employer and to the Union.

22.02 Two representatives of the joint Health and Safety Committee, one from management and one from the employees on a rotating basis designated by the employees, shall make quarterly inspections of the work place and equipment and shall report to the Health and Safety Committee the results of their inspection. In the event of accident or injury, such representative who are at work shall be notified immediately and shall investigate and report as soon as possible to the committee and the Employer on the nature and causes of the accident or injury. Furthermore, such representatives who are at work must be notified of the inspection of a government inspector and shall have the right to accompany him on his inspections. Scheduled time spent in all activities shall be considered as time worked.

22.03 The joint health and safety committee and the representatives thereof shall have reasonable access to the annual summary of data from the Worker's Safety Insurance Board relating to the number of work accidents, fatalities, the number of lost workdays, the number of nonfatal cases that required medical aid without lost workdays, the incidence of occupational injuries, and such other data, as the Worker's Safety Insurance Board may decide to disclose.

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

22.05 The Employer is responsible under the Occupational Health and Safety Act to pay for the training of all Certified Members of the Joint Health and Safety Committee. The parties agree that should the Union's Certified Member remain an employee but quit the Committee within twenty-four (24) months of completing the training, the Union shall reimburse the Employer for twenty-five (25) percent of the cost of that Certified Member's training. It is agreed that failing to be re-elected on the part of the Certified Member shall not trigger the operation of this Article.

The Employer will endeavor, based upon availability, scheduling and convenience to have the Union Certified Member trained by the Ontario Workers Health and Safety Center unless the parties agree otherwise.

ARTICLE 23 - GENERAL

23.01 Pay Days

Pay periods will be of two (2) weeks duration, terminating at midnight every second Sunday. Wages, in accordance with Schedule "A" and forming part of this Agreement, shall be paid by direct deposit on the following Thursday.

On each pay day each employee shall be provided a printed, itemized pay stub showing normal wages, overtime, premiums, vacation accrual and in lieu.

Any Employer errors, resulting in an amount in excess of 7.5 hours pay at the employee's regular straight time hourly rate will be paid within 2 business days by electronic transfer. All other errors will be corrected on the next pay.

23.02 Full-Time Uniform Allowance

Effective the first full month following ratification, a uniform allowance of eleven dollars ($11.00) will be paid for each month worked for full time employees. Effective April 1, 2025 increase to twelve ($12.00) dollars. The uniform allowance will be added to the regular pay cheque and paid on the first pay of each month.

23.03 The Employer agrees to provide a bulletin board for the Union to use for the purposes of posting information concerning Union business. It is further agreed that copies of such notices be given to the Employer prior to posting for the purpose of information only.

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

23.05 The Union and the Employer desire every employee to be familiar with the provisions of this Agreement and her/his rights and duties under it. For this reason the Union shall arrange for the printing of sufficient copies of the Agreement with the cost of such printing to be borne equally by the Employer and the Union.

23.06 It is the duty of each employee to notify the Employer, the Union and their Pension Plan promptly of any change in address. Notice required by the Employer shall be deemed to be given, if forwarded to the employee at the last address of which the Employer had notice.

23.07 Employees' work performance may, from time to time, be evaluated by the employee's supervisor or her/his designate. An employee will be given an opportunity to review the written evaluation and to correct any factual error(s).

If an employee requests additional time to review the evaluation, a subsequent evaluation meeting will be scheduled. Prior to the evaluation document being filed, an employee may add her/his comments to the document. The employee is to sign the evaluation document not for the purpose of indicating agreement, but for the purpose of indicating that she/he has read and understood the contents. Evaluation meetings shall normally take place during the employees working hours.

23.08 The Home will endeavour to schedule in-service meetings at times other than lunch and coffee breaks. In the event an employee chooses not to attend a voluntary in-service meeting, such absence shall not be the basis for discipline.

In the event the employee is required to attend an in-service meeting, the employee shall be compensated at her regular rate of pay.

23.09 a) All Registered Practical Nurses and Registered Nurses will provide proof of renewal of their Provincial License by the end of February of each year. The Home will not be obligated to schedule past mid-March, any R.P.N. / R.N. who has not provided proof of License renewal.

b) For each one (1) year (1750 hours) of recent and related experience, prior to employment with Caressant Care McLaughlin, a Registered Nurse or Registered Practical Nurse (RPN) shall advance one (1) step to the maximum on the wage grid (Schedule “A”). It is necessary, in all cases for the employee to provide proof of

recent and related experience in writing on letterhead. The change in rate of pay will go into effect the first full pay period after proof is provided.

