# COLLECTIVE AGREEMENT

**between**

**THE CORPORATION OF**
**THE CITY OF KAWARTHA LAKES**
**(VICTORIA MANOR)**

**(hereinafter called "The Employer")**

**and**

**CANADIAN UNION OF PUBLIC EMPLOYEES**
**AND ITS' LOCAL 1167**

**(hereinafter called "The Union")**

**EXPIRES – MARCH 31, 2029**

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## ARTICLE 1 - PURPOSE

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

a) maintain and improve the relationship between them and to settle the conditions of employment on behalf of the Employer's employees;

b) recognize the mutual value of joint discussions and negotiations in all matters pertaining to working conditions, employment, services, etc.;

c) encourage efficiency in the Employer's operation; and

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

## ARTICLE 2 - RECOGNITION AND SCOPE

2.01 The Employer recognizes the Union as the sole collective bargaining agent for all its employees at Victoria Manor Long Term Care Facility in Lindsay, save and except Registered Nurses, Office Staff, Life Enrichment Supervisor, Assistant Dietary Manager, Assistant Director of Care, Director of Care, Managers and the Administrator and persons above the rank of Managers.

2.02 **No Other Agreement:**

The Employer agrees not to make any agreement with any employee which conflicts with this Collective Agreement.

## ARTICLE 3 - MANAGEMENT RIGHTS

3.01 The Union agrees that it is the exclusive function of the Employer to:

a) maintain order, discipline and efficiency and to establish, revise from time to time and enforce reasonable rules and regulations to be observed by the employees (such rules to be posted by the Employer and a copy to be sent to the Union);

b) hire, discharge, direct, transfer, classify, promote, demote or discipline its employees;

c) determine the nature and kind of business conducted by the Employer, the services to be offered, the kinds and locations of equipment and materials

to be used, the methods and techniques of work, and determine all other functions and prerogatives here before invested in and exercised by the Employer which shall remain solely with the Employer;

d) introduce new and improved facilities and methods to improve the efficiency of its Long Term Care Facility.

3.02 The Employer agrees that these functions shall be exercised in a manner consistent with the general purpose and intent of this Collective Agreement and that a claim by the Union of unjust discrimination, discharge or discipline may be the subject of a grievance under this Collective Agreement.

## ARTICLE 4 – EMPLOYEE CATEGORIES

4.01 For the purpose of this Collective Agreement the following definitions shall apply:

a) **Full-Time Employee:**

An employee who has successfully completed their probationary period and is regularly scheduled to work thirty-seven and one-half (37½) hours per week.

b) **Part-Time Employee:**

For the purpose of this collective agreement there are two (2) categories of part-time employees: Part-time A and Part-time B. The respective categories are subject to the terms and conditions as hereinafter provided for in this section.

(i) **Part-Time A**

(1) An employee who has successfully completed their probationary period and is regularly scheduled on the master schedule to work thirty (30) hours or less per week.

(2) Their hours of work are consistently less than the standard work week for the appropriate or comparable full-time classification.

(ii) **Part-Time B**

(1) An employee who has successfully completed their probationary period and is not regularly scheduled and is available on an on-call or as needed basis.

(2) Part-time B employees are covered by all provisions of the collective agreement except Articles 12.02, 12.03, and 12.04.

(3) Part-time B employees can only be offered/scheduled for shifts after the shift(s) has been offered to the Part-time A employees provided that the Part-time A employee can perform the work at straight time rates of pay or the Part-time A employee has maximized their regular hours for the same week.

Part-time B employees shall indicate their availability to work prior to the start of the posted working schedule by completing a written availability form, in accordance with the established submission posting dates published by the Employer. The Employer will assign shifts based on this availability during the creation of the posted working schedule. Where the employee fails to submit a written availability form, it is assumed they are available for all shifts. The Employer can offer further shifts outside of the availability supplied, which the employee can accept or decline, subject to the conditions outlined in this article.

(4) No Part-time A position shall be eliminated and assigned to one (1) or more Part-time B employees.

(5) A Part-time A employee can post into a vacant Part-time B position in accordance with Article 15 hereof. Transfers to the Part-time B category shall be at the Employer's sole discretion.

(6) Part-time B employees who have not accepted four (4) offered call-ins including one (1) weekend in any two (2) consecutive month period, without a reasonable explanation, shall be deemed to have resigned.

c) **Temporary Employee:**

An employee hired to replace an employee who is absent as a result of sickness, accident, approved leave of absence, to fill a temporary workload or program or for such other reason as may be agreed to between the parties in writing.

d) **Student Employee:**

An employee who is enrolled in a secondary or post-secondary program and who works for the Employer during the school summer vacation period, March break or Christmas break, including the summer immediately following the employee's graduation/completion of their educational program.

e) **Probationary Employee:**

An employee who is hired by the Employer and who will become a full-time or part-time employee after having satisfactorily completed their probationary period in accordance with Article 11.04.

4.02 **Weekend Worker:**

Weekend worker positions may exist as full-time and/or part-time positions and may be scheduled to work every weekend; these positions shall not violate the weekend off provisions, Article 12; all other provisions shall apply.

## ARTICLE 5 – TEMPORARY EMPLOYEES

5.01 **Working Conditions for Temporary Employees:**

a) A Temporary Employee May Be Hired:

i) to replace an employee on a leave of absence pursuant to Article 19.05 (Pregnancy/Parental/Adoption Leave), Article 19.06 (Jury Duty and Crown Witness Fees), or Articles 19.01 and 19.03 (Leave of Absence), Article 22.01 A) and B) and absences as a result of an illness or injury compensable under the *Workplace Safety and Insurance Act* (WSIA); for the full term of any such absence; or

ii) for up to twelve (12) months.

**Posting of Temporary Positions:**

i) A temporary position for a term exceeding sixty (60) calendar days shall be posted in accordance with Article 15 of the Collective Agreement.

If the temporary assignment is filled by an existing employee, such employee shall continue to be covered by the same provisions of this Collective Agreement that covered them while in the position held prior to the temporary assignment. At the end of such temporary assignment, the employee shall return to their prior position.

Vacancies created as a result of full-time and part-time employees posting into a temporary position will be posted in accordance to Article 15 - Posting of Vacancies and New Positions.

c) **Rights of Collective Agreement:**

The following Articles of the Collective Agreement shall not apply to temporary employees:

| | | |
|---|---|---|
| Article 11 | - | Seniority |
| Article 14 | - | Vacations |
| Article 16 | - | Notice of Layoff/Layoffs and Recalls |
| Article 19 | - | Leave of Absence (excluding 19.04) |
| Article 20 | - | Paid Holidays |
| Article 21.06 | - | Clothing Allowance |
| Article 22 | - | Benefits |
| Article 23 | - | General Conditions |

Temporary Employees and students shall receive vacation and paid holiday entitlement in accordance with the Employment Standards Act, 2000, and payable as they accrue in a pay period on the pay day for that period.

A full-time or part-time employee who accepts a temporary position is not considered a temporary employee in accordance with this Article.

d) **Termination of Temporary Employee:**

A temporary employee may be terminated by the Employer, for any reason, and there shall be no recourse to the grievance or arbitration provisions of this Collective Agreement in regards to such termination.

e) **Payment of Wages:**

If the position is filled by an existing employee, the successful employee shall receive the applicable rate for the job that they are filling.

If the temporary assignment is filled by a new employee, such employee shall be paid the probationary rate and progress in accordance with Schedule "A" for new employees.

f) **Payment of Union Dues:**

Temporary employees shall pay Union dues in accordance with Article 8.01.

g) **Temporary Employee to Part-Time or Full-Time Employee:**

A temporary probationary employee shall not be eligible to apply to become a part-time/full-time or student employee unless the job has been posted in accordance with the provisions of Article 15, and has not been filled.

If a temporary employee becomes a part-time/full-time or student employee their continuous service shall be credited for purposes of seniority retroactive back to their last date of hire upon successful completion of the probationary period outlined in Article 11.04.

## ARTICLE 6 - STRIKE/LOCK-OUT

6.01 The Employer undertakes that there will be no lockout, as defined in the *Labour Relations Act*, during the life of this Collective Agreement.

6.02 The Union undertakes that there will be no strike, as defined in the *Labour Relations Act*, during the life of this Collective Agreement.

## ARTICLE 7 - NO DISCRIMINATION

7.01 The Employer and the Union will continue the practice of no discrimination, interference, restriction or coercion being exercised or practiced with respect to any employee by reason of any of the protected grounds set out in the *Ontario Human Rights Code* or by reason of an employee's membership in or activities on behalf of the Union.

## ARTICLE 8 - UNION SECURITY

8.01 **Union Dues:**

The Employer shall deduct Union dues from each payroll. These amounts shall be forwarded to the Union, no later than ten (10) working days after the pay period end in which the last day of the month falls, together with a list of names of the employees from whose pay cheques deductions have been made. The Employer shall be responsible for an additional 10% payment if they fail to provide the monies within this timeframe.

The Union shall advise the Employer, in writing, of the amount of regular monthly union dues and changes thereto before said dues shall be deemed to be authorized.

8.02 **T-4 Slip's:**

An employee's T-4 shall include the total union dues deducted.

8.03 The Union shall save the Employer harmless from any and all claims for amounts deducted from employees' pay in accordance with the terms of this Article.

8.04 **Correspondence Between the Parties:**

All correspondence between the parties arising out of this Collective Agreement or incidental hereto shall be between the Supervisor, People Partnerships/designate and the Recording Secretary/designate of the Union.

8.05 **Notification of Staff Changes:**

The Employer agrees to inform the Union of any particular appointment, hiring, lay-off, transfer, recall, or termination upon reasonable notice.

