COLLECTIVE AGREEMENT

-between-

SOUTHLAKE RESIDENTIAL CARE VILLAGE
(THE "EMPLOYER")

-and-

THE CANADIAN UNION OF PUBLIC EMPLOYEES
AND ITS LOCAL 2040
(THE "UNION")

TERM OF AGREEMENT

July 1, 2024 to June 30, 2026

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THE PARTIES RECOGNIZE AND AGREE THAT ALL MEMBERS OF THE ORGANIZATION COMMUNITY HAVE THE RIGHT TO LIVE, WORK AND OR VISIT IN AN ENVIRONMENT THAT IS FREE FROM HARASSMENT, ABUSE AND DISCRIMINATION. 61

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ARTICLE 1 - PREAMBLE

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

(a) to maintain and improve harmonious relations and settled conditions of employment between the Employer and the Union.

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

(c) to encourage efficiency in operations.

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

(e) to encourage full co-operation in meeting Ministry standards.

ARTICLE 2 - MANAGEMENT RIGHTS

2.01 The Union acknowledges that all management rights and prerogatives are vested exclusively with the Employer and without limiting the generality of the foregoing; it is the exclusive function of the Employer.

a) to determine and establish standards and procedures for the care, welfare, safety and comfort of the residents of the nursing home;

b) to maintain order, discipline and efficiency and in connection therewith to establish and enforce reasonable rules and regulations, policies and practices from time to time to be observed by its employees and to alter such rules and regulations from time to time;

c) to hire, discharge, transfer, lay-off, recall, promote, demote, classify, assign areas of responsibility, suspend or otherwise discipline employees for just cause, provided that a claim of discriminatory transfer, promotion, demotion, or classification, or a claim that an employee has been discharged or disciplined without just cause, may be the subject of a grievance and dealt with as hereinafter provided;

d) to have the right to plan, direct and control the work and direction of employees and the operation of the nursing home;

e) to exercise any of the rights, powers, functions or authority which the Employer held prior to the signing of this agreement, except as those rights, powers, functions or authority are specially abridged or modified by this agreement.

2.02 The Employer will not exercise its rights or make or enforce regulations in a manner inconsistent with the provisions of this agreement.

ARTICLE 3 - SCOPE AND RECOGNITION

3.01 **Bargaining Unit**

The Employer recognizes the Union as the sole and exclusive collective bargaining agent for all employees of the Employer and its nursing home in Newmarket, Ontario, save and except supervisors, persons above the rank of supervisor, registered and graduate nurses, physiotherapists and occupational therapists.

3.02 **No Other Agreements**

No employee shall be required or permitted to make a written or verbal agreement with the Employer or his representatives which may conflict with the terms of this collective agreement.

3.03 **Correspondence**

All correspondence between the Employer and the Union arising out of this agreement or incidental thereto shall pass to and from the Administrator and the Secretary of the Union and the C.U.P.E. National Representative.

3.04 The Employer will notify the Union of all new hirings, terminations, promotions, demotions or transfers on a monthly basis. Classification and addresses of bargaining unit employees will be made available to the Union as necessary.

3.05 The Employer agrees to inform the Union as soon as practical of issues, actions or decisions which directly impact on the working conditions of employees.

ARTICLE 4 - NO DISCRIMINATION

4.01 The Employer and the Union agree to abide by the provisions of the *Ontario Human Rights Code*. There shall be no discrimination or harassment on the part of the Employer or the Union by reason of race, creed, colour, marital status, sex, nationality, ancestry, place of origin, residence, age, political affiliation, handicap, including physical or mental disability or other factors not pertinent to performance with respect to employment, placement, promotion, salary determination or other terms of employment.

The Employer and the Union recognize that pursuant to Section 17 of the *Ontario Human Rights Code* they share duties and responsibilities to accommodate employees with disabilities.

4.02 There shall be no discrimination or harassment by the Employer or the Union against any employee on account of membership in or activities on behalf of the Union.

The Union agrees that there will be no harassment of Management personnel by its officers in dealing with labour relations matters.

4.03 The Union agrees that there shall be no intimidation, interference, or coercion exercised against any employee of the Employer by any of its members or representatives, and that there shall be no Union activity on the Employer's premises except as specifically provided for in this agreement.

ARTICLE 5 - UNION SECURITY

5.01 All employees of the Employer shall, as a condition of employment, become and remain members in good standing of the Union, according to the constitution and by-laws of the Union. As a condition of employment, all new employees of the bargaining unit shall become and remain members in good standing of the Union within thirty days of employment.

A representative of the Union shall be given an opportunity to meet with all new employees for a fifteen (15) minute period during their orientation period in order to explain the purpose of the Union and its relationship at the workplace. Meetings between the Union representative and new employee will be arranged by management during the last day of the new employee's orientation period. The representative will be governed by Article 9.03.

5.02 Work of the Bargaining Unit

(a) Persons whose jobs (paid or unpaid) that are not in the bargaining unit shall not work on any jobs which are included in the bargaining unit, except in cases mutually agreed upon in writing by the Parties.

(b) It is understood, however, that Management personnel may perform work for the purpose of instructing members of the bargaining unit, for experimental purposes, or in emergencies.

(c) It is also understood and agreed that unpaid volunteers may perform services which are normally performed by volunteers, in order to enhance the well-being of the residents.

5.03 No Contracting Out

In order to provide job security for the members of the bargaining unit, the Employer agrees that all work or services performed by the employees shall not be sub-contracted, transferred, leased or assigned in whole or in part, to any other person, company, or non-bargaining unit employee.

5.04 Technological Change

(a) For the purpose of this agreement, the term "technological change" shall be understood to mean changes introduced by the Employer in the manner in which it carries out its operations or services where such change or changes has a major effect on the terms and conditions or security of employment of members of the bargaining unit or alters the basis on which this agreement was negotiated.

(b) The Employer agrees to discuss the implementation of the technological change with the Union in order to review possible ways to lessen the impact of the possibility of loss of employment from the change. However, it is recognized that the Employer has the right to introduce any technological change after such discussion in accordance with Article 2.

ARTICLE 6 - CHECK OFF OF UNION DUES

6.01 Check-Off Payments

The Employer shall deduct from every employee any dues, initiation fees, or assessment levied in accordance with the Union constitution and by-laws. Such deduction is to commence at the date of hire.

6.02 Deductions

Deductions shall be made from each payroll and shall be forwarded to the Secretary-Treasurer of the Union by not later than the 15th day of the following month, accompanied by a list of the names of employees from whose wages the deductions have been made. The Union will advise the Employer by letter of the amount of dues, initiation fee or other assessments.

6.03 The Union will save the Employer harmless from any claims that may arise from any deduction for wages in respect of check-off of monthly assessments or any action taken at the request of the Union.

6.04 T-4 slips will show Union dues deducted from each employee.

ARTICLE 7 - NO STRIKES OR LOCKOUTS

7.01 The Union agrees that there shall be no strikes, and the Employer agrees that there shall be no lockouts during the term of operation of this agreement. The meaning of the words "strike" or "lockout" shall be defined in the Labour Relations Act, R.S.O. 1991, Chapter L.2, as amended.

ARTICLE 8 - LABOUR MANAGEMENT BARGAINING RELATIONS

8.01 Union Bargaining Committee

A Union bargaining committee shall be elected or appointed and consist of not more than three members of the Union. The Union will advise the Employer of the Union's nominees to the committee. The Union will advise the Employer with the names of its officers and members of the Union bargaining committee. This list will be revised as changes occur.

8.02 Function of Bargaining Committee

Prior to the expiry of this agreement, the Employer agrees to meet with the bargaining committee to negotiate amendments to or renewal of this agreement and all related matters.

8.03 Union Representation

The Union will advise the Employer with the names of its officers. This list will be revised as changes occur. The Union shall have the right at any time to have the assistance of representatives of the Canadian Union of Public Employees when dealing or negotiating with the Employer. Such representative(s) shall have access to the Employer's premises in order to investigate and assist in the settlement of a grievance. Upon entering the Employer's premises the representative(s) shall first notify the Administrator or designate that she is on the premises.

8.04 No individual employee or group of employees shall undertake to represent the Union at meetings with the Employer without proper authorization of the Union.