23.10 Influenza Vaccine

The parties agree that influenza vaccinations may be beneficial for residents and employees. Upon a recommendation pertaining to a facility or a specifically designated area(s) thereof from the Medical Officer of Health or in compliance with applicable provincial legislation, the following rules will apply:

a) Employers recognize that employees have the right to refuse any required vaccination.

b) If an employee refuses to take the vaccine required under this provision, she or he will be reassigned during the outbreak period, unless reassignment is not possible, in which case he or she will be placed on unpaid leave. If an employee is placed on unpaid leave, she or he can use banked lieu time or vacation credits in order to keep her or his pay whole.

c) If an employee gets sick as a result of the vaccination, and applies for WSIB, the Employer will not oppose the claim and the Employer will make reasonable efforts to address staffing levels.

d) If the full cost of such medication is not covered by some other source, the Employer will pay the full or incremental cost for the vaccine and will endeavour to offer vaccinations during an employee's working hours. In addition, employees will be provided with information, including risks and side effects, regarding the vaccine.

e) This clause shall be interpreted in a manner consistent with the *Ontario Human Rights Code*.

23.11 The Employer shall provide the Certified Worker Member with copies of all completed WSIB Form 7's.

23.12 Unless otherwise specified, all Committees of the Parties created by or referenced by this Agreement shall produce and distribute minutes of their meetings within ten (10) working days of each meeting at which minutes were taken.

23.13 If required by the Employer, an employee shall be entitled to a leave of absence with pay to upgrade their employment skills.

23.14 Any employee who is unable to perform her regular duties because of illness or injury and is deemed suitable for modified work by a recognized health care professional, will be eligible for Modified Work.

The Employer will provide an appropriate and responsive return to work program for any employee, who due to illness or injury, is temporarily or permanently unable to perform her regular duties, pursuant to applicable legislation.

A structured Individual Accommodation Plan will be established by the employer with consultation and agreement by the Union and the Employee. At the accommodation meeting the Union and employee will be provided a copy of the physical demands analysis and any other relevant documents to ensure an appropriate plan.

Accommodation: accommodations are to be considered any workplace modification that includes but is not limited to changes to:

- the work area;
- workers' job tasks;
- equipment used to perform regular duties;
- schedules; and
- work location.

ARTICLE 24 - TERM OF AGREEMENT

24.01 Duration

a) This Agreement shall continue in effect until March 31, 2026 and shall continue automatically thereafter during annual periods of one year each, unless either party notifies the other in writing within ninety (90) days prior to the expiration date that it desires to amend or terminate this Agreement.

b) In the event of such notification being given as to the amendment of the Agreement, negotiations between the parties shall begin within fifteen (15) days following such notification.

If, pursuant to such negotiations, an agreement on the renewal or amendment of this Agreement is not reached prior to the current expiration date, this Agreement shall be automatically extended until consummation of a new agreement or completion of the proceedings prescribed under the Labour Relations Act of the Province of Ontario and the Hospital Labour Disputes Arbitration Act, as amended, whichever should first occur.

24.02 Retroactivity

Retroactivity will be paid for all hours paid by the Employer to all employees on the payroll as of April 1, 2011 and to all new employees hired since that date on the basis of the rates indicated in Schedule "A". Retroactivity shall be paid by separate cheque within sixty (60) days of the date of Award.

If an employee shall have terminated her employment since April 1, 2011 and the employee completed her probationary period and is entitled to a minimum of twenty-five dollars ($25.00), the Employer shall advise the former employee in writing, by Registered Mail, to the last known address on the records of the Employer and the employee shall have thirty (30) days from the posting in which to claim any payment due to her, by Registered Mail, and failing claim for payment, the Employer shall not be obligated for the payment to such employee.

All other provisions of this Collective Agreement shall become effective as of the date of the Award unless otherwise specified in this Collective Agreement.

Signed this 11th **day of** July **, 2025.**

FOR THE EMPLOYER	FOR THE UNION
Wanda Sanguinesi	Clee Clee (Jul 7, 2025 17:02 EDT)
	Valerie Dudman (Jul 8, 2025 06:15 EDT)
	Dianne H. Smith Dianne H. Smith (Jul 9, 2025 15:26 CDT)
	Grant Darling (Jul 14, 2025 11:18 EDT)