8.06 **Representation:**

The Union shall have the right at any time to have the assistance of representatives of the Canadian Union of Public Employees at any meeting of any Union/Employer Committee or arising out of the grievance procedure. Similarly, the Employer shall have the right at any time to have the assistance of counsel or other person(s) at any meeting of any Union/Employer Committee or arising out of the grievance procedure.

8.07 **Union Representation:**

When the Employer is issuing discipline to an employee, the Employer shall arrange for an elected Union representative to be present with the employee.

Employees have the right to request a union representation when dealing with the Employer in other matters that relate to the interpretation, application and administration of the collective agreement.

8.08 **Attending Conventions/Conferences:**

Members attending Union Conventions/Conferences approved under Article 19.02 or engaged in the work of the negotiating committee, including attendance at negotiation, conciliation, mediation, interest arbitration hearings or grievance or other labour management meetings shall continue to accrue seniority for all such hours as are paid by the Union or the Employer, as the case may be.

## ARTICLE 9 - JOB SECURITY

9.01 **Work of the Bargaining Unit:**

Persons excluded from the bargaining unit shall not take on work normally performed by employees within the bargaining unit for the purpose of causing the lay-off, discharge of such employees, reduction in the number of employees, or for the purpose of controlling overtime.

9.02 **Contracting Out:**

No employee shall be laid off by the contracting out of any work normally performed by the bargaining unit. Contracting out to a unionized Employer who will employ the bargaining unit employees, who would otherwise be laid off is not a breach of this provision. At least thirty (30) days prior to any contracting out of such work, the Employer will discuss the reasons for the contracting out with the Union Committee and will meet to discuss and/or investigate other options that the parties may come up with.

9.03 Employees may raise legitimate workload concerns with their immediate Supervisor in writing. In the event such concern is not resolved, the employee may advance such concerns to either the Joint Health and Safety Committee or the Labour Management Committee as may be appropriate.

## ARTICLE 10 - COMMITTEES

10.01 **Negotiating Committee:**

The Union may appoint and the Employer shall recognize a negotiating committee (not to exceed three (3) members) which shall deal with any matter which arises for negotiation during the life of this Collective Agreement. The Union may substitute another member into the committee should that change be necessary.

10.02 No member of the negotiating committee shall suffer any loss of pay because of attendance at any negotiation, conciliation, or mediation meetings, and any grievance meeting at the Manor or other direct meeting between the committee and the Employer.

10.03 An employee who is going to be absent from the job due to Union business, in accordance with Article 10.02 or 19.02 will provide where possible, the Department Manager with fourteen (14) days written notice by completing the Employer's form in advance of the absence indicating the reason for the absence.

10.04 **Stewards and Grievance Committee:**

The Employer recognizes the right of the Union to appoint a Chief Steward and up to five (5) Stewards to represent employees. The Union shall endeavour to have at least one (1) steward from each of the following departments: Nursing, Building Services, and Dietary.

10.05 The Union shall appoint and the Employer shall recognize a grievance committee of three (3) employees.

10.06 Upon the following conditions, a steward may, without loss of pay, spend time during regular working hours assisting any employee at Step 1 of the grievance procedure and a member of the grievance committee may spend time during regular working hours assisting any employee at Step 2 of the grievance procedure providing:

a) they obtain the consent of their Supervisor before leaving their regular work and report to their Supervisor upon returning to their regular work;

b) the grievance must be one that must reasonably be dealt with during working hours; and

c) they must be absent for no longer than is reasonably necessary to process the grievance.

10.07 **Health and Safety Committee:**

A health and safety committee shall be established which is composed of two (2) representatives selected by the Union and two (2) representatives selected by the Employer. The Union will determine which Union Representatives will attend the meeting. This committee shall meet as required, but not more often than once a month. Any representative may request a meeting and must submit an agenda if there is to be a meeting. This committee shall jointly consider, monitor, inspect, investigate, and review existing health and safety conditions and practices with a view to maintaining or improving same. All safety representatives shall co-operate in the observance and enforcement of safety regulations. An Employer's representative shall keep the minutes and distribute same to all committee members.

## ARTICLE 11 – SENIORITY

11.01 a) **Seniority Defined:**

Seniority is the ranking of employees in the bargaining unit as defined herein based on the following:

**Full-Time Employee:**

The date upon which the full-time employee was hired as full-time.

**Part-Time and Student Employee:**

For part-time and student employees calculated on all hours worked since the last date of hire, to a maximum of nineteen hundred and fifty hours (1950) a year.

b) A part-time employee transferring to full-time shall be credited with full-time seniority based on one (1) full year of service for each one thousand five hundred (1,500) hours worked.

c) A full-time employee transferring to part-time shall be credited with part-time seniority based on one thousand five hundred (1,500) hours worked for each one (1) full year of service.

d) Seniority shall be the governing factor in filling posted job vacancies or new positions, lay-off and recall, provided the senior employees have the necessary qualifications and experience to do the available work.

11.02 **Seniority List:**

The Employer shall prepare and maintain a seniority list covering all employees, except temporary employees, within the bargaining unit and will post a current copy on the bulletin boards on or before January 31st and July 31st of each year. The list shall include credited years of service for full time and hours of service for part time, for vacation purposes and shall also include blended hours for all employees for the purposes of job postings and call ins. A copy of the list will be forwarded to the Union.

11.03 **Cancellation of Seniority:**

An employee's seniority date shall be cancelled and their employment deemed terminated if:

a) they resign;

b) they retire;

c) they are discharged and are not reinstated through the grievance procedure;

d) they are absent from work without a reasonable excuse for more than two (2) working days;

e) they fail to notify the Employer as soon as reasonably possible of the reason for the absence where such absence was not arranged in advance with the Employer;

f) being on lay-off, they fail to notify the Employer within seven (7) days of the registration date of a letter of recall sent to their last address filed with the Employer of their intentions regarding their return to work. Their return to work must be within fourteen (14) days of the registration date of the letter of recall;

g) they are laid off for more than one (1) year;

h) employees who have not rendered service for three (3) consecutive months. Exceptions to this rule shall be made in cases of an employee's personal illness, (a medical certificate may be required) or an employee who has been granted a leave of absence (e.g. educational, or as set out under Article 19) by the Administrator or their designate.

11.04 Temporary Position Outside of Bargaining Unit:

If an employee accepts a transfer to a temporary position, outside the bargaining unit, the employee shall have the right to return to their position in the bargaining unit for up to a period of eighteen (18) calendar months. If the employee returns to the bargaining unit during this time, they shall retain seniority accumulated up to the date of leaving the bargaining unit. However, seniority shall be adjusted for the period of time the employee was outside the bargaining unit.

11.05 **Probationary Period:**

During a newly hired employee's probationary period of four hundred and ninety-five (495) hours worked, they have all of the rights of any other employee under this Collective Agreement except the right to file a grievance upon discharge.

If the Employer is uncertain at the end of an employee's probationary period that the employee is capable of handling the job, then upon the agreement of the Employer and the Executive of Local 1167, the probationary period may be extended.

## ARTICLE 12 - HOURS OF WORK

12.01 a) **Normal Hours of Work:**

The normal hours of work for full-time employees shall be seven and one-half (7 1/2) hours per day. There shall be a meal period of thirty (30) minutes unpaid between the third (3rd) and fifth (5th) hours worked of each day.

b) Full-time and part-time employees work shall be set on the master schedule so they receive every other weekend off. Notwithstanding, part-time employees may indicate their willingness to accept additional weekend shifts on the availability sheets and this shall not be a violation of the Collective Agreement.

c) No employee shall be required to work more than seven (7) consecutive days.

d) No part-time employee shall be scheduled more then four (4) shifts per week without their agreement.

e) No employee shall be required to work a split shift.

f) No employee shall be required to start work on a new shift until such employee has had at least twelve (12) hours off.

g) Full-time employees in the Nursing Department shall be scheduled to work the following hours:

| | | |
|---|---|---|
| Day Shift | - | 7:00 a.m. to 3:00 p.m. |
| Afternoon Shift | - | 3:00 p.m. to 11:00 p.m. |
| Night Shift | - | 11:00 p.m. to 7:00 a.m. |

Part-time employees in the Nursing Department shall be scheduled to work the hours above and in addition:

7:00 a.m. to 2:00 p.m. 12:00 p.m. to 7:00 p.m.
3:00 p.m. to 9:00 p.m.

The Employer shall have the right to adjust the starting and end times above, but the adjusted times shall not vary from the above by more than one (1) hour in either direction.

h) It is understood that the first shift of the day starts at 2300 hours and that the weekend is between 2300 hours on Friday to 2300 on Sunday.

i) Employees shall receive a thirty (30) minute unpaid lunch period between the third (3rd) and fifth (5th) hours of their shift. If the employee is required to perform any work during their thirty (30) minute lunch period, they shall be paid for their full lunch period at the rate of time and one-half. In addition, they shall receive an additional thirty (30) minute unpaid time off for lunch within the hour, or as soon thereafter as possible.

Where employees are working less than seven and one-half (7½) hours, the employee will not be entitled to the meal break referred to herein until they have completed four (4) hours of work.

j) Employees shall be granted a paid fifteen (15) minute break during each half shift at times designated by the Employer.

k) The Employer will give all employees two (2) weeks advance notice of scheduled work. Once posted, scheduled shifts shall not be taken away without the mutual agreement of the employee and the Employer with the exception of shifts offered to backfill for sickness or WSIB.

l) No part-time employee will be required to work more than thirty (30) hours per week unless mutually agreed to between the Employer and the employee.