8.05 Time Off for Meeting

The Employer will pay the regular rate of pay for no more than three employee members of the bargaining committee for all regularly scheduled working hours lost due to attending negotiations of this agreement or its successor with the Employer, including all conciliation proceedings, but excluding any arbitration proceedings.

8.06 Labour Management Committee

There shall be a Labour-Management Committee consisting of three (3) members of the union selected by the union, and an equal number of management representatives.

The purpose of the Committee is to discuss issues which relate to the Workplace, as well as workload concerns which affect the union, employer or any employee.

The Committee will meet quarterly.

Such meetings will be scheduled with due consideration for the operation of the nursing home.

Employees representing the union shall suffer no loss of pay while in attendance at such meetings.

ARTICLE 9 - GRIEVANCE PROCEDURE

9.01 Recognition of Union Stewards and Grievance Committee

In order to provide an orderly and speedy procedure for the settling of grievances, the Employer acknowledges the rights of the Union to appoint or elect stewards whose duties shall be to assist any employee in preparing and in presenting his grievance in accordance with the grievance procedure.

9.02 Grievance Procedure

The Grievance Committee shall be elected by the membership and notified to the Employer.

9.03 Permission to Leave Work

The Employer agrees that stewards shall not be hindered, coerced, restrained or interfered with in any way in the performance of their duties, while investigating disputes and presenting adjustments as provided in this article. The Union recognizes that each member of the grievance committee is employed by the Employer and that he will not leave his work during working hours except to perform his duties under this agreement. Therefore, no member of the grievance committee shall leave his work without obtaining the permission of his supervisor, which permission shall not be unreasonably withheld. The steward shall not leave the Employer's premises. The steward shall state his destination to his supervisor and shall report to his supervisor at the time of his return to work. The Employer reserves the right to limit the steward's absence from work if the time taken is

considered excessive or if the steward does not perform his duties under this agreement in a prompt manner.

9.04 Definition of Grievance

A grievance shall be defined as any difference arising out of the interpretation, application, administration or alleged violation of this collective agreement.9.05

9.05 Settling of Complaint/Grievances

An earnest effort shall be made to settle complaints/grievances fairly and promptly in the following manner:

Step 1

An employee having a complaint shall refer it verbally to her immediate supervisor within four (4) days of the actual occurrence leading to the grievance. The executive director/designate shall reply to the employee giving a verbal answer to the complaint within two (2) days from the date of the discussion.

Step 2

If further action is to be taken, then, within five (5) days after the decision is given in Step 1, the employee shall submit the grievance in writing, dated and signed to the Administrator or the Director of Care in the case of Nursing Staff and R.P.N.s. A meeting will then be held between the Administrator or his designated representative and the employee within five (5) days. The decision of the Administrator or his designated representative shall be given in writing within ten (10) days following the meeting.

Step 3

Should the Administrator fail to render his decision as required in Step 2 or failing settlement of any grievance under the foregoing procedure arising from the interpretation, application, administration, or alleged violation of this agreement, including any questions as to whether a matter is arbitrable, the grievance may be referred to arbitration by either the Employer or the Union. If no written notice of intent to submit the matter for arbitration is received within fourteen (14) days after the decision under Step 2 is given, the grievance shall be deemed to have been settled and abandoned.

9.06 Written Statements

When a grievance is submitted in writing by the Union, or the employee, it shall be accompanied by a written statement which shall clearly set forth the nature of the grievance, the parties involved, if other than the grievor, the remedies sought,

and the clause or clauses of this agreement said to be violated, all in clear and concise terms.

9.07 Time Limits

Time limits fixed in complaints, grievance and arbitration procedures may be extended only by the written, mutual consent of the parties. Should the Employer not respond within the time(s) fixed, such failure to respond shall be deemed to be a denial of the grievance. Should a grievance not be submitted within the various time limits specified in this agreement, unless mutually extended, the Employer or the Union will not be obliged to consider it and the same shall expire and shall not be further considered nor the subject of a further grievance.

9.08 Exclusion of Paid Holidays

Saturdays, Sundays and paid holidays designated shall not be counted in determining the time within which any action is to be taken or completed under each of the steps in the grievance procedure.

9.09 Right to Representation

(a) Where a supervisor intends to interview an employee for disciplinary purposes, the supervisor shall so notify the employee in advance of the purpose and that Union representation will be provided unless refused in writing. A steward who is on-site at the time of the meeting will attend to assist the employee unless the employee concerned objects to that steward. In such a case the meeting will be rescheduled to a time when the steward of the employee's choice is available. Any delays arising from an employee's exercise of her right to object will be without prejudice to the Employer. If the Employer requests a steward to stay beyond their regular hours of their scheduled shift, the steward will be paid the overtime rate as provided in Article 16.01.

(b) At all Steps of this grievance procedure, an aggrieved employee shall be accompanied and represented by a representative of the Union.

9.10 Facilities for Grievances

The Employer shall supply the necessary facilities for the grievance meetings. On mutual agreement between the parties, meetings may occur by teleconference or videoconference as appropriate.

9.11 Discharge Grievances

In the event that an employee is discharged from employment and the employee is feeling that the discharge is unjust, the case may then be taken up as a

grievance. It is understood that a lesser standard of just cause may be applied to probationary employees than to senior employees in matters of discipline and discharge.

9.12 Such grievance shall proceed directly to Step 2 of the grievance procedure and must be presented in writing, dated and signed within five (5) days following the discharge.

9.13 Discharge grievances may be settled by confirming the Employer's action in dismissing the employee or by reinstating the employee in a manner which is just and equitable in the opinion of the conferring parties or the Board of Arbitration as the case may be.

9.14 Agreement re Grievances

All agreements reached under the grievance procedure between the Employer and its representatives, and the Union and its representatives will be final and finding upon the Employer, the Union and the employee(s) involved.

9.15 Policy Grievance

The Union or the Employer may institute a grievance consisting of an allegation of a general misinterpretation or a violation by the Employer of this agreement in writing and which shall be processed in accordance with the grievance procedure commencing at Step 2, provided that it is presented within twenty (20) days after circumstances giving rise to the grievance have originated or occurred. However, it is expressly understood that the provisions of this clause may not be used to institute a grievance directly affecting an employee or employees which such employee or employees could themselves initiate and that the regular grievance procedure shall not be thereby bypassed.

9.16 Group Grievance

Employees may institute a group grievance where two or more employees in one or more departments allege that a specific provision or interpretation of this agreement has been violated and the employees request the same recourse of settlements.

9.17 Personnel Records

Employees shall have the right to review their personnel files in the presence of Management provided they give the Employer three (3) working days' notice in writing. Employees, upon request, may have a single copy of any document in their personnel files. Requests for copies of their files will be limited to once every two years.

9.18 Notices of Discipline on File

All notices of discipline on file will be removed and destroyed at the employee's request as follows:

i) Letters of reprimand after twelve (12) months from the date of the discipline, provided that there is no recurrence of the action giving rise to such discipline within that twelve (12) month period.

ii) Records of suspension after eighteen (18) months from the date of the discipline, provided that there is no recurrence of the action giving rise to such discipline within that eighteen (18) month period.

iii) Notwithstanding the above, both parties agree that any disciplinary action taken by the Employer as a result of resident abuse shall remain on the employee's file for a period of forty-eight (48) months.

ARTICLE 10 - ARBITRATION

10.01 Composition of Board of Arbitration

When either party requests that a grievance be submitted to arbitration, the request shall be made by email addressed to the other party of the agreement, indicating the name of its nominee on an arbitration board. Within five (5) days thereafter, the other party shall answer by email, indicating the name and address of its appointee to the arbitration board. The two nominees shall then select an impartial chairman.

The parties may, at any time, agree to refer one or more grievances under the collective agreement to a single mediator-arbitrator for the purpose of resolving the grievances in an expeditious manner as per The Ontario Labour Relations Act.

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

10.03 Failure to Appoint

If the party receiving the notice fails to appoint an arbitrator, or if the two appointees fail to agree upon a chairman within seven (7) days of their appointment, the appointment shall be made by the Minister of Labour upon request of either party.