KG/COPE491

SCHEDULE A

McLaughlin Nursing Home - Grid Change applied PPE 03/09/25

Class	Increments	Apr 1/22	Apr 1/23	Apr 1/24	Oct 1/24	Mar 1/25 RPN	Apr 1/25	Oct 1/25 RPN
			3.50%	3.50%	1.00%	Only	3.50%	Only
Housekeeping, Dietary, Activity & Laundry Aides & Nurse Clerk/Ward Clk	Start	20.08	20.78	21.51	21.72		22.48	
	1750 Hours	20.95	21.68	22.44	22.66		23.46	
	3500 Hours	21.83	22.59	23.38	23.62		24.45	
Nurse Aides, Cook Assistants	Start	20.95	21.68	22.44	22.66		23.46	
	1750 Hours	21.83	22.59	23.38	23.62		24.45	
	3500 Hours	22.75	23.55	24.38	24.62		25.48	
HCA / PSW *	Start	21.28	22.13	23.01	23.27		24.19	
	1750 Hours	22.11	22.99	23.90	24.17		25.12	
	3500 Hours	24.17	25.12	26.11	26.40		27.43	
Cook	Start	21.83	22.59	23.38	23.62		24.45	
	1750 Hours	22.75	23.55	24.38	24.62		25.48	
	3500 Hours	23.58	24.41	25.26	25.52		26.41	
Rehab	Start	22.24	23.02	23.82	24.06		24.90	
	1750 Hours	22.69	23.49	24.31	24.55		25.41	
	3500 Hours	23.07	23.88	24.71	24.96		25.83	
RPN/RAI	Start	27.87	28.84	29.85	30.15	32.15	33.28	35.28
	1750 Hours	28.31	29.30	30.32	30.63	32.63	33.77	35.77
	3500 Hours	29.13	30.15	31.20	31.51	33.51	34.69	36.69
Student Under 18 Depts 302 , 504 , 602 & 702		16.39	17.07	17.77	17.98		18.71	
STUDENTS Over 18		17.39	18.10	18.84	19.06		19.83	

Continued…

		2023-07-01	**2024-07-01**	2025-07-01
RN's	Start	32.22	**35.01**	36.06
	1 Year	33.61	**36.52**	37.62
	2 Years	34.71	**37.72**	38.85
	3 Years	36.56	**39.73**	40.92
	4 Years	38.04	**41.33**	42.57
	5 Years	39.86	**43.31**	44.61
	6 Years	41.61	**45.22**	46.58
	7 Years	45.15	**49.06**	50.53
	8 Years	48.78	**53.00**	54.59

*** NOTE: PSW's: Hourly rates include $3.00 PWE for % increase purposes**

01-Apr-25 170 - Uniform increase to $12/month

31-May-25 Noted: 7 Wks Vacation after 28 years FT / 42000 hours PT

PT EE - Stat Holiday, NOT worked, is included in % of in lieu.

EE's (Quit) returning within 1 year keep seniority hours

LETTER OF UNDERSTANDING

Between

CARESSANT CARE NURSING AND RETIREMENT HOMES LIMITED

Operating under the style and cause of
Caressant Care on McLaughlin Road, Lindsay, Ontario

And

CANADIAN UNION OF PUBLIC EMPLOYEES AND IT'S LOCAL 4422-03

(FULL-TIME/PART-TIME BARGAINING UNIT)

1. This protocol applies to employees in the following classifications: PSWs, RN, RPN, Dietary, Environment Services (Housekeeping, Laundry) and Activities. Students, Ward Clerks, RAI Coordinators, Restorative, BSO, LHIN Nurse, employees hired under the New Grad Initiative, and any staff retained under MOH temporary funding initiatives are specifically excluded.

2. Management will create a master schedule showing all available lines based on the staffing needs of the Home, such schedule shall be provided to the Union two weeks in advance of the line selection date.

3. Employees will select a line within their classification in order of seniority based on bargaining unit seniority that is current as of [date].

4. Employees will have an opportunity to view the seniority list and the master schedule two weeks prior to the selection date. This will include a letter being mailed to all employees on leave (maternity, medical, education, W.S.I.B.).

5. Line selection will take place at a date, time and location to be determined.

6. A designated member of management and of the union will attend at the line selection to answer questions and ensure that the process runs smoothly.

7. Each employee will have 5 minutes to select their preferred line.

8. Employees must attend or be available by phone at the appointed date and time or the process will move forward without them. Should they be unable to attend or be available by phone, they may provide a proxy list of their preferred lines to designated representatives of the union and management.

9. Full time employees will select full-time lines first and then part-time employees will select part time lines. Should a full-time choose to revert to a part-time job, they do so using their seniority only in relation to the part-time selection process.

10. The Employer reserves the right to alter the lines based on funding, staffing levels or other operational reasons.

11. Reposting of lines will occur if the needs of the Home change. If the changes are minimal or of short duration the parties may meet to discuss how the change may be facilitated without a reposting. Where a reposting occurs the above procedure will be followed.