12.02 **Posted Working Schedules:**

Separate posted working schedules of six (6) weeks duration will be created for Registered Practical Nurses, Personal Support Workers and non-nursing departments for all employees. Prior to posting these working schedules, open shifts which the Employer decides to staff shall be filled through the following process:

a) Each part time employee in the position will be scheduled, for that week, by seniority, for such open shifts, at straight time pay, for the work under consideration, in such numbers as to give them a total number of hours not more than thirty (30) hours per week in each week of the six (6) week schedule.

b) Then, each part time employee in the position, who has indicated a willingness to be scheduled, on the form prescribed by the Employer, for more than thirty (30) hours per week including additional weekends, will be scheduled, by seniority, for such open shifts, at straight time pay, for the work under consideration, in such numbers as to give them a total number of hours not more than thirty-seven and a half (37.5) hours per week in each week of the six (6) week schedule.

c) Then, all full-time and part-time employees in the position who have maximized their number of straight time hours in the week where opening still occurs and who have indicated a willingness to work overtime, on the form prescribed by the Employer, will be contacted and offered such open shifts, by seniority, as may exist. The working of these shifts shall result in the payment of overtime in accordance with Article 13.

d) Then, all full-time and part-time employees who are employed in different positions in the same department, but are qualified for the position which is open, who have maximized their number of straight time hours in the week where opening still occurs and who have indicated a willingness to work overtime, on the form prescribed by the Employer, will be contacted and offered such open shifts, by seniority, as may exist. The working of these shifts shall result in the payment of overtime at the rate of the position being worked in accordance with Article 13.

12.03 **Call-In's After Working Schedules Posted:**

Following the posting of the working schedules, the Employer shall fill any new open shifts through the following process:

a) Each part-time employee in the position, will be contacted, and offered such open shifts by seniority, at straight time.

b) If the shifts remain unfilled then, all full-time employees and part-time employees, in the position, who have maximized their number of straight time hours in any week will be contacted and offered such open shifts, by seniority, as may exist. The working of these shifts shall result in the payment of overtime in accordance with Article 13.

c) Then, all full-time and part-time employees who are employed in different positions in the same department, but are qualified for the position which is open, who have maximized their number of straight time hours in the week where opening still occurs will be contacted and offered such open shifts, by seniority, as may exist. The working of these shifts shall result in the payment of overtime at the rate of the position being worked in accordance with Article 13.

d) **Shift Exchange**
In the event employees, of their own accord, and for their own personal convenience arrange to exchange shifts, such days are subject to agreement with the Employer. The Employer reserves the right to request signed statements from such employees and shall not be responsible or liable for any overtime rate claim that might arise as a result of such exchange of shifts. Normally employees shall request shift exchanges with a minimum of one week's notice and shall receive confirmation of approval or denial within 48 hours of such request.

Shift exchanges will be completed within the same pay period.

e) **Shift Giveaway**
Employees are not permitted to give away shifts without the prior approval of the Employer. Normally, the employee must provide a minimum of one (1) week notice of their desire to give a shift away.

12.04 Where the administration of the process in Article 12.02 and 12.03 results in the assignment out of seniority order the Employer will provide the next available opportunity to the skipped employee.

Where this occurs more than three (3) times in a calendar month, the parties will meet and review the circumstances giving rise to the error in an effort to avoid further errors.

12.05 **Call-In's**

If a part-time employee is called in after the starting time of a shift, but reports for work within one (1) hour after the starting time, the employee shall be paid for the entire shift.

12.06 If the Employer requires a certified employee (e.g. R.P.N.) to work on a shift and an employee holding the certification is already working on the shift in a lower rated designation (e.g. P.S.W.) they will be moved up to the higher certified position and the Employer may fill the lower designated position if necessary, and may do so through call-in.

12.07 **Weekend Worker Positions:**

Full-time and part-time positions designated as "Weekend Worker Positions", as per Article 4.02, can be scheduled to work every weekend:

a) These positions will be shown on the Master Schedule;
b) These positions will be posted in accordance with Article 15;
c) Employees who post into these positions or who are hired into these positions will be scheduled to work weekends;
d) Employees shall not be assigned to these positions;
e) If there are no internal applicants, the Employer may hire employees specifically for the weekend worker positions.
f) Part Time weekend workers will be scheduled for hours in accordance with the hours assigned to their position unless they have indicated they are available for additional shifts on an availability form. In this case, they shall only be scheduled for additional shifts in accordance with that availability. Following the posted schedules they will be eligible to acquire shifts in accordance with the regular practice.

## ARTICLE 13 - OVERTIME

13.01 **Overtime:**

All time worked beyond seven and one half hours (7.5) hours in a day, or thirty-seven and one half hours (37.5) in a week shall be considered as overtime payable in accordance with Article 13.02.

13.02 **Payment for Overtime:**

Overtime rates shall be as follows:

a) On a regular work day - time and one-half (1½);
b) On a regularly scheduled day off - time and one-half (1½);
c) On a work day that would otherwise be at time and one-half (1½) for the regular work day, then hours worked in excess of that regular work day shall be at double (2) the employee's regular hourly rate.

13.03 **Voluntary Overtime:**

Overtime work is voluntary, however, the Union undertakes that employees will co-operate with the Employer when overtime is reasonably necessary. The Employer undertakes to endeavour to keep overtime to a minimum.

13.04 **Call Back Guarantee:**

If an employee who has left Victoria Manor and gone home at the completion of their normal hours is called back to perform additional work, they shall be guaranteed a minimum of two (2) hours' pay at their straight time hourly rate, or the overtime rate for actual time worked, whichever is the greater. An employee called in on their day off shall be informed of the number of hours of work scheduled, and be guaranteed a minimum of three (3) hours' work or pay at the appropriate rate.

13.05 There shall be no pyramiding of overtime or duplication of any premiums under this Collective Agreement.

## ARTICLE 14 - VACATIONS

14.01 **Full-Time Employees - Vacation Entitlement:**

a) Employees, after one (1) year's continuous service shall be granted two (2) weeks; vacation with pay.

b) Employees, after two (2) years' continuous service shall be granted three (3) weeks; vacation with pay.

c) Employees, after eight (8) years' continuous service shall be granted four (4) weeks; vacation with pay.

d) Employees, after fifteen (15) years' continuous service shall be granted five (5) weeks; vacation with pay.

e) Employees, after twenty-five (25) years' continuous service shall be granted six (6) weeks; vacation with pay.

f) Employees, after twenty-eight (28) years' continuous service shall be granted seven (7) weeks; vacation with pay.

14.02 **Vacation Pay Calculation:**

a) All full-time employees shall receive vacation pay calculated on their current weekly wage.

b) Regular part-time employees shall receive a percentage of their earnings paid on each bi-weekly pay, according to Article 14.05.

14.03 A leave of absence of forty-five (45) working days or more per year or a Long Term Disability leave shall reduce the vacation pay and earned vacation proportionately except in the case of pregnancy/parental leave, in which case vacation time shall continue to accumulate but vacation pay shall be pro-rated in accordance with the employee's actual earnings in the vacation entitlement year.

14.04 **Vacation Schedules:**

a) Employees shall be entitled to select vacation on two (2) different occasions during the calendar year.

b) For the period June 1st to November 30th applications must be submitted by February 15th. Schedules will be posted March 1st and finalized March 15th.

c) For the period December 1st to May 31st, applications must be submitted by September 15th, posted October 1st and finalized October 15th.

d) Schedules shall not be changed thereafter unless mutually agreed upon by the Employer and employee involved. Employees shall make application, in writing, dated and signed. The allocation of vacations shall be in accordance with seniority, but the Employer shall determine how many employees may be on vacation at any one time.

e) The above noted dates in b) and c) are guidelines only. Application submission dates and posting dates will align with the established schedule and pay period time lines. The Union will be notified no later than February 1st of each year of the submission and posting dates.

14.05 **Part-Time Employees:**

Part-time employees shall be granted vacations as follows:

| % Pay | Hours Completed | Time Off Without Pay |
|---|---|---|
| 4 | Up to 3000 | ESA 2000 |
| 6 | After 3000 | 3 weeks |
| 8 | After 12000 | 4 weeks |
| 10 | After 22500 | 5 weeks |
| 12 | After 37500 | 6 weeks |
| 14 | After 42000 | 7 weeks |

14.06 **Terminated Employees:**

Employees who terminate their employment shall be paid outstanding vacation pay in accordance with the Employment Standards Act.

## ARTICLE 15 - POSTING OF VACANCIES AND NEW POSITIONS

15.01 **Posting of Vacancies and New Positions:**

Where a permanent vacancy in a position occurs, or where a new position is created, or where there is a vacancy in excess of sixty (60) calendar days, the Employer shall post a notice containing but not limited to the following information, on the electronic job board, any employee may request and be provided a hard copy of such posting:

a) title of the position;
b) unique job posting number;
c) a brief description of the duties involved;
d) the qualifications required;
e) the remuneration;
f) date of posting;
g) time and closing date;
h) shift; and
i) testing and location of reference materials, if applicable

Such postings shall be available for a minimum of five (5) consecutive calendar days. Any employee who wishes to be considered for the position shall apply using electronic application system, which the employer will ensure all employees have access to at the workplace.

15.02 a) (i) The Employer will consider only those applicants meeting the required qualifications referenced in the posting, and shall award the position to the applicant with the most seniority provided they meet the qualifications. In the event no qualified applicants are received, the Employer may select any employee from the bargaining unit, or hire externally, as it may determine is most appropriate in the circumstances.

(ii) Where any internal applicant is selected for a posting, in a different classification, the employee will be notified as soon as possible, and not later than five (5) calendar days in any event. The employee shall communicate acceptance or rejection of the offer within twenty-four (24) hours of being notified.

Where any internal applicant applies to more than one posting, in their current classification, on the same day, they shall indicate on the application the order in which they prefer to be awarded the positions. The employer will ensure there is a place on the application form(s) to do this. The employer shall provide written confirmation within twenty-four (24) hours.

(iii) Where the vacancy is filled in accordance with Article 15.02 (a) the Employer will endeavour to move the chosen candidate into such position not later than the next posted schedule.

(iv) The Union will be notified in writing of the successful applicant, and the date the vacancy will be filled.