10.04 Board Procedure

The Board shall determine its own procedure but shall give full opportunity to all parties to present evidence and make representations. In its attempts at justice, the Board shall, as much as possible, follow a layman's procedure and shall avoid

legalistic or formal procedure. It shall hear and determine the difference or allegation as soon as possible and attempt to render a decision within ten (10) days from the time the hearing is conducted.

10.05 Decision of the Board

The decision of the majority shall be the decision of the Board. Where there is no majority decision, the decision of the Chairman shall be the decision of the Board. The decision of the Board of Arbitration shall be final, binding and enforceable on all parties and may not be changed. The Board of Arbitration shall have authority only to settle grievances under this agreement and to apply this agreement to the facts of the grievance(s) involved. The Board of Arbitration shall have no power to change this agreement or to alter, modify or amend any of its provisions or give any decision inconsistent with it, nor shall any practices or customs become binding unless reduced to writing by the Employer or the Union. However, the Board shall have the power to dispose of a grievance by any arrangement which it deems just and equitable.

10.06 Disagreement on Decision

Should the parties disagree as to the meaning of the Board's decision, either party may apply to the Chairman of the Board of Arbitration to reconvene the Board to clarify the decision, which it shall do within five (5) days.

10.07 Expenses of the Board

Each party shall pay –

a) The fees and expenses of the Arbitrator it appoints;
b) One-half of the fees and expenses of the Chairman;
c) Its own expenses including pay for witnesses.

No costs shall be awarded to or against any party.

10.08 Amendment of Time Limits

The time limits fixed in both the grievance and arbitration procedure may be extended by written consent of the parties. The time limits in this agreement are mandatory.

10.09 Where it appears that two or more employees have the same grievance or the same type of grievance which are proceeding to arbitration, they shall be submitted to one Board of Arbitration. It is understood that each grievor shall have the right to make her own submissions.

10.10 Witnesses

At any stage of the grievance or arbitration procedure, the parties shall have the assistance of any employee(s) concerned as witness and any other witnesses.

All reasonable arrangements will be made to permit the conferring parties or the arbitrator(s) to have access to the Employer's premises to view any working conditions which may be relevant to the settlement of the grievance.

10.11 Either party may apply for arbitration under Section 46 of the Ontario Labour Relations Act, as an alternative to the steps outlined above.

ARTICLE 11 - SENIORITY

11.01 Seniority Defined

Seniority is defined as the length of service in the bargaining unit since the date of last hire. Seniority shall operate on a bargaining unit wide basis.

11.02 Seniority List

The Employer shall maintain a seniority list showing the date upon which each employee's service commenced. An up-to-date seniority list shall be prepared as of June 30th and December 31st of each year. A copy of the list shall be sent to the Union and posted on all bulletin boards within four (4) weeks of the cut-off dates.

11.03 Probationary Period

A newly hired employee shall be on probation until they have completed four hundred and fifty (450) hours worked from the date of last hire. During the probationary period, the Employer will keep the employee apprised of her progress and shall be entitled to all rights and provisions of this Collective Agreement, unless otherwise specified. The termination of a probationary employee shall be based on a fair and proper assessment against reasonable standards of performance and suitability. After completion of a probationary period, seniority shall be effective from the last date of hire.

11.04 Seniority

Full-time employees shall accumulate seniority and service from their last date of hire unless adjusted forward in line with Article 27.02 (a).

All part-time employees will accumulate seniority and service on the basis of hours paid by the Employer.

11.05 Transfers to Full Time/Part-Time Employment

All seniority, vacation and other credits obtained under this agreement shall be retained and transferred with the employee when she is reclassified from full time employment to part time employment and from part time employment to full time employment.

It is understood that all employees retain their present status until such time as they secure a permanent position, at which time they shall be reclassified as either full or part time.

11.06 Loss of Seniority

An employee shall lose all seniority and shall be terminated if she:

a) voluntarily quits the employ of the Employer and does not withdraw her resignation within forty-eight (48) hours;

b) is discharged for cause and the discharge is not reversed through the grievance procedure;

c) is absent for three (3) consecutive working days without notifying the Employer unless a satisfactory reason is given, and such employee shall be deemed to have quit the employ of the Employer without notice;

d) fails to report for work within seven (7) calendar days after being notified by the Employer following layoff. An employee recalled for relief or employment of short duration shall not lose his recall rights for refusal to return to work;

e) is laid off for more than twenty-four (24) calendar months;

f) fails to report for work as scheduled at the end of a leave of absence, vacation or suspension, unless she has a satisfactory reason for not doing so;

g) is on Workers' Compensation for twenty-four (24) months or under the Act, whichever is greater, or is ill for eighteen (18) months after her sick leave credits and weekly indemnity have been exhausted. The parties recognize that the above noted provision shall be subject to the provisions of the *Ontario Human Rights Code* and any other legislation where relevant and applicable;

h) retires;

i) Any relief/on call employee unavailable for three (3) months is deemed to have resigned, excluding approved leaves.

11.07 Transfers and Seniority Outside the Bargaining Unit

No employee shall be transferred to a position outside the bargaining unit without his consent. If an employee applies for and is promoted or transferred to a position outside of the bargaining unit, he shall retain his seniority acquired at the date of leaving the bargaining unit for the period of their probation in the new position (not to exceed 60 days). If an employee returns to the bargaining unit during this probationary period, they will be placed in their former position.

11.08 On Call

On-call work shall be distributed in an even manner among all employees on the on-call list on a rotating seniority basis.

ARTICLE 12 - JOB POSTING

12.01 Within five (5) business days of either a full-time, part-time or temporary position becoming vacant, such vacancy shall be posted for seven (7) calendar days. The posting shall stipulate the qualifications, classifications, rate of pay, department and shift concerned. Any classifications may not be established in any arbitrary or discriminatory manner. The Article shall not preclude the Employer from advertising outside the premises. No external candidates will be considered prior to completion of the internal job posting process. Any temporary vacancy with an anticipated duration of six (6) weeks or more will be posted as per Article 12.

12.02 An employee filling a temporary vacancy of six (6) weeks or longer duration shall not bid on any other temporary posting until the end of his/her temporary position, unless an opportunity arises which allows a part-time employee to bid on a temporary full-time posting. Employees who fill temporary positions and are part-time shall continue to be treated for all purposes as part-time employees.

12.03 If no applications are received by completion of the posted time, the Employer may fill the vacancy at his discretion.

12.04 Until the vacancy is filled, the Employer may fill the vacancy at his discretion on a temporary basis.

12.05 In cases where two or more employees apply, the Employer shall grant the position to the employee having the most seniority provided she has the necessary qualifications.

12.06 (a) If, in the Employer's opinion, after interviewing all applicants, no applicant is qualified to perform the work, the Employer may fill the vacancy at his discretion.

(b) The senior applicant who may lack some qualifications, but who wishes to qualify shall be given the opportunity to acquire the necessary skill during a trial period as provided in 12.09. Where it will be necessary for the employee to take educational or training courses to acquire the necessary skill, the employee must do so at her own expense and on her own time. Provided that the employee can demonstrate that she is making best efforts to complete such course(s) as soon as is practicable, the trial period may be required to be extended for up to 2925 hours beyond the 300 hours to enable her to do so. During the above period, the employee will regularly update the Employer as to their progress. This clause 12.05 (b) shall apply only to the first candidate who applies for a posting on this basis, subsequently clause 12.05 (a) shall apply.

12.07 The Employer will discuss with unsuccessful applicants, ways in which they can improve their qualifications for future postings.

12.08 Within seven (7) days of the date of appointment to a vacant position, the name of the successful applicant shall be posted on all bulletin boards. The Union shall be notified monthly of all appointments, hirings, layoffs, transfers, recalls and terminations of employees.

12.09 The successful applicant shall be placed on trial for a period of three hundred (300) hours. Conditional on satisfactory service, such trial promotion or transfer shall become permanent after the period of three hundred (300) hours. In the event the successful applicant proves unsatisfactory in the position during the aforementioned trial period, or if the employee finds himself unable to perform the duties of the new job classification, he shall be returned to his former position and salary without loss of seniority, while on a trial period only permanent positions may be applied for. Any other employee promoted or transferred because of the rearrangement of positions shall also be returned to his former position and salary without loss of seniority.