12. Adjustments in seniority after the line selection process is complete will not trigger a reposting of lines.

13. Vacation coverage for part-time employees will be through the needs list.

14. No alteration to lines will be made over statutory holidays and statutory holiday weekends with the exception of Christmas and New Year's scheduling which will proceed per the collective agreement.

15. Switches not exceeding the duration of a posted schedule (6 weeks) will not be unreasonably denied. Employees who accept an exchanged shift will be responsible for working that shift.

16. Shifts that become available due to absences will be filled per the collective agreement.

17. Lines that become vacant temporarily or permanently will be posted per the collective agreement.

Signed this 11th **day of** July**, 2025.**

FOR THE EMPLOYER	**FOR THE UNION**
Wanda Sanginesi	Clee Clee (Jul 7, 2025 17:02 EDT)
	Valerie Dudman (Jul 8, 2025 06:15 EDT)
	Dianne H. Smith Dianne H. Smith (Jul 9, 2025 15:26 CDT)
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LETTER OF UNDERSTANDING

Between

CARESSANT CARE NURSING AND RETIREMENT HOMES LIMITED

Operating under the style and cause of
Caressant Care on McLaughlin Road, Lindsay, Ontario

And

CANADIAN UNION OF PUBLIC EMPLOYEES AND IT'S LOCAL 4422-03

(FULL-TIME/PART-TIME BARGAINING UNIT)

RE: EXTENDED HOURS – 12 HOURS SHIFTS

a) The normal daily extended tour shall be eleven point two five (11.25) hours in any twenty-four (24) hour period, exclusive of a total of forty-five (45) minutes of unpaid meal time.

b) Payment for bereavement leave, jury and witness duty, fill-time sick pay and full-time paid holidays is based upon eleven point two five (11.25) hours.

c) Shift, weekend and in-charge premiums as per Article 16.07 and 16.11 will be paid for the same hours applied to seven and one-half (7 ½) hour shifts. The intention being that the amount of the shift, weekend and/or in-charge premium will not change because of the move to extended shifts.

d) Overtime premium as set out in Article 16.01 shall be for all hours in excess of eleven point two five (11.25) on a scheduled extended tour or seventy-eight point seven five (78.75) hours bi-weekly.

e) Shift exchanges will be in accordance with Article 15.03 (d).

f) Two (2) weeks notice will be given when staffing levels allow for the return to a schedule of eight (8) hours per shift.

Signed this 11th **day of** July **, 2025.**

FOR THE EMPLOYER	**FOR THE UNION**
Wanda Sangunesi	Clee (Jul 7, 2025 17:02 EDT)
	Valerie Dudman (Jul 8, 2025 06:15 EDT)
	Dianne H. Smith (Jul 9, 2025 15:26 CDT)
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LETTER OF UNDERSTANDING

Between

CARESSANT CARE NURSING AND RETIREMENT HOMES LIMITED

Operating under the style and cause of
Caressant Care on McLaughlin Road, Lindsay, Ontario

And

CANADIAN UNION OF PUBLIC EMPLOYEES AND IT'S LOCAL 4422-03

(FULL-TIME/PART-TIME BARGAINING UNIT)

RE: SIGN UP FOR NEEDS LIST PROTOCOL

Whereas the 'sign up for needs list' is intended to divide shifts for needs as equitable as per the collective agreement, and;

Whereas "Needs" refers to shifts that need to be filled due to the absence of an employee who has consistent line, and;

Whereas the intention of the sign up for needs is not to replace the call-in procedure (Article 16.09) but is to be used as an aid to distribute shifts that are needed to be replaced due to employees on lines, and;

It is further understood that for employees who do not have consistent lines, shift replacement for vacation, requests or vacancies, will be scheduled as our Collective Agreement.

The Parties agree to the following:

1. The needs list is used to cover absences during a schedule cycle that are know to the home before the schedule is posted.
2. The shifts will be divided as equitably as possible.
3. The needs list will be posted fourteen (14) days before the posting of the work schedule. With the date listed that it will be pulled down, and the date that the completed schedule will be posted.
4. All employees who want any of the shifts shown on the needs list will indicate this by writing their names beside the shifts.
5. Shifts will be assigned through a seniority-based rotation, among those employees who have signed the needs list, starting with the most senior employee and continuing in seniority order until all shifts are assigned.
6. Anyone who would be in an overtime situation or if the shift assignment will result in a violation of the collective agreement, will not be awarded shifts.
7. The finished schedule will be posted for all to view and members will be contacted regarding their shifts awarded.

Signed this 11th **day of** July **, 2025.**

FOR THE EMPLOYER

Wanda Sanginesi

FOR THE UNION

Clee
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