(v) The awarding of job postings shall be based on seniority using seniority results which are calculated one full pay period prior to the posting closing date.

b) Employees who have been offered a temporary position in accordance with Article 15.02(a) shall not thereafter make application for any other temporary position for the duration of the position.

c) Notwithstanding the above, a part-time employee that has posted into a temporary part-time position shall have the right to bid on a temporary full-

time position in accordance with Article 15. If the employee is successful in such posting then (c) shall apply.

d) Employees who occupy a temporary position and later return to their former position before the temporary position's expiry, whether during the familiarization period, due to medical reasons, or in accordance with this Article, shall not thereafter make application for any other temporary positions for a period of three (3) months from their date of return.

e) Employees who are offered a position in accordance with Article 15.02(a) or have otherwise transferred to another position shall not thereafter make application for the position they occupied immediately prior to such posting or transfer until at least three (3) months from the closing date of the original posting.

15.03 If an existing employee is the successful candidate for a position posted under Article 15 of this agreement, there shall be a familiarization period during their first one (1) month in that position. If at any time during such period the candidate decides that they are unable to perform the required duties or if the Employer finds that they are unsatisfactory, they shall be returned to their former position without loss of seniority and their replacement shall have the right to return to their former position. For a part-time employee the familiarization period will be ninety-seven and a half (97.5) hours. This familiarization period will not be in affect if the employee has held a position in the same classification within the last one (1) year.

15.04 If the Employer is uncertain at the end of an employee's familiarization period that the employee is capable of handling the job, then upon the agreement of the Employer and the Executive of Local 1167, the period of one (1) month may be extended.

## ARTICLE 16 – NOTICE OF LAYOFFS AND RECALLS

16.01 **Definition of Layoff:**

a) Layoffs, under the provisions of this Collective Agreement shall mean the permanent reduction of the weekly hours assigned to an employee on the master schedule.

b) In the event that a reduction of the work force is required, the employee with the least seniority within the affected classification within a department will be laid off first, provided the employees remaining have the necessary qualifications and experience to perform the work.

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

16.02 **Right to Bump:**

An employee who is subject to a layoff shall have the right to bump an employee with less seniority within the bargaining unit provided the employee has the necessary qualifications and experience to perform the work of the less senior employee.

16.03 **Recall Procedure:**

Recall shall be made on the basis of seniority, provided those employees recalled have the necessary qualifications and experience and are willing to perform the available work. All employees who are on layoff will be given job opportunity before any new employee is hired into the bargaining unit.

If a full-time employee bumps a part-time employee or vice-versa under Article 16.02 they shall be entitled to recall to their original position if such position becomes available for up to a period of one (1) year from the date upon which they elected their bumping option.

16.04 **Notice of Layoff to Full-Time Employee:**

No full-time employee will be laid off for more than five (5) consecutive scheduled days of work until they have received four (4) weeks' notice of layoff or appropriate pay in lieu thereof. A copy of the notice will be sent to the Union.

16.05 **Responsibility to Union:**

In the event of a proposed layoff of a permanent or long-term nature, the Employer will:

a) provide the Local Union with no less than sixty (60) days' notice of such layoff;

b) meet with the Local Union to review the following:

(i) the reasons causing the layoff;

(ii) the service which the Employer will undertake after the layoff; and

(iii) the method of implementation, including the areas of cutback and the employees to be laid off.

16.06 **Notice of Layoff or Recall:**

Notice of layoff or recall shall be sent by registered mail or personal service to the last known address of the employee(s) on the records of the Employer.

## ARTICLE 17 - GRIEVANCE PROCEDURE

17.01 **Definition of a Grievance:**

A grievance is a claim by the Employer, by the Union or by an employee that this Collective Agreement has been violated.

17.02 **Grievance Form:**

A properly constituted grievance shall consist of and contain:

a) a written statement describing the complaint;

b) the Article(s) of the Collective Agreement alleged to have been violated, misapplied, or misinterpreted;

c) the relief or remedy sought;

d) signed by the grievor(s) and the Union (except in the case of policy grievances which shall be signed by the Union);

e) dated; and on a form supplied by the Union.

17.03 **Complaint Procedure:**

It is understood that an employee has no grievance until they have first discussed the matter with their Manager. If an employee(s) has a complaint they shall have the right to request the assistance of a Steward to be present when discussing their concern with their Manager. If the matter is not resolved in this discussion, within seven (7) calendar days of the occurrence, the Union may take the matter further by filing a grievance as set out below.

17.04 **Policy Grievance:**

The Union shall discuss any complaint relating to this Collective Agreement with the Administrator, and, if the complaint cannot be settled within seven (7) calendar days, the Union may file a grievance with the Supervisor, People Partnerships/designate.

17.05 **Employer Grievance:**

The Administrator shall discuss any complaint relating to this Collective Agreement with the Union, and if the complaint cannot be settled within seven (7) calendar days, the Supervisor, People Partnerships/designate may file a grievance against the Union or the employee(s) concerned.

17.06 **Grievance Procedure:**

Any grievance shall be dealt with in the following manner:

**Step 1:**

The Union shall present a written grievance to the Administrator within fourteen (14) calendar days of the occurrence of the circumstances giving rise to the grievance. The Administrator shall provide a written reply to the Union within seven (7) calendar days stating the reason(s) for denial or settlement as the case may be.

**Step 2:**

If the Administrator's response does not settle the grievance, then it shall be delivered by hand or by registered mail to the Supervisor, People Partnerships/designate within seven (7) calendar days from the Union's receipt of the response. The Supervisor, People Partnerships/designate shall meet with the grievor and the Union Grievance Committee within fourteen (14) calendar days of the Supervisor, People Partnerships/designate receipt of the grievance. The Supervisor, People Partnerships/designate shall provide a written response to the Union within fourteen (14) calendar days of the meeting stating the reason(s) for denial or settlement as the case may be.

If the Union is not satisfied with the response of the Supervisor, People Partnerships/designate then the Union may notify the Supervisor, People Partnerships/designate within fourteen (14) calendar days of its receipt of the response that it wishes to proceed to Arbitration.

17.07 **Discharge, Suspension & Discipline:**

a) If a non-probationary employee is suspended or discharged, they shall be informed at the time, in writing, of the reason for such suspension or discharge, and a copy shall be sent to the Union.

b) If the Union feels that a non-probationary employee has been unjustly suspended or discharged, it shall deliver a grievance in writing not later than the seventh ($7^{th}$) calendar day after such suspension or discharge and the grievance shall be taken up at Step 2 of the grievance procedure immediately.

17.08 **Days/Working Days:**

Wherever the words, "days" or "working days" appear in this Article, they shall exclude Saturdays, Sundays and/or Statutory Holidays for the purposes of the grievance and arbitration procedure only.

## ARTICLE 18 - ARBITRATION

18.01 The party grieved against shall notify the grieving party of the name and address of its' nominee to the proposed Arbitration Board within fourteen (14) calendar days of the receipt by it of the notice of intention to arbitrate.

18.02 The two (2) nominees shall, within fourteen (14) calendar days of the appointment of the second of them, select an impartial Chairperson, but if such Chairperson cannot be agreed upon within the fourteen (14) calendar day period, then the nominees shall jointly request the Minister of Labour for Ontario to make such an appointment.

18.03 No person shall be appointed as an arbitrator who has been involved in any attempt to settle the grievance or who has acted as a paid agent, attorney or solicitor for either party.

18.04 **Expenses of the Board:**

Each of the parties shall bear the expenses of its own representative to the Board of Arbitration, and the parties shall jointly and equally bear the expense of the Chairperson to the Board of Arbitration.

18.05 No matter shall be submitted to the Board of Arbitration which has not been properly carried through all the previous steps of the above grievance procedure.

18.06 The Board of Arbitration shall not make any decision which is inconsistent with the provisions of this Collective Agreement nor alter, modify or amend any part of this Collective Agreement except if there has been a mutual mistake. The Board of Arbitration shall consider only the question in dispute.

18.07 **Decision of the Board:**

The decision of the majority of the Board of Arbitration is the decision of the Board. If there is no majority decision, the decision of the Chairperson is the decision of the Board. The Board's decision is final and binding on the parties and any employees affected by it.

18.08 If the Board of Arbitration finds that an employee has been discharged or disciplined contrary to this Collective Agreement, then the Board may order the Employer to reinstate such employee with or without compensation or make any such other award as it may deem just.

18.09 **Sole Arbitrator:**

If both parties are in agreement, the Board of Arbitration outlined above may be replaced by a Sole Arbitrator.

a) The party grieved against shall supply to the grieving party a list of five (5) potential Arbitrators within fourteen (14) calendar days of the mutual agreement by the parties to proceed under this Article.

b) The parties shall, within fourteen (14) calendar days, select a Sole Arbitrator, but if the Arbitrator cannot be agreed upon within the fourteen (14) calendar day period, then the parties shall jointly request the Minister of Labour for Ontario to make such an appointment.

c) Each of the parties shall jointly and equally bear the expense, if any, of the Sole Arbitrator.

d) All other Articles outlined above pertaining to a Board of Arbitration shall apply as well to the Sole Arbitrator process.

18.10 **Time Limits:**

The time limits fixed in both the grievance procedure and the arbitration procedure herein may be extended by mutual written agreement of the parties.

## ARTICLE 19 - LEAVE OF ABSENCE

19.01 **Personal Leave of Absence:**

The Employer may grant a leave of absence to an employee who requests same in writing seven (7) calendar days in advance, if possible, setting out the reasons for such a request. The Employer shall not unreasonably withhold its permission for a leave of absence.

Employees shall use any unused paid time off (vacation, banked or float) at the time of the request.

Full-time employees cannot take unpaid days off, regardless of the reason, unless they have no available paid time off (vacation, float or banked time) remaining available for use. Exceptional circumstances may apply.