12.10 An employee returning from leave of absence shall have the right to return to her former position. In instances where an employee returns to work prior to the estimated date of return the Employer shall not be liable for payments to the resulting displaced employee(s). In the event that a part-time employee is the successful applicant, the part-time employee shall retain his/her part-time status during the temporary full-time period. Nothing herein shall prevent the Employer from temporarily filling any position or vacancy for a period of up to six (6) weeks duration as the Employer may deem appropriate.

ARTICLE 13 - LAYOFFS AND RECALLS

13.01 Definition of Layoff

A layoff shall be defined as a reduction in the workforce or a reduction in the regularly scheduled hours of work. Scheduled hours of an employee do not include call-ins or temporary positions.

13.02 Role of Seniority in Layoffs

Both parties recognize that job security should increase in proportion to length of service. Therefore, in the event of a layoff, employees shall be laid off in the reverse order of their seniority. An employee about to be laid off may bump an employee with less seniority, providing the employee exercising the right is qualified to perform the work of the employee with less seniority.

13.03 Grievances on Layoffs

Grievances concerning layoffs due to a reduction in the working force shall be initiated at Step 3 of the Grievance Procedure.

13.04 In the event of a layoff of a permanent or long-term nature, the Home will provide an affected employee and the Union with notice in accordance with the Employment Standards Act. However, the employment standards will be deemed to be amended to provide notice to the affected employee as follows:

If for service greater than nine years	- 9 weeks' notice
If for service greater than 10 years	- 10 weeks' notice
If for service greater than 11 years	- 11 weeks' notice
If for service greater than 12 years	- 12 weeks' notice

13.05 No full-time employee within the bargaining unit shall be laid off by reason of his/her duties being assigned to two or more part time employees.

13.06 In the event of a layoff of a full-time employee, the Employer shall pay its share of the insured benefit premiums for the duration of the entitled notice period provided for in Article 28, provided the employees pay their share (if applicable).

13.07 Laid off employees shall retain seniority, service and recall rights for 24 months from the last day of layoff.

13.08 An employee in receipt of notice of lay-off may:

a) Accept the layoff; or

b) Displace another employee who has lesser bargaining unit seniority if the employee originally subject to layoff is qualified to meet the normal requirements of the job or qualifications as required by law. An employee so displaced shall be deemed to have been laid off and shall be entitled to notice in accordance with the provisions pertaining to notice of lay-off.

An employee who chooses to exercise the right to displace another employee with lesser seniority shall advise the Employer of his or her intention to do so and the position claimed within seven (7) days after receiving the notice of lay off.

13.09 a) An employee shall have the opportunity of recall from a lay-off to an available opening in order of seniority provided he or she is qualified and able to perform the work before such opening is filled on a regular basis under the job posting procedure. The posting procedure shall not apply until recall process has been completed.

b) In determining the ability of an employee to perform the work for the purposes of the paragraph above, the Employer shall not act in an arbitrary or unfair manner.

c) An employee recalled to work in a different classification from which he or she was laid off shall have the privilege of returning to the position held prior to the layoff should it become vacant within six (6) months of being recalled.

d) No new employees shall be hired until all those laid off have been given an opportunity to return to work and have failed to do so, in accordance with the loss of seniority provision, or have been found unable to perform the work available.

e) The Employer shall notify the employee of recall opportunity by registered mail, addressed to the last address on record with the Employer. The notification shall state the job to which the employee is eligible to be recalled and the date and time at which the employee shall report for work and the rate of pay. The employee is solely responsible for his or her proper address being on record with the Employer.

f) Employees on layoff shall be given preference for temporary vacancies which are expected to exceed ten (10) working days. An employee who

has been recalled to such temporary vacancy shall not be required to accept such recall and may instead remain on layoff.

13.10 Where the Employer identified that a reduction in staffing may be necessary, the Employer shall, prior to giving to the employees any notice of layoff, including reduction in hours, meet with the Union to discuss the situation and any possible means of minimizing staff impact.

ARTICLE 14 - HOURS OF WORK

14.01 This article defines the normal hours of work for a full-time employee and is not a guarantee work per day or per week or a guarantee of days of work per week.

14.02 The working day for full time employees covered by this agreement shall consist of seven and one-half (7 ½) hours excluding the meal period, which shall be continuous and uninterrupted for a period of not less than one-half (1/2) hour. It is recognized that situations do arise in the nursing home setting and on such occasions, employees may be requested to interrupt their lunch period. However, the time lost by such interruption will be granted by allowing alternate free time in the shift or compensation.

14.03 This article shall not preclude the implementation of modified daily or bi-weekly hours of work by mutual agreement between the Union and the Employer.

14.04 Meal Period

The meal period shall be at least a one-half hour (1/2), to be scheduled by the Employer during the employee's shift whether day, evening or night.

14.05 Rest Breaks

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

b) Employees working less than five (5) hours will only have one break period of fifteen (15) minutes.

c) The Employer and the Union may change the practice in (a) to provide any other reasonable combination.

14.06 Commitment re Part-Time Employees

Part time employees who are covered by this agreement may be requested by the Employer to work more than 22 ½ hours per week averaged over the duty roster cycle. For example, during the summer months, at Christmas – New Year

period, and at least on alternate paid holidays, and to replace an employee who fails to report for his scheduled shift, if requested, at any of these times. It is understood that the Employer will recognize the integrity of the part-time position and will not make unreasonable requests for additional work by part-time employees.

All part-time employees shall provide their availability (beyond their regular scheduled shifts, if any) in writing, two weeks prior to the start of the next posted schedule. The employer shall not refuse to accept an offer from an employee to make a written commitment to be available for work on a regular predetermined basis; however, this shall not constitute a guarantee of additional work.

ARTICLE 15 - WORK SCHEDULE

15.01 The Employer shall post work schedules at least two (2) weeks prior to the effective date of the schedule.

15.02 Requests for specific days off shall be submitted to the supervisor four (4) weeks prior to the requested day off.

15.03 Requests for change in posted work schedules must be submitted in writing and co-signed by the employee willing to exchange days off or shifts and are subject to the discretion of the Department Head.

In any event, it is understood that such change initiated by the employee and approved by the Employer shall not result in overtime compensation or payment or any other claims on the Employer by an employee under the terms of this agreement.

15.04 If an employee's request for time off or exchange of scheduled shifts results in a conflict with the provisions of this article, the said request and the granting of such shall not be a violation of this agreement.

15.05 An employee may be required to work for more than five (5) consecutive days to provide for days off on a consecutive rotation basis of four (4) days off bi-weekly and shall be taken on such days as shall be specified by the Employer. The Employer, to the best extent possible, shall arrange shift schedules such that an employee is not scheduled to work for more than five (5) consecutive days. The Employer may switch scheduled days off to accommodate an emergency situation, provided the switch is mutually agreed to with the employees affected.

15.06 In order to provide the nursing home with twenty-four (24) hours continuous service, employees may be required to work over three (3) shifts. An employee requesting specific shifts on a permanent basis may be granted such request when possible.

15.07 The shift commencing at or about midnight shall be considered the first shift of each working day. A shift shall be deemed to be entirely within the calendar day in which the majority of hours fall, regardless of what calendar day any part of such shift was actually worked.

15.08 There shall be no split shifts for full-time employees.

15.09 At least fifteen and one-half (15½) hours' time off shall be scheduled between shifts or change-over shifts unless mutually agreed between the Employer and the Union.

15.10 The Employer shall endeavour to arrange shifts so that weekends off are distributed fairly.

15.11 Should an employee report for work at the regularly scheduled time for her scheduled shift and no work is available, such employee will be entitled to four (4) hours pay or her scheduled hours, whichever is the lesser, at the employee's regular rate of pay provided that:

1) The employee has not been previously notified by the employer to the contrary, and

2) If requested by the Employer, the employee shall perform a minimum of four (4) hours if such available work as the Employer may assign.

15.12 The Employer will endeavour to reply to a request for time off within two (2) weeks after said request has been submitted.

15.13 Shifts of work, whether call in or vacant shifts on the schedule, shall be offered to employees first at regular rates of pay, then at overtime rates of pay, before securing agency replacement.