Employees shall reimburse the Employer for benefit coverage costs for the leave of absence in excess of seven (7) calendar days

The employee agrees to providing two (2) weeks written notice of their intention to return to work if that date is different than initially authorized.

**Leave of Absence Beyond Fourteen Days:**

When an employee has been granted a leave of absence extending beyond fourteen (14) calendar days without pay for any reason, the benefits of the Group Life Insurance, Accidental Death and Dismemberment and Long Term Disability shall not apply during the period of leave of absence except as provided under the *Employment Standards Act*, or the employee pays the premium.

19.02 **Union Convention/Conferences:**

No more than four (4) employees who have been elected or appointed by the Union to attend union conventions or conferences shall be granted a

leave of absence to attend to such duty or conference, provided a minimum of thirty (30) calendar days' notice is given and provided that no more than one (1) person from any one (1) department will be granted such leave except in the classifications of nursing attendants where two (2) full-time and one (1) part-time employee may be off at any one (1) time. Two (2) of the four (4) employees may provide only fourteen (14) calendar days' notice. The Employer shall maintain the regular wages and benefits for employees on leave under this Article and shall bill the Local Union monthly for the wages paid. The Local Union shall reimburse the Employer during the succeeding month of being billed.

19.03 **Union Office/Political Office:**

If any employee is elected or appointed to a Union Office, they shall be granted a leave of absence of one (1) year on reasonable notice to the Employer. If an employee is elected to a political office for a term in excess of two (2) years, they shall not be granted an extension of this two (2) year leave of absence. However, if they wish to return to their employment with the Employer, they shall be given the first available opening without seniority in the Department which they left, providing they are willing and qualified to do the job.

19.04 **Bereavement Leave:**

Employees shall be granted paid leave of absence in the event of bereavement in the family.

a) **Relationship of Deceased:**

The Employer shall pay an employee up to seven (7) days' pay at the employee's straight time hourly rate for all regularly scheduled work hours lost in the event of the death of a spouse, common law spouse (as defined by the Family Law Act), child, child-in-law, parent; up to three (3) days' pay at the employee's straight time hourly rate for all regularly scheduled work hours lost in the event of the death of a parent-in-law, sibling, sibling-in-law, step-parents, grandparents, step-children, grandchildren, or foster child.

b) **Length of Leave:**

Such leave shall be taken to coincide with the date of the funeral or internment. If necessary, additional leave of absence, without pay, may be granted at the discretion of the Employer.

c) **Former Relationships:**

Common-law status is recognized but in no event shall an employee be eligible for leave for a former common-law relationship or a relationship by marriage which has since been terminated by divorce or annulment.

d) **Geographical Distance of Funeral:**

When an employee cannot attend the funeral of an immediate family member because of geographical distance, they shall receive one (1) day's pay at their regular rate for the day of the funeral. Such payment will be made only in respect to the employee's absence from work on a regularly scheduled work day.

e) **Pallbearer:**

A one (1) day leave of absence shall be granted without loss of salary or wages to attend a funeral as a pallbearer. A request for such leave shall be given twenty-four (24) hours in advance of such leave unless, under extenuating circumstances, such notice of time was not possible.

f) **Scheduled Vacation:**

In the event that bereavement leave is required while an employee is on a pre-scheduled paid vacation, such paid vacation shall be re-credited to the employee.

g) **Verification:**

The Employer reserves the right to request proof in all of the above stated instances.

Note: This section shall apply to all full-time and part-time employees for scheduled hours.

19.05 **Pregnancy/Parental/Adoption Leave:**

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

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

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

The employee shall give the Employer four (4) weeks' notice, in writing, of the day upon which they intend to commence their leave of absence, unless impossible, and furnish the Employer with a certificate of a legally qualified medical practitioner stating that they are pregnant and giving the estimated day upon which delivery will occur.

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

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

Additional leave of absence may be taken under 19.08 (h) Parental Leave.

b) An employee who is on pregnancy leave as provided under this Agreement and has applied for and is in receipt of Employment Insurance pregnancy/parental benefits pursuant to sections 18 and 20 of the Employment Insurance Act, 1971, shall be paid a supplemental unemployment benefit. That benefit will be equivalent to the difference between seventy-five percent (75%) of their regular weekly earnings and the sum of their weekly rate of Employment Insurance benefits and any other earnings. Such payment shall commence following completion of the one (1) week Employment Insurance waiting period and receipt by the Employer of the employee's Employment Insurance cheque stub as proof that they are in receipt of Employment Insurance pregnancy/parental benefits, and shall continue while the employee is in receipt of such benefits for a maximum period of fifteen (15) weeks. The employee's regular weekly earnings shall be determined by multiplying their regular hourly rate on their last day worked prior to the commencement of the leave times their normal weekly hours.

The employee does not have any vested right except to receive payment for the covered unemployment period. The plan provides that payments in respect of guaranteed annual remuneration or in respect of deferred

remuneration or severance pay benefits are not reduced or increased by payments received under the plan.

c) An employee who does not apply for leave of absence under 19.08 a) i) and who is otherwise entitled to pregnancy leave, shall be entitled to and shall be granted leave of absence in accordance with 19.08 a) i) upon providing the Employer, before the expiry of two (2) weeks after they ceased to work, with a certificate of a legally qualified medical practitioner stating that they were not able to perform the duties of their employment because of a medical condition arising from their pregnancy, and giving the estimated day upon which, in their opinion, delivery will occur or the actual date of their delivery.

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

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

e) When the Employer has suspended or discontinued operations during the leave of absence and has not resumed operations upon the expiry thereof, the Employer shall upon resumption of operations, reinstate the employee to their employment or to alternate work in accordance with the established seniority system or practice of the Employer in existence at the time the leave of absence began and in the absence of such a system or practice shall reinstate the employee in accordance with the provisions of 19.08 d).

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

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

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

**Parental Leave:**

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

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

(iii) Parental leave must begin within fifty-two (52) weeks of the birth of the child or within fifty-two (52) weeks of the day the child first came into the custody, care and control of the parent. For employees on pregnancy leave, parental leave will begin immediately after pregnancy leave expires. Parental leave shall be granted for up to thirty-five (35) weeks in duration if the employee also took pregnancy leave and thirty-seven (37) weeks in duration if they did not.

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

Parental leave ends thirty-five (35) weeks or thirty-seven (37) weeks after it began, as the case may be, or on an earlier day if the employee gives the Employer at least four (4) weeks written notice of the day.

(v) For the purposes of Parental Leave the provisions under 19.05 a), d), e), f), g) and h) shall also apply.

The Employer will continue to pay its share of the contributions of the subsidized employee benefits, including pension, in which the employee is participating for a period of up to thirty-five (35) weeks while the employee is on parental leave.

Credits for service and seniority shall accumulate for a period of up to thirty-five (35) weeks while the employee is on parental leave on the basis of what the employee's normal regular hours of work would have been.

The Employer will continue to pay the percentage in lieu of benefits and its share of pension contributions during the period of pregnancy leave. The

Employer will register those benefits as part of the Supplemental Unemployment Benefit Plan with the Canada Employment Insurance Commission.

19.06 **Jury Duty and Crown Witness Fees:**

The Employer shall pay an employee who is required for jury service or as a Crown witness for each day of such service, the difference between their straight time hourly rate for the number of hours they normally work on their regular shift and the payment they received for jury service or as a Crown witness. The employee will present proof of service and the amount of pay received.

## ARTICLE 20 - PAID HOLIDAYS

20.01 **Full-Time Employees:**

a) Each of the following days shall be a paid holiday:

| | |
|---|---|
| New Year's Day | Civic Holiday (1st Mon. in Aug.) |
| Family Day | Labour Day |
| Good Friday | Thanksgiving Day |
| Easter Monday | Christmas Day |
| Victoria Day | Boxing Day |
| Canada Day | |

Effective January 1, 2027: Two (2) float days to be taken on a date mutually agreeable to by the employee and Employer.

In order to be eligible for a float day holiday, the employee must have rendered a minimum of six (6) months full-time service. A float day must be taken within the calendar year prior to December 20th of that year, float time will not be paid out.

b) **Christmas Day/New Year's Day Off:**

The Employer will allow an employee either Christmas Day or New Year's Day off, and they shall rotate from one to the other each year.

c) **Lieu Time Bank:**

(i) Full-time employees may establish a non-replenishable lieu time bank to a maximum of seventy-five (75) hours, inclusive of time off in lieu of overtime as mutually agreed. Employees may bank their holiday pay entitlement (one (1) day's pay for each of the aforementioned

holidays), whether the day is worked or it falls on the employee's regular day off. This bank will run on a year of November 1 to October 31 and must be cleared before the expiry of the year in which it was earned. Employee requests to schedule time off will not be unreasonably denied. The Employer may schedule the employee to observe any unused time within thirty (30) days preceding the end of the year in which it was earned, the balance, if any to be paid out at the end of such year.

An employee may request to be paid all or any portion of the employee's accumulated bank. This request shall be made between June 15 and June 30 of any given year and shall be paid out no later than July 31.