ARTICLE 16 – OVERTIME

16.01 Overtime Defined

Overtime shall be paid for all hours worked over seven and one half (7½) in a shift and seventy-five (75) hours bi-weekly at the rate of time and one-half the employee's regular rate of pay provided that all such overtime is authorized by the Supervisor or the Administrator.

16.02 Part-time Employees

Part-time employees who are scheduled to work less than seventy-five (75) hours in a two (2) week period will not qualify for overtime on an assigned day off as stipulated above unless they have completed seventy-five (75) hours of work in the scheduled work period.

16.03 Tag End

Time less than fifteen (15) minutes per day shall be counted as overtime within the meaning of Article 16.01. However, the employee shall have the option of claiming compensation or lieu time. The Employer shall have the right to require employees to work less than fifteen (15) minutes per day overtime.

16.04 No Pyramiding

There shall be no pyramiding of any premium pay, (overtime and paid holiday pay, etc.) except in the case of shift premium and weekend premium.

16.05 No Layoff to Compensate for Overtime

An employee shall not be required to be laid off during regular hours to equalize any overtime worked.

16.06 An employee who is absent on paid time during his scheduled work week because of sickness, bereavement, holidays or vacation, shall for the purpose of computing overtime pay, be considered as if he had worked during his regular hours during such absence.

16.07 Sharing Overtime

Overtime shall be voluntary except that the Employer shall have the right to order overtime should no employee be willing to work.

Overtime and callback time shall be divided as equally as possible among employees normally doing the work who are willing and qualified to perform the available work.

In the case of immediate need, should no employee be willing to work overtime, the Employer has the right to order overtime starting with the lowest seniority person on duty within the department to stay and perform the work available.

16.08 Call Back Guarantee

If an employee is called back to work within fifteen and one half (15½) hours after working his scheduled regular shift, he shall receive the overtime rate of pay for all hours worked with a minimum of three (3) hours. If the extra time worked commences within less than three (3) hours before the start of a scheduled shift, the three (3) hour minimum will not apply, and the employee will receive overtime rates from the time he commenced to work until the start of his scheduled shift.

ARTICLE 17 - PAID HOLIDAYS

17.01 Employees who qualify under this Article shall receive the following paid holidays:

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

17.02

a) Two (2) Float Days will be available for those employees who qualify under this article.

b) A "Floating Holiday" is to be taken at a time mutually agreed upon between the Employer and the Employee, shall not be cumulative and is only available to employees who have completed their probationary period. For the purposes of the float day, the holiday will be granted each year between January 1st and December 31st.

17.03 Computation of Paid Holiday Pay

Holiday pay will be computed on the basis of the number of hours the employee would otherwise work had there been no holiday at his regular rate of pay.

17.04 Qualified for Payment

In order to qualify for holiday pay, an employee must be eligible for payment of his scheduled shift immediately preceding and immediately following the holiday, including the float holiday, except where the employee is absent due to illness. If an employee is absent on a paid holiday when scheduled to work, he or she shall forfeit all pay for the holiday unless due to illness, accident or other authorized leave of absence of thirty (30) days or less.

Part-time employees who have worked on twelve (12) days out of the previous twenty-eight (28) days shall also be paid for holidays not worked.

17.05 Employees who work on a Holiday

All employees shall be paid at the rate of one and one-half (1½) times their applicable hourly rate for work performed on paid holidays as set out in Article 17.01. Such employees shall also be entitled to an additional day off with pay normally within a period of eight (8) weeks after the holiday to be scheduled by mutual agreement not to be unreasonably withheld taking into consideration the operational requirements of the facility. In lieu of the provision, the Employer and the employee may agree that the employee will receive an additional day's pay.

17.06 Holiday Falling on Day Off

If any of the holidays named in Article 17.01 occur on a regular day off of an employee entitled to holiday pay subject to clause 17.04, the employee shall receive an additional day off in lieu thereof normally within eight (8) weeks after the holiday unless otherwise arranged between the employee and the Employer such agreement not to be unreasonably withheld taking into consideration the operational requirements of the facility.

17.07 On or about September 15 in each year, the Home shall post a Christmas and New Year's preference sheet and each employee shall indicate her preference of holiday time to be scheduled off. The preference sheet shall be removed by October 6 and by the 15th of November or such date agreed between the parties, the Employer shall post the approved Christmas and New Year's schedule taking into account the operational needs of the employer and the employee's preference. Where more employees have indicated the same holiday time off then the Employer can reasonably grant, preference will be given by seniority.

17.08 All employees requesting that their names be placed on the on-call list must agree to work on either Christmas Day or New Year's Day. A refusal to work on one day or the other, if given a minimum of two (2) weeks' notice, shall be grounds for immediate dismissal by the Employer and removal from the on-call list.

17.09 While an employee is off work due to an occupation accident associated with his employment with the Employer, and this accident is recognized by the Worker's Safety & Insurance Board as compensable under the Workers' Safety & Insurance Act, such employee shall not be entitled to receive any paid holiday during that period.

ARTICLE 18 - VACATIONS

18.01 Length of Vacation

A full-time employee shall receive an annual vacation with pay in accordance with his years of service as of the vacation cutoff date as follows:

(a) Less than one year - 1 working day for each month to a maximum of 10 days with the total amount of pay for all days taken equal to 4% gross earnings in the period of less than one year.

One year or more	2 weeks at 4% of gross annual earnings
Three years or more	3 weeks at 6% of gross annual earnings
Six years or more	4 weeks at 8% of gross annual earnings
Fifteen years or more	5 weeks at 10% of gross annual earnings
Twenty-two years or more	6 weeks at 12% of gross annual earnings
Twenty-eight years or more	7 weeks at 14% of gross annual earnings

(b) (i) All part-time employees will be entitled to two (2) weeks' vacation following the anniversary date of their commencement, each year.

(ii) Subsequent increased vacation entitlement will be earned on completion of years of service in accordance with Article 29.01 (c).

18.02 Annual Cut-off Date

For the purpose of calculating eligibility, the vacation year shall be the period from July 1st of any year to June 30th of the following year, except as provided in 18.01 (b) (i).

18.03 Non-Cumulation of Vacations

Vacations are not cumulative from year to year and all vacations shall be taken by June 30 of each year's end. Employees may not waive a vacation and draw double pay

18.04 Compensation for Holidays Falling Within Vacation Scheduling

If a paid holiday falls or is observed during an employee's vacation period, he shall be allowed an additional vacation day with pay on a date mutually agreed, but where possible such day will be added to the employee's vacation.
Failing agreement, the Employer may schedule such day or pay an additional day's pay.

18.05 Vacation Pay

Vacation pay for each week of vacation shall be paid on the regular pay period that the vacation is scheduled.

18.06 Vacation Pay on Termination

An employee terminating his employment at any time in his vacation year, before he has had his vacation, shall be entitled to a proportionate payment of salary or wages in lieu of such vacation.

18.07 Vacation Schedules

Vacation schedules shall be posted by May 1st of each year and shall not be changed unless mutually agreed upon by the employee and the Employer. Where possible, vacations shall commence immediately following an employee's regularly scheduled days off. The period at which employees shall take vacation shall be based on the selection by the employees according to seniority but shall be finally determined by the Administrator having due regard for the proper and efficient operation of the nursing home.

18.08 Unbroken Vacation Period

An employee shall be entitled to receive his vacation in an unbroken period unless otherwise mutually agreed upon between the employee and the Employer.

18.09 Time of Payment and Return

Prior to leaving on vacation, employees shall be advised as to the date and time on which to report to work following vacation. Vacation pay will be issued during their vacation period. If any employee takes vacation before full entitlement is earned and fails to complete service, the Employer shall have the right to recover the value of over payment.

18.10 Employees who wish to take winter vacation may not have Christmas Day and New Year's Day, but within the terms of reference of 18.07, employees may have one or the other included in said vacation period.

18.11 Individual Vacation Days

The parties agree that employees with three (3) or more years of service shall be allowed to use one week of vacation, or five (5) working days, as single vacation days. Employees with ten (10) years or more years of service shall be allowed to use two (2) weeks of vacation or ten (10) working days as single vacation days.

Employees will be paid 1/5th of one week's vacation pay for each single day taken. This payment shall be from the employee's vacation accrual bank.

Requests for single vacation days shall be in accordance with the scheduling provisions of the Collective Agreement. This practice shall be a trial for the term of the Collective Agreement and shall not be automatically renewed.

ARTICLE 19 - SICK LEAVE

19.01 Weekly Indemnity

The Employer shall provide the following weekly indemnity coverage for all full-time employees who have completed their probationary period. Such weekly indemnity coverage may be provided by the Employer through an insurance carrier in which event the Employer shall pay 100% of the cost of the premiums.

19.02 The weekly indemnity payments shall commence on the first day of hospitalization or accident, or on the eighth day of non-hospitalized illness and shall be at the rate of 66 2/3% of the employee's regular weekly wages. Such coverage shall continue for a period of seventeen weeks for each occurrence. The cap on weekly indemnity payments shall be $700.00, effective the month following the month in which the second party ratifies increases to $800.00.

19.03 Full time employees who have completed their probationary period shall accumulate sick leave credits from their date of hire at the rate of one-day credit for each one month of active employment up to a maximum of fourteen days credit.

19.04 Full time employees may draw upon any sick leave credits which they have accumulated and apply such credits as compensation during the first seven calendar days of illness or to top off the weekly indemnity benefits until such accumulation is exhausted.

19.05 Any employees who had accumulated sick leave credits under the sick leave provisions which existed prior to April 30, 1985, shall have their credits banked by the Company. Such banked credits may also be utilized for the purpose of compensating the employee for the first seven calendar days of absence because of non-hospitalized illness or to top off the weekly indemnity benefits. Any employee who continues to have unused sick leave credits which accumulated under the sick leave provisions which existed prior to April 30, 1985, banked to his credit at the time the employee severs his employment, retires or dies, shall be entitled to be paid, at the rate of pay immediately prior to the severance, retirement or death, the equivalent of 50% of such accumulated sick leave credits. The Employer shall notify all present employees, in writing, of the total

accumulated sick leave credits which will be banked to their credit as of April 30, 1985.

19.06 All part-time employees shall accumulate sick leave in accordance with the provisions set out above based on one- and one-half days of sick leave for every 162.5 hours worked.

19.07 All part time employees who had accumulated sick leave credits under the sick leave provisions which existed prior to April 30, 1985, shall have their credits banked by the Company. Any employee who continues to have unused sick leave credits which accumulated under the sick leave provisions which existed prior to April 30, 1985 banked to his credit at the time the employee severs his employment, retires or dies, shall be entitled to be paid, at the rate of pay immediately prior to the severance, retirement or death, the equivalent of 50% of such accumulated sick leave credits. The Employer shall notify all present employees, in writing, of the total accumulated sick leave credits which will be banked to their credit as of April 30, 1985.

19.08 An employee may be required to produce a certificate from a doctor for any illness in excess of three (3) working days, certifying that such employee is unable to carry out his/her duties due to illness. The Employer shall have the right to require an employee to produce a doctor's certificate for a period of less than three (3) days absence due to illness if an employee's record indicates a pattern of intermittent absenteeism.

Where the employer requires that the employee produce a doctor's certificate and the doctor charges the employee for such certificate outside OHIP, the employer will reimburse the employee upon proof of payment.

19.09 An employee absenting himself on account of personal illness or injury must notify the employer two (2) hours prior to the time that the employee would normally report for work, where possible. Failure to give adequate notice, unless such failure is unavoidable, may result in the loss of sick leave benefits for that day of absence and all other scheduled working days until adequate notification is given.

19.10 Deductions from Sick Leave

Absence on account of illness for less than half a normal working day shall not be deducted. Absence for half a normal working day or more, and less than a full day, shall be deducted as one-half a normal working day.

19.11 Notice of Intention of Return

During any illness or injury, the employee will notify the Employer of his intention to return to work as far in advance as possible, when returning from weekly indemnity such notice shall be in writing. Failure to advise the department head

by the times specified below may result in the absent employee being replaced for the next scheduled shift, and in such event the Employer shall not be obliged to pay the employee for that shift.

a) In the case of the day shift the department head must be notified by 2:30 p.m. of the date before the commencement of the shift.

b) In the case of the afternoon shift, the department head must be notified by 10:00 a.m. of the day of the shift commencement.

c) In the case of the night shift the department head must be notified by 2:30 p.m. of the day of the shift commencement.

The schedule set forth above may be changed by mutual agreement.

d) Employees returning from a long-term leave shall be placed on the schedule as soon as possible but no later than one (1) week following notification of return.

19.12 Worker's Safety & Insurance Act

a) If an employee is prevented from performing his regular work with the Employer on account of an occupation accident associated with his employment with the Employer, and this accident is recognized by the Workers' Safety & Insurance Act as compensable within the meaning of the Act, the Employer will on request, supplement the award made by the Workers' Safety & Insurance Board for loss of wages to the employee by such an amount that the award of said Board and the Employer supplementation will equal 100% of the employee's regular pay cheque in effect at the time of the illness or injury (exclusive of any overtime, etc.) and the employee's sick leave credits will be reduced proportionately. This will be affected by the employee providing the Employer with copies of their payment from W.S.I.B. and the Employer issuing the employee a pay cheque for payment of the difference between W.S.I.B. for 100% of regular wages. When the application for compensation is made, the employee shall advise whether or not he wishes the Employer supplementation. Any payments so made by the Employer will cease when the accumulated sick leave has been exhausted.

b) An employee receiving benefits under the Worker's Safety & Insurance Act shall be entitled to benefits for the month of injury and twelve (12) months thereafter.

c) An employee shall be credited with vacation credits and pay for the first twelve (12) months only.

d) If an employee returns to work under the modified work program endorsed by the Worker's Safety & Insurance Board, such return to work shall be considered a continuation of the employee's current period on Worker's Safety & Insurance premiums, from the date of injury.

e) If an employee on the modified work program does not work on a Paid Holiday, such employee will be eligible to receive holiday pay, if they have worked 12 of the last 28 days. Pay shall be based on the average of hours worked in their working days during the immediately preceding two (2) bi-weekly pay periods.

f) Subsequent to the period set out in (b) above, employees may continue benefit coverage as long as the employment relationship continues, providing they make arrangements with the Employer to pay the Employer and employee portion of all benefit premiums to the Employer by the 15th of the month on which the premium is due.

19.13 Union-Employer Co-operation

The Union agrees to co-operate with the Employer in controlling any unnecessary use of sick leave.

19.14 Sick Leave Records

Any employee wishing to know their accrued sick leave credit may request same from their department head or designate.

ARTICLE 20 - LEAVE OF ABSENCE FOR UNION BUSINESS

20.01 Upon written request, leaves of absence without pay may be given to employees for Union business, subject to the provisions in Article 20.02. The Union agrees in making requests for such leave of absence that it will not unduly affect the proper operations of the home. However, the Employer agrees that permission for such leave will not be unreasonably withheld.

20.02 Leave of absence will be granted according to the following conditions:

a) Up to five (5) employees may be granted such leave at any one time.

b) The aggregate total of such leave shall not exceed thirty (30) days per person in any calendar year. Where in exceptional circumstances the Union requests additional leave for an individual over and above the 30 days the employer will give due consideration to granting such request up to an additional 10 days per calendar year.

c) The parties agree that in the event an executive member is elected to a position within the CUPE organization, it is agreed and understood that more time off for union business may be required than the time frame identified in 20.02 (b). Such permission shall not be unreasonably withheld.

20.03 For such leave of absence, the Union will give as much notice as possible, but no less than fourteen (14) days.

20.04 The Employer agrees to pay the normal wages for days of absence granted to an employee under this Article, subject to the Union reimbursing the Employer upon receipt of the invoice for same within thirty (30) days.

ARTICLE 21 - BEREAVEMENT LEAVE

21.01 Upon the death of an employee's spouse (including same sex spouse and common law spouse), child or stepchild, an employee shall be granted leave up to a maximum of five (5) days without loss of pay, ending with the day following the day of the funeral.