(ii) Part-time employees may bank worked overtime in a lieu time bank to a maximum of one hundred (100) hours between November 1 and October 31 of the following year inclusive of time off in lieu of overtime as mutually agreed subject to the following:

(1) the granting of any time off in accordance with this provision is subject to operational requirements at the discretion of the Employer;

(2) the employee must advise the employer in writing whether or not the employee wishes to bank the overtime;

(3) if the employee elects to bank the overtime, then the employee will not be paid for the hours actually worked;

(4) hours banked will be banked at equivalent overtime rates (i.e. if the employee works 5 hours of overtime, 7.5 hours will accumulate in the lieu time bank);

(5) an employee may request time off to a maximum number of hours available in their lieu time bank; pay for such hours will be at the employee's straight time hourly rate in effect at the time that time off was taken;

(6) an employee may request to be paid all, or any portion of the employee's accumulated bank, up to a maximum of 3 times per year; the Employer requires reasonable notice, but in any event the employee will be paid not later than the next full pay period;

(7) the Employer may schedule the employee to observe any unused time within 60 days preceding the end of the year in which it was earned;

(8) unused accumulated lieu time will be paid out not later November 30 in the year in which it was earned at the employee's straight time hourly rate in effect at the time that time off was paid out;

(9) if an employee permanently transfers from part-time to full-time any banked lieu time hours will be paid out at the employee's straight time hourly rate in effect at the time that time of transfer;

(10) the term "overtime" shall be as defined in Article 13.01 hereof.

d) **Working on a Holiday:**

An employee required to work on any of the aforementioned holidays shall be paid at the rate of one and one-half (1 1/2) times their regular straight time hourly rate in addition to their holiday pay unless banked in accordance with (c) above. Where the shift falls over two calendar days, paid holiday eligibility will be determined by reference to the day upon which the majority of the employee's hours fall. To qualify for the holiday pay, an employee must work their last scheduled shift before the holiday, and their first scheduled shift after the holiday, unless absent due to illness or authorized leave of absence under Articles 19.02 – 19.06.

e) An employee's last scheduled shift is the last shift which that particular employee is required to work (which is not necessarily the last shift worked by other employees before the holiday) - i.e. an employee on a leave of absence under Articles 19.02 – 19.06.

f) **Holiday During Vacation:**

If a paid holiday falls or is observed during the employees' vacation period, they shall be paid for the holiday and instead reschedule the vacation day at a mutually agreeable time.

20.02 **Part-Time Employees:**

The Employer shall pay employees who work on any of the paid holidays specified below at the rate of time and one-half (1 1/2) their regular rate of pay in addition to any holiday pay to which they are entitled, in accordance with the criteria set out in the *Employment Standards Act* and Regulations thereunder:

New Year's Day
Family Day
Good Friday
Easter Monday
Victoria Day
Canada Day
Civic Holiday
Labour Day
Thanksgiving Day
Christmas Day
Boxing Day

## ARTICLE 21 - CLASSIFICATION OF EMPLOYEES, WAGES AND ALLOWANCES

21.01 Employees shall be classified and paid in accordance with the applicable schedule attached hereto as Schedule "A" to this Collective Agreement.

21.02 The Employer shall pay salaries and wages bi-weekly in accordance with Schedule "A" attached hereto and forming part of this Collective Agreement. Employees shall be provided with an itemized statement of their wages and deductions for each pay.

In the event the Employer makes an error on an employee's pay, which results in the Employee being underpaid the correction will be made in the pay period following the date on which it comes to the Employer's attention. If the Employer error results in an employee being underpaid by one hundred ($100.00) dollars or more, the Employer will provide payment for the shortfall within three (3) business days from the date it is notified of the error.

21.03 **Clothing Allowance:**

a) Full-Time Employees:

An annual clothing allowance of one hundred and seventy-five ($175) dollars will be paid in the first full pay period in January to all full-time employees who have successfully completed their probationary period to purchase a uniform and Canadian Safety Authority (CSA) approved footwear, as applicable, or other footwear acceptable to the Employer. A new employee, after successfully completing their probationary period, shall receive an amount pro-rated from the completion of the probationary

period to December 31st of that year. An employee terminating within the year shall refund to the Employer an amount pro-rated from the date of termination to year-end. Effective January 1, 2028, clothing allowance will increase to $300.00.

b) **Part-Time Employees:**

A clothing allowance of $0.09 per hour worked will be paid on each pay as earned upon successful completion of the probationary period. Effective January 1, 2028, clothing allowance will increase to $0.16 per hour.

21.04 **Pay During Temporary Transfer:**

When an employee is temporarily assigned to or performs the principal duties of a higher paying position for one (1) full shift or more, they shall receive the rate for the job during such temporary period for each hour worked at the higher paying position.

When an employee is temporarily assigned to a lower paying position for one (1) shift or more, they shall receive their former rate for each hour worked at the lower paying position, unless this is a voluntary move.

21.05 **Shift Premium:**

Employees scheduled to work afternoon and night shifts shall receive shift premium of ninety-five cents ($0.95) for each hour so worked.

Any employee whose scheduled hours of work involve part of the day and afternoon shifts shall be entitled to a shift premium if more than fifty (50%) percent of the total scheduled hours occur after the start of the afternoon shift (3:00 p.m.). The shift premium shall be paid for only those hours worked after 3:00 p.m.

21.06 **Responsibility Pay:**

The Employer may designate Registered Practical Nurses to assume those responsibilities within their scope of practice which are normally assigned to Registered Nurses. Where so designated, the Registered Practical Nurse shall receive a premium of four dollars ($4.00) per hour worked in such capacity.

21.07 **Employees Assigned as Cook:**

Employees assigned as Cook will receive a three dollar ($3.00) per hour premium when the Dietary Manager or Assistant Dietary Manager is not on duty.

21.08 **Mandatory Training:**

Employees shall be compensated at their regular straight time rate for time in attendance at all Employer scheduled mandatory in-services training.

The employer agrees to schedule employees during work hours to complete any such training.

21.09 **Weekend Premium:**

Employees shall be paid a weekend premium of one dollar and twenty-five cents ($1.25) for all hours worked between Friday at 23:00 hours and Sunday at 23:00 hours. This premium will be in addition to the shift premium, Article 21.05. Effective April 1, 2028 the weekend premium shall increase to one dollar and thirty cents ($1.30).

## ARTICLE 22 – BENEFITS

22.01

A) a) **Definitions for Sick Leave:**

(i) **Full-Time Employee:**
A full-time employee who has completed the probationary period.

(ii) **Short Term Disability:**
Means any sickness or non-occupational injury that is less than one hundred and nineteen (119) consecutive calendar days.

(iii) **Reduced Sick Leave Days Benefit:**
Means a sick day or days payable at sixty-six and two thirds (66 2/3) percent of the employee's base hourly rate.

(iv) **Full Sick Leave Benefit:**
Means a sick day or days payable at one hundred (100) percent of the employee's base hourly rate.

(v) **Common Anniversary Date:**
Means November 1st of the calendar year.

(vi) **Benefit Year:**
The benefit year shall be the period between November 1st and October 31st the following year.

b) Full-Time Employees shall be eligible for eighty five (85) days of Reduced Sick Leave Benefit in the Benefit Year, subject to a reduction in accordance with the number of Full Sick Leave Benefits available in the Benefit Year under (c) below.

c) Full-Time Employees shall be eligible for five (5) days of Full Sick Leave Benefits in the Benefit Year after each full year of service after their hire or transfer date to a full time position. The eligibility to Full Sick Leave Benefits will be pro-rated for those employees in their first year of full time employment.

d) Maximum Usage: Under no circumstances shall any employee be entitled to claim more than eighty-five (85) days of Reduced and/or Full Sick Leave Benefits in a single Benefit Year.

e) Full-Time Employees who are absent from work due to sickness or non-occupational illness/injury on the Common Anniversary Date shall have their applicable Full and Reduced Sick Leave Benefits restored subject to the following provisions:

(i) the employee has returned to work for ten (10) consecutive seven and one half hours (7 ½) shifts; or

(ii) the employee returns to work for five (5) consecutive seven and one half hours (7 ½) shifts and is absent for an unrelated sickness or non-occupational injury.

f) **Medical Practitioner's Certificate:**

Any full-time employee who is off sick under this plan for three (3) consecutive working days or more and returns to work will be required to produce a legally qualified Medical Practitioner's Certificate, or such other practitioner as the Employer may determine is appropriate in the circumstances, stating they are physically fit to return to normal duties. If a certificate is not produced the employee will not receive any payment for such sick time until they produce one.

The Employer reserves the right to question any absence of an employee no matter what the duration. The Employer may require that the employee be examined by an independent, legally qualified medical practitioner at the Employer's expense.

The Employer shall reimburse an employee up to forty dollars ($40.00) towards medical notes requested under this Article. Effective January 1, 2027 the Employer shall reimburse an employee up to fifty dollars ($50.00) towards medical notes requested under this Article.

g) **Continuation of Benefits:**

While a full-time employee is on short term disability, the Employer shall continue to pay the applicable premiums for health, dental and life insurance benefits as set out in this Collective Agreement.

h) No short term disability benefit may be used by a full-time employee for any injury or sickness while on a leave of absence, granted in accordance with Article 19, whether paid or unpaid.

B) **Long-Term Disability Benefit:**

a) Upon the completion of one hundred and nineteen (119) consecutive calendar days of sickness or non-occupational injury, and provided the employee is unable to return to work, the employee may make application for the Long-Term Disability Benefit. Eligibility for such benefits will be determined by the insurance carrier in accordance with the terms and conditions of the policy in effect at the time of application.

b) The benefit payable under the Long Term Disability plan will be seventy-five (75) percent of monthly earnings, to a maximum of four thousand (4,000) dollars per month and is directly offset by CPP/QPP frozen primary disability benefits and Workplace Safety and Insurance Board benefits. The Long Term Disability benefit will be offset further by any other disability income, once income from all other sources exceeds eighty-five (85) percent of the employee's pre-disability monthly earnings.

c) Income from all other sources includes disability benefits payable under any other government plan, any salary continuation plan, any other group insurance disability benefit plan, any OMERS Pension benefits, and any retirement benefits.

d) The Employer will provide the Union with the complete insurance agreement and any addendums thereto.

e) Payment/payments out of the Long Term Disability Plan will be the sole responsibility of the insurance carrier as engaged by the Employer.

f) While an employee is on Long Term disability, the Employer agrees to pay the premiums for Extended Health Care coverage on behalf of the employee for two (2) years from the first day of coverage under the Long Term Disability plan.

g) The Employer agrees to pay one hundred (100) percent of the premiums for the Long Term Disability plan.

h) The Union agrees that any premium received through Employment Insurance Commission premium reduction will be used to offset the cost of this benefit.

i) There will be no payment or accrual of vacation credits, vacation pay, or statutory holiday pay for employees in receipt of benefits under the Long Term Disability plan, nor will credit for such be given or paid upon the employee's return to work.

j) The Employer will endeavour to preserve access to employees' pre-leave position while they are on Long Term Disability for two (2) years from the date of the first benefit payment. Upon the Employer's request, after this two (2) year period has elapsed, the employee will submit to an independent medical examination to assess their current condition, as agreed and designated by the parties. Where such examination reveals that there is no reasonable expectation of a return to work in the foreseeable future, the parties agree that the employee may be terminated on the basis of innocent absenteeism.

k) An employee who has been terminated by the Employer by virtue of receiving Long Term Disability benefits for the two (2) year period and is subsequently re-hired by the Employer for a job which the employee is capable of performing by virtue of their ability, training and experience, shall have their seniority re-instated inclusive of the two (2) years on Long Term Disability.

l) The Employer agrees that it will not force a member to apply for OMERS disability benefits.