21.02 Upon the death of an employee's mother, father, stepparents, mother-in-law, father-in-law, brother, sister, brother-in-law, sister-in-law, legal guardian, grandparents, great grandparent, grandchildren, son-in-law or daughter-in-law the employee shall be granted leave up to a maximum of three (3) days without loss of pay, ending the day of the funeral.

21.03 It is agreed that this leave is to apply only where the employee is in attendance at the funeral and pay for such days of absence is limited to the days actually missed from work as per the employee's scheduled working days. If the funeral is not attended, the paid leave shall be limited to two (2) days ending not later than the day of the funeral.

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

21.05 An employee will not be eligible to receive payment under the terms of Bereavement Leave for any period in which he/she is receiving payments for holiday pay or vacation pay.

NOTE: It is understood that if an employee is on sick leave and attends the funeral, the bereavement leave will not be charged against sick leave accumulated.

21.06 Where it is necessary, the employee may be granted additional unpaid leave at the discretion of the Employer, having regard for the proper operation of the home.

ARTICLE 22 - LEAVE OF ABSENCE FOR PREGNANCY

22.01 Pregnancy and parental leaves will be granted in accordance with the Employment Standards Act of Ontario unless otherwise amended or as covered under this Collective Agreement.

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 two (2) weeks' notice, in writing, of the day upon which she intends to commence her leave of absence, unless impossible, and furnish the Employer with a certificate of a legally qualified medical practitioner stating that she is pregnant and giving the estimated day upon which delivery will occur.

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

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

Additional leave of absence may be taken under 22.01 (a) (i) Parental Leave.

(b) An employee who does not apply for leave of absence under 22.01 (a) (i) and who is otherwise entitled to pregnancy leave, shall be entitled to and shall be granted leave of absence in accordance with 22.01 (a) (i) upon providing the Employer, before the expiry of two (2) weeks after she ceased to work, with a certificate of a legally qualified medical practitioner stating that she was not able to perform the duties of her employment because of a medical condition arising from her pregnancy, and giving the estimated day upon which, in his opinion, delivery will occur or the actual date of her delivery.

(c) During the period of leave, the Employer shall continue to pay the Employer's portion of medical, dental, group life, and other benefits included and prescribed by the Employment Standards Act if the employee elects, in writing, to continue her share of the premiums and pays her portion by the fifteenth (15^{th}) of the month that the premiums are due.

(d) An employee who intends to resume her employment on the expiration of the leave of absence granted to her under this article shall so advise the Employer when she requests the leave of absence. On her return to work, the Employer shall reinstate the employee to her position or provide her with alternative work of a comparable nature at not less than her wages at the time her leave of absence began.

All employees who fill vacancies as a result of the above absence 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 her 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 22.01(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.

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

(h) Pregnancy Leave SUB -to be effective once the scheme is approved by the *EI Authorities*

An Employee must complete ten (10) months of continuous service prior to the expected date of birth to be paid a supplemental Employment Insurance Benefit.

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

That benefit will be the equivalent to the difference between seventy-five percent (75%) of her regular weekly earnings (which for part-time Employees shall include any in-lieu payment, if applicable) and the sum of her weekly rates of Employment Insurance Benefits. In any week, the total amount of SUB payments and the weekly rate of E.I. benefits will not exceed seventy-five percent (75%) of the Employee's regular weekly earnings.

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

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

Such payment shall commence after the one (1) week employment insurance waiting period and shall continue while the Employee is in receipt of such benefits for a maximum period of seventeen (17) weeks. The Employee will endeavour to provide a copy of the Employment Insurance cheque stub within two (2) weeks of receipt of the Employee's EI benefit.

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

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

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

(l) Parental Leave

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

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

(c) Parental leave must begin no later than fifty-two (52) weeks after the day the child is born or comes into the custody, care and control

of the parent for the first time. For employees on pregnancy leave, parental leave will begin immediately after the 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 she did not.

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

Parental leave ends eighteen (18) weeks after it began or on an earlier day if the employee gives the Employer at least four (4) weeks written notice of that day.

(e) For the purposes of Parental Leave the provisions under 22.01 (a), (c), (d), (e), (f), (g) and (h) shall also apply.

ARTICLE 23 - JURY DUTY LEAVE

23.01 An employee required to serve jury duty shall be paid the difference between what he would have earned for his scheduled hours (without taking into account any premium pay or the like) and the fees received pursuant to the performance of jury duty. This will be affected by the employee signing over his jury fees, less expense money received from the authorities for meals and lodging, and the Employer will continue the regular salary payments.

The employee is to notify his supervisor as soon as possible after receipt of notice of selection for jury duty, to be at least twenty-four (24) hours after receipt of the subpoena. The employee will come to work during those regularly scheduled hours that he is not required to attend at court unless the employee is scheduled to work either the evening or night shift. If an employee is required to be witness in a case arising out of his employment with the Employer, the Employer will abide by the above provisions.

ARTICLE 24 - PROFESSIONAL AND EDUCATIONAL LEAVES

24.01 Leave of absence with or without pay may be granted to employees at the discretion of the Employer, to attend professional and educational meetings, courses or other events which may be judged beneficial to the employees' professional development, especially as it relates to his responsibilities with the Employer.

Where employees are required by the Employer to take courses to upgrade or acquire new or additional employment qualifications of their position, in order to

maintain their employment, the employer shall pay the full cost associated with the courses.

All requests under this article shall not be unreasonably denied.

ARTICLE 25 - PERSONAL LEAVE OF ABSENCE

25.01 The Administrator shall have the discretion to grant or refuse a request for a leave of absence without pay for extenuating personal reasons provided that he receives at least one month's clear notice in writing, unless impossible, and that such leave may be arranged without undue inconvenience to the normal operations of the home. Applicants when applying must indicate the date of departure and specify the date of return.

25.02 The Employer also recognizes and agrees to abide by the Family Leave and Emergency Leave provisions of the *Employment Standards Act*.

ARTICLE 26 - LEAVE OF ABSENCE RULES

26.01 Where any leave of absence without pay exceeds four (4) weeks:

(a) the Employer shall pay his share of the Health and Welfare benefits for the calendar month in which the leave commences and, in the month, immediately following;

(b) if the leave of absence exceeds four (4) weeks in the case of an employee with less than two (2) years of seniority, benefit coverage may be continued by the employee, provided that he pays the total cost of the premium to the Employer for each monthly period in excess of the four (4) weeks' leave of absence;

(c) if the leave of absence exceeds four (4) weeks in the case of an employee with more than two (2) years of seniority, such benefits may be paid up to three (3) months.

26.02 Employees who are on leave of absence will not engage in gainful employment on such leave, and if an employee does engage in gainful employment while on such leave, he will forfeit all seniority rights and privileges contained in the agreement unless otherwise agreed by the Union and the Employer.

26.03 An employee who has been granted leave of absence of any kind and who overstays his leave without permission of the Employer shall be considered to have terminated his employment without notice.

26.04 Benefits will accrue from the date of return of employment following such leave of absence. No employee with less than two (2) years of seniority will accumulate seniority, sick leave, or earned vacation, nor will other benefits be paid or accrue while on leave of absence unless otherwise stated, but seniority established at the point of leave will be reinstated on return to work.

26.05 Employees with more than two (2) years of seniority shall not lose seniority for leave of absence of three (3) months or less. In the case of leave of absence in excess of one month, the employee with less than two (2) years of seniority shall have their increment date adjusted by the same amount of time as the leave of absence and the new increment date shall prevail thereafter.

26.06 Employees shall not be entitled to named holidays with pay which may fall during the period of leave of absence unless payment is required under the Employment Standards Act.

ARTICLE 27 - PAYMENT OF WAGES AND ALLOWANCES

27.01 Pay Days

The Employer shall pay salaries and wages bi-weekly in accordance with Schedule "A" attached hereto and forming part of this agreement.

On each pay day, each employee shall be provided with a pay verification notice, along with an itemized statement of his wages, overtime, other supplementary pay and deductions. In the event of an error made by the Employer of twenty-five ($25.00) dollars or more, it shall be corrected within two business days following the employee's complaint. If an error is caused by the employee, it shall be corrected on the next pay day.

27.02 (a) Full-time employees' individual salary increases resulting from seniority levels shall be implemented effective on the anniversary date of employment. Anniversary date shall be adjusted forward if necessary to account for leave of absence or other absences under which seniority accumulation is suspended.

(b) Part time employees shall progress through the increment scale based on 1950 hours for the one-year rate, and 3900 hours for the second year rate, etc.

27.03 Temporary Transfers

When an employee temporarily relieves in or performs the principal duties of a higher paying position, he or she shall receive the rate for the job where he or she works either a half shift or more than a majority of hours on the assigned shift.

27.04 Job Transfers

(a) Transfers to Lower Rate Classification
If an employee is transferred to a lower rated classification, the employee shall receive in the new classification, the next rate below the employee's present wage rate and shall progress within the scale for such lower rated classification according to the length of service within such lower rated classification subsequent to the date of the transfer; provided, that if the employee is at the maximum level in the present classification, the employee shall receive not less than the maximum level of the lower rated classification;

(b) Transfers to Higher Rated Classification

If an employee is transferred to a higher rate classification, the employee shall receive in the new classification, the next rate above the employee's present rate and shall progress within the scale for such higher rated classification according to the length of service within such higher rated classification subsequent to the date of transfer.

27.05 All part-time employees shall receive the benefits under this agreement as per their definition.

27.06 RPN Assigned in Charge of Facility

An RPN assigned to be in charge of the facility will be paid an additional $1.50 per hour on top of her regular wage rate.

ARTICLE 28 - EMPLOYEE BENEFITS

28.01 The Employer is responsible for payment of the Payroll Health Tax.

28.02 (a) The Employer shall maintain and pay life insurance coverage at two (2) times annual salary for full-time employees up to age 65.

(b) The Employer agrees to pay 100% of the billed single or married rate of a major medical insurance plan and a drug plan (no deductible) and a $400.00 eye care rider usable every twenty-four (24) months effective the

month following the month of ratification by the second party. Coverage for Para-professional fees to be provided at $500.00 per insured member per year effective the month following the month of ratification by the second party. Insured to be billed direct.

Reimbursement for prescribed drugs covered by the Plan will be based on the cost of the lowest cost interchangeable drug, unless there is a documented adverse reaction to the drug or where the employee's doctor stipulates in writing that there are other medical reasons why the lowest cost interchangeable drug cannot be prescribed.

(c) The Employer agrees to pay 100% of the billed single or married rate of the Blue Cross No. 10 Dental Plan or equivalent with currently published O.D.A. rates, as be amended from time to time, subject to the terms and conditions of the Plan. Dental Plan fees to be provided at $1250.00 per year effective the month following the month of ratification by the second party. Further increase to $1500.00 yearly, effective June 1, 2024. Fluoride treatments will be covered for persons under the age of 18 years.

28.03 Employees who have not completed their probationary period since date of last hire shall not be entitled to the benefits and shared costs arrangements outlined in this article.

28.04 The Employer will provide an Employee Assistance Program to all employees covered by this agreement.

28.05 Change of Carriers

The Employer shall provide to the Union and each person a copy of the current information booklets for those benefits provided under this Article. It is clearly understood that the Employer's obligation pursuant to this Collective Agreement is to provide the insurance coverage bargained for. Any problems with respect to the insurer acknowledging or honouring any claims is a matter between the employee and the insurer. The Employer will provide a minimum of thirty (30) days' notice to the Union prior to substituting carriers.

28.06 Employees working over the age of 65

Employees who continue to be employed past age 65 shall be eligible for the following benefits under the same cost sharing basis as active employees:

- Life insurance reduced by fifty percent.
- Major medical
- Vision
- Dental

ARTICLE 29 - PART-TIME EMPLOYEES

29.01 (a) Persons regularly employed for not more than 22½ hours per week shall be affected as follows:

(b) The probationary period for part-time employees shall be based upon 450 hours paid.

(c) Part-time employees shall accumulate seniority based on actual hours paid (i.e., 1950 hours shall equal one year of seniority).

(d) The benefits set out in Article 28 shall not apply to part time employees (part time employees defined in Article 34.03 and 34.04). In lieu thereof, such employees shall receive 6.8% percent in addition to their normal hourly rate upon completion of the probationary period, effective the first pay period after the second party ratifies.

(e) Students who work the school vacation periods and employees without regularly scheduled shifts shall be defined as casual employees.

ARTICLE 30 - PENSION

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

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

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

I) the straight time component of hours worked on a holiday;
ii) holiday pay, for the hours not worked; and
iii) vacation pay

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

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

(b) Each eligible employee covered by this collective agreement shall contribute for each pay period an amount equal to four percent (4%) of applicable wages to the Plan. The Employer shall contribute on behalf of

each eligible employee for each pay period, an amount equal to four percent (4%) of applicable wages to the Plan.

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

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

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

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

The Union and the Employer acknowledge and agree that under current pension legislation and/or regulations, the Employer has no requirement to fund any deficit in the Plan but is required to contribute only that amount as required by the collective agreement in force between the parties.
It is understood and agreed by the Employer and the Union that should the current pension legislation or regulations be changed so that the Employer's obligation to contribute to the Plan exceeds the amount specified in the collective agreement then in force, the parties will meet directly to finalize methods to relieve the Employer of this increased obligation to the extent that any such obligations exceed that which the Employer would have if the Plan were a defined contribution plan.

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

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

acceptable third party, such as a firm of accountants and auditors, shall be retained at the expense of the Plan to obtain such information from the Employer's files.

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

For further specificity, the items required for each eligible employee are:

I) To be provided once only at plan commencement:

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

ii) To be provided with each remittance:

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

iii) To be provided once, and if status changes:

Full address as provided to the Home
Termination date where applicable (MM/DD/YY)

iv) To be provided once if they are readily available

Gender
Marital Status

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

(f) Where legislation or the Plan prohibits an Employee from contributing to NHRIPP because of age, an amount equivalent to the deductions in Article 30.01(b) will be paid to the Employee.

ARTICLE 31 - HEALTH & SAFETY

31.01 The parties agree to maintain a Health and Safety Committee in accordance with the provisions of the Ontario Health and Safety Act R.S.P. Chapter 321 as amended.

31.02 Co-operation on Safety

The Union and the Employer shall co-operate in improving rules and practices which will provide protection to employees engaged in hazardous work.

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

31.03 Safety Measures

Employees working in any unsanitary or dangerous jobs shall be supplied with all the necessary tools and safety equipment.

31.04 The Employer will provide to the Health & Safety Committee a copy of every report of accident, incident or occurrence of occupational disease filed with the Employer on behalf of any Union members.

31.05 The Employer will post and keep posted on the Health & Safety bulletin board, a list of names of members of the Joint Health and Safety Committee.

ARTICLE 32 - NEW CLASSIFICATION

32.01 When a new classification (which is covered by the terms of this agreement) is established by the Home, the Home shall determine the rate of pay for such new classification and notify the Local Union of the same within seven (7) days. If the Local Union challenges the rate, it shall have the right to request a meeting with the Home to endeavour to negotiate a mutually satisfactory rate. Such request will be made within ten (10) days after the receipt of notice from the Home of such new occupational classification and rate. Any change mutually agreed to resulting from such meeting shall be retroactive to the date that notice of the new rate was given by the Home. If the parties are unable to agree, the dispute concerning the new rate may be submitted to arbitration as provided in the Agreement within fifteen (15) days of such meeting. The decision of the Board of Arbitration (or arbitrator as the case may be) shall be based on the relationship established by comparison with the rates for other classifications in the bargaining unit having regard to the requirements of such classification.

When the Home makes a substantial change during the term of the Agreement in the job content of an existing classification which in reality causes such

classification to become a new classification, the Home agrees to meet with the Union if requested to permit the Union to make representation with respect to the appropriate rate of pay.

If the matter is not resolved following the meeting with the Union, the matter may be referred to arbitration as provided in the Agreement within fifteen (15) days of such meeting. The decision of the Board of Arbitration (or arbitrator as the case may be) shall be based on the relationship established by comparison with the rates for other classifications in the bargaining unit having regard to the requirement of such classifications.

The parties further agree that any change mutually agreed to or awarded as a result of arbitration shall be retroactive only to the date that the Union raised the issue with the Home.

If the parties do not achieve a memorandum of settlement, or if the settlement is