C) **Extended Health Care Coverage:**

The Employer shall purchase a contract of insurance providing Extended Health Care Coverage for the full-time employee, as well as their spouse and dependents, as defined under such contract, that includes the following:

(i) $10/$20 annual single/family deductible for drug coverage

(ii) $8.00 prescription fee cap

(iii) $600/24 months (family) vision care plan, inclusive of eye examinations.

(iv) Out of Province Coverage
Travel Benefits are eligible within first 60 days per trip to a maximum $1,000,000.00 per calendar year for emergency services, $50,000.00 per calendar year for referral Services

(v) Paramedical Coverage

Physiotherapist, Clinical Psychologist, Chiropractor, Registered Massage Therapist, Naturopath, Osteopath, Speech Therapist, Podiatrist/Chiropodist up to $500.00 per calendar year, per discipline. Effective January 1, 2027 increases to $600.00 per calendar year, per discipline.

Effective January 1, 2028 increases to $700.00 per calendar year, per discipline.

D) **Dental Plan:**

The Employer shall purchase a contract of insurance providing Green Shield Basic dental coverage based on the current O.D.A. fee schedule one (1) year in arrears which may change from time-to-time effective the first of the month following one (1) clear month after ratification. The Employer will provide one hundred (100%) percent premium payment.

Orthodontic coverage of 50% coverage at $1500.00, maximum lifetime. Note coverage is for dependants under eighteen (18) only.

(i) Effective January 1, 2027 Crowns and bridges, at 50% reimbursement for a lifetime maximum of $2000.

E) **Group Life and Accidental Death & Dismemberment Insurance:**

The Employer agrees to pay one hundred (100) percent of the premium costs for acquiring a contract for Group Life and Accidental Death & Dismemberment Insurance coverage for each regular full-time employee, with the following benefit levels:

Life Insurance - Two times (2x) salary to a maximum of $200,000
AD&D Insurance - Two times (2x) salary to a maximum of $200,000

F) **Retirees benefits:**

Extension of drug and life insurance coverage will be made to qualified retirees with a minimum 10 years of service and OMERS eligibility, consistent with current City policy, available up to age 65 or a maximum of 5 years, whichever occurs first.

G) **O.M.E.R.S. Pension Plan:**

Every eligible employee shall join the Ontario Municipal Employees Retirement System (O.M.E.R.S.) pension plan as a condition of employment in accordance with the plan. Part-time employees shall elect whether to join O.M.E.R.S. in accordance with the plan's applicable rules and regulations.

H) Effective January 1, 2027 **Audiology Services:**

(i) Hearing Aids at $2,500 every five (5) years
(ii) Maximum of $200 per year for batteries and accessories
(iii) Hearing exams

22.02 The Employer will provide employees with access to a confidential Employee Family Assistance Program (EFAP) at no cost to Employees.

22.03 **Part-Time Employees:**

**Percentage-In-Lieu:**

For part-time employees, excluding students, who have completed their probationary period there shall be a thirteen (13) percent premium paid for each hour worked in lieu of all fringe benefits (being those benefits paid to a full-time employee in whole or part by the Employer as part of direct compensation or otherwise, save and except salary, vacation pay, holiday pay, court attendance, bereavement pay, clothing allowance and call-back

guarantee). Effective January 1, 2027 increases to thirteen and a quarter (13.25%) percent. Effective January 1, 2028 increases to thirteen and a half (13.5%) percent.

## ARTICLE 23 - GENERAL CONDITIONS

23.01 **Job Description:**

The Employer shall prepare a new job description whenever a new job is created. If the parties are unable to agree on the reclassification and/or rate of pay for the job in question, such dispute shall be submitted to grievance and arbitration for determination.

23.02 Wherever the singular or masculine is used in this Collective Agreement, it shall be considered as if the plural or feminine has been used where the context so requires.

23.03 **Disabled Employees Preference:**

In the event that an employee sustains injuries at work or becomes afflicted by any occupational disease during the course of their employment and becomes physically disabled as a result thereof, every effort will be made by the Employer to give the disabled employee such suitable employment as is available.

The parties to this agreement recognize that the duty to accommodate is a multi-party exercise involving the Employer, the Union and affected employees. The Union and the employee agree to participate and cooperate fully with this mutual process of accommodation, pursuant to which the employee agrees to provide medical information as may be required by the Employer from time-to-time to meet this duty.

## ARTICLE 24 – PERSONNEL FILES

24.01 **Employee Personnel File:**

An employee has the right to review their personnel file within seven (7) calendar days of requesting it in writing to the Supervisor, People Partnerships/designate.

When reviewing their files they shall do so in the presence of the Employer and shall have the right to Union representation. The employee shall have the right to make copies of any material contained in their

personnel record. The first twenty (20) copies shall be at the Employer's expense. Any remaining copies shall be paid by the employee at the rate set in the *Municipal Freedom of Information Act*.

The Employer retains the right to schedule the review of the personnel file and such review shall be scheduled during the employee's non-paid time.

24.02 **Clearing of Employee's Record:**

Any letter of reprimand, suspension or other sanction will be removed from the record of an employee eighteen (18) months following the receipt of such letter, suspension or other sanction, provided the employee's record has been discipline-free for such eighteen (18) month period.

## ARTICLE 25 – DURATION OF COLLECTIVE AGREEMENT

25.01 This Collective Agreement shall become effective as of the date of the ratification and shall remain in force until March 31, 2029. Notice that amendments are required or that either party intends to terminate this Collective Agreement may only be given within a period of not more than ninety (90) calendar days and not less than thirty (30) calendar days prior to the expiration date of this Collective Agreement or to any anniversary of such expiration date.

25.02 Upon receiving notice under Article 25.01, the party receiving notice shall commence bargaining as soon as reasonably possible, with a view to making a new Collective Agreement.

25.03 During bargaining, the Collective Agreement shall continue in full force and effect until such time as conciliation services have been applied for and the parties are in a position to lawfully strike or lockout, or until a new Collective Agreement has been signed.

**Signed in** Lindsay **, Ontario this** 20 **day of** October **, 2026.**

**FOR THE EMPLOYER**

Signed by:
Liana Patterson
ED2850CFB6414C5...

DocuSigned by:
6279B2550C8E4AD...

**FOR THE UNION**

Signed by:
154237C8A24747C...

DocuSigned by:
Sheryl Morgan
BE454BB08480446...

Signed by:
Kyle Cotton
78B04726988A49A...

Signed by:
Steve Brasier
0CF16A3E056447F...

Signed by:
E5A9CB7A0E6D42D...

Signed by:
Anna-Lisa Issel
037C099C06AE4E4...

## SCHEDULE 'A'

| Position | 01-Apr-26 | 01-Apr27 | 01-Apr-28 |
|---|---|---|---|
| RAI Informatics Lead | $38.53 | $40.91 | $43.38 |
| Registered Practical Nurse | $37.61 | $39.96 | $42.39 |
| Maintenance Coordinator | $31.70 | $32.81 | $33.96 |
| Personal Support Worker | $33.22 | $34.38 | $35.58 |
| Maintenance | $28.52 | $29.51 | $30.55 |
| Cook | $28.52 | $29.51 | $30.55 |
| Life Enrichment Assistant | $28.52 | $29.51 | $30.55 |
| Dietary Aide | $26.93 | $27.87 | $28.85 |
| Resident Care Aide | $26.93 | $27.87 | $28.85 |
| Building Services Aide | $26.93 | $27.87 | $28.85 |
| Handy Person | $25.21 | $26.09 | $27.00 |
| Student | $18.22 | $18.85 | $19.51 |

Probationary and part-time employees (excluding students) shall be paid two dollars ($2.00) per hour below the classification hired into and shall progress to job rate as outlined in the schedule above at the rate of one dollar and fifty cents ($1.50) per hour increase after four hundred and ninety-five (495) hours continuous service and the job rate at nine hundred and ninety (990) hours of continuous service.

The retroactive payments shall be made by way of separate cheque to all current and former employees. For current employees, the payments must be made within 60 days of the date of ratification or award. For former employees, the Employer shall, within 30 days of the date of the award, notify such former employees by registered mail at their last known address of the entitlement to receive payment. Such former employees shall then have a further 30 days within which to request payment. If no such request is received, no such payment need be made. If a request is received, the payment must be made as soon thereafter as is reasonably practical but, in any event, not prior to the date on which payments are required to be made to current employees.

# LETTER OF UNDERSTANDING #1 – VACATION REQUESTS

**Between**

**CORPORATION OF THE CITY OF KAWARTHA LAKES (VICTORIA MANOR)**

**And**

**CANADIAN UNION OF PUBLIC EMPLOYEES AND ITS' LOCAL 1167**

This LOU is to be read in conjunction with 20.01 (b) of the collective agreement and in the event of any disagreement, the terms of 20.01 (b) shall prevail.

(a) Normally, vacation requests and shift exchanges will not be granted during the period between December 21 and January 4, however employees are permitted to request vacation time or shift exchanges during such period.

(b) The granting of vacation time or shift exchange will be subject to operational requirements and at the sole discretion of the Employer.

(c) The granting of vacation time or shift exchange will be without prejudice or precedent and shall not obligate the Employer to grant such requests in subsequent years.

**Signed in** Lindsay **, Ontario this** 20 **day of** October **, 2026.**

| FOR THE EMPLOYER | FOR THE UNION |
|---|---|
| Signed by: Liana Patterson FD2650CFB5414CE... | Signed by: 181237CBA2474... |
| DocuSigned by: 6279B2550C8E4AD... | DocuSigned by: Sheryl Morgan BE454BB08480446 |
| Signed by: Kyle Cotton 78B04726988A49A... | Signed by: Steve Brasier 0CF16A3E056447F... |
| Signed by: E5A9CB7A0E6D42D... | Signed by: Adam Coones 376F3CE9763B44D... |
| Signed by: Anna-Lisa Issel 037C099C06AE4E4... | |

# LETTER OF UNDERSTANDING #2 – DIETARY – ARTICLE 12.03 (a)

**Between**

**CORPORATION OF THE CITY OF KAWARTHA LAKES (VICTORIA MANOR)**

**And**

**CANADIAN UNION OF PUBLIC EMPLOYEES AND ITS' LOCAL 1167**

This LOU is to be read in conjunction with Article 12.03 (a) and prior to Article 12.03 (b) for the CUPE 1167 Collective Agreement, as it applies to the Dietary Aide Classification only.

After the working schedule is posted and if a Dietary Aide Classification shift remains unfilled then the following will apply:

a. All part-time employees in the Cook Classification will be contacted, by seniority, and offered such open Dietary Aide Classification shifts at straight time at their current rate of pay providing that they have not maximized their number of straight time hours in any week.

**Signed in** Lindsay **, Ontario this** 20 **day of** October **, 2026.**

**FOR THE EMPLOYER**

Signed by: Liana Patterson FD2850CFD6414CE...

DocuSigned by: 6279B2550C8E4AD...

Signed by: Kyle Cotton 78B04726988A49A...

Signed by: E5A9CB7A0E6D42D...

Signed by: Anna-Lisa Issel 037C099C06AE4E4...

**FOR THE UNION**

Signed by: 154237CBA047470...

DocuSigned by: Sheryl Morgan BE454BB08480446...

Signed by: Steve Brasier 0CF16A3E056447F...

Signed by: Adam Coones 376F3CE9763B44D...

## LETTER OF UNDERSTANDING #3 – DIETARY – ARTICLE 12.01 (f)

**Between**

**CORPORATION OF THE CITY OF KAWARTHA LAKES (VICTORIA MANOR)**

**And**

**CANADIAN UNION OF PUBLIC EMPLOYEES AND ITS' LOCAL 1167**

(a) Article 12.01 f) of the Collective Agreement requires a minimum of twelve (12) hours off between shifts.

(b) There are currently Dietary Aide shifts that end at 7:15 pm and Dietary Aide shifts that begin at 7:00 am the following day.

(c) Employees would be restricted from picking up these shifts or being scheduled these shifts due to the twelve (12) hour restriction.

(d) The parties agree that Dietary Aide employees whose shifts finish at 7:15 pm shall be permitted to pick up shifts or to be scheduled for shifts with a 7:00 am start time on the following day, as per their availability and would not constitute a violation of Article 12.01 f).

**Signed in** Lindsay **, Ontario this** 20 **day of** October **, 2026.**

**FOR THE EMPLOYER**

Signed by: Liana Patterson

DocuSigned by:

6279B2550C8E4AD...

Signed by: Kyle Cotton
78B04726988A49A...

Signed by:
E5A9CB7A0E6D42D...

Signed by: Anna-Lisa Issel
037C099C06AE4E4...

**FOR THE UNION**

Signed by:

DocuSigned by: Sheryl Morgan
BE454BB08480446...

Signed by: Steve Brasier
0CE16A3F056447F...

Signed by: Adam Coones
376F3CE9763B44D...

## LETTER OF UNDERSTANDING #4 – ARTICLE 12.01 (g)

**Between**

**CORPORATION OF THE CITY OF KAWARTHA LAKES (VICTORIA MANOR)**

**and**

**CANADIAN UNION OF PUBLIC EMPLOYEES AND ITS' LOCAL 1167**

Re: 12.01 (g)

This LOU represents the parties agreement to have a defined number of shifts that are able to work outside the hours listed in Article 12.01 (g).

The parties agree to the following positions and their permitted hours.

1. One (1) full-time Registered Practical Nurse (RPN) InterRAI. Monday to Friday 8:30 AM to 4:30 PM.
2. One (1) full-time Registered Practical Nurse (RPN) –Restorative (InterRAI). 8:30 AM to 4:30 PM.
3. One (1) full-time Personal Support Worker (PSW) - Behavioural Support Ontario. 12:00 PM to 8:00 PM including every other weekend.
4. One (1) full-time Personal Support Worker (PSW) - Behavioural Support Ontario. 10:00 AM to 6:00 PM including every other weekend.
5. One (1) full-time Registered Practical Nurse (RPN) - Behavioural Support Ontario. 11 :00 AM to 7:00 PM, including every other weekend.

**Signed in** Lindsay **, Ontario this** 20 **day of** October **, 2026.**

**FOR THE EMPLOYER**

Signed by:
Liana Patterson
FB2060FD6414GE...

DocuSigned by:
M.Em
6279B2553C6E4AB...

Signed by:
Kyle Cotton
7850472698849A...

Signed by:
E5A9CB7A0E6D42D...

Signed by:
Anna-Lisa Issel
697G093G60AE4E4

**FOR THE UNION**

Signed by:
131237C3A2474C...

DocuSigned by:
Sheryl Morgan
BE454B5054B0446

Signed by:
Steve Brasier
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Signed by:
Adam Coones
376F3CE9763544D...

# LETTER OF UNDERSTANDING #5 – PRECEPTORSHIP PAY

**Between**

**CORPORATION OF THE CITY OF KAWARTHA LAKES (VICTORIA MANOR)**

**And**

**CANADIAN UNION OF PUBLIC EMPLOYEES AND ITS' LOCAL 1167**

This LOU represents the parties agreement to Preceptorship pay, effective January 1, 2027:

## Definition

A Preceptor is an employee who is assigned by the Employer to provide direct instruction, guidance, and formal evaluation of a student enrolled in a Registered Practical Nurse (RPN), or Personal Support Worker (PSW) program during a clinical placement or practicum.

## Assignment

(a) Preceptor assignments will be made by the Employer.
(b) Such assignments will be clearly identified in advance of the shift or assignment.
(c) Where operationally feasible, the Employer will consider employees who express interest in performing preceptor duties.

## Premium Pay

(a) An employee assigned as a preceptor shall receive a premium of $1.00 per hour for all hours during which they are performing preceptor responsibilities.
(b) This premium shall be paid as a lump sum at the conclusion of the preceptorship and is in addition to the employee's regular rate of pay and any other applicable premiums.

## Eligibility for Preceptor Pay

Preceptor premium shall apply only where the employee:

- Has been formally assigned as the preceptor; and
- Is responsible for the direct instruction guidance, and evaluation of the student, including completion of required documentation.
- The Employer will provide training

Employees who provide incidental guidance, support, or assistance to students without formal assignment shall not be eligible for the premium.

## General

(a) Only one (1) employee shall be designated as the preceptor for a student at any given time unless otherwise determined by the Employer.
(b) The Employer may provide orientation or guidance related to the preceptor role.

**Signed in** Lindsay **, Ontario this** 20 **day of** October **, 2026.**

| FOR THE EMPLOYER | FOR THE UNION |
|---|---|
| Signed by: Liana Patterson | Signed by: |
| DocuSigned by: | DocuSigned by: Sheryl Morgan |
| Signed by: Kyle Cotton | Signed by: Steve Brasier |
| Signed by: | Signed by: Adam Coones |
| Signed by: Anna-Lisa Issel | |

## LETTER OF UNDERSTANDING #6 - Experience pay for Registered Practical Nurses

**Between**

**CORPORATION OF THE CITY OF KAWARTHA LAKES (VICTORIA MANOR)**

**And**

**CANADIAN UNION OF PUBLIC EMPLOYEES AND ITS' LOCAL 1167**

This LOU represents the parties agreement to Experience pay for Registered Practical Nurses.

An employee hired by the Employer as a Registered Practical Nurse (RPN) with recent and related full-time service or comparable part-time service, may claim at the time of hiring, on a form supplied by the Employer, consideration for such experience. Any such claim shall be accompanied by verification of previously related experience. The Employer shall then determine and evaluate such experience during the probationary period. The employee shall be placed in the step of the wage progression consistent with one (1) year's service (one thousand five hundred (1,500) hours worked shall equal one (1) full year of service) on the completion of the employee's probationary period. It is understood and agreed that this shall not constitute a violation of the wage schedule in the Collective Agreement, and credit will only apply on wages.

**Signed in** Lindsay **, Ontario this** 20 **day of** October **, 2026.**

**FOR THE EMPLOYER**

Signed by: Liana Patterson
FD2850CFB01114CE...

DocuSigned by:
827JBZ58UC8E4RD...

Signed by: Kyle Cotton
70B64725636A43A...

Signed by:
55A9CB7A0E8D42D...

Signed by: Anna-Lisa Issel
037C099C06AE4E4...

**FOR THE UNION**

Signed by:
151237CBA2474C...

DocuSigned by: Sheryl Morgan
BE454BB08480446...

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Signed by: Adam Coones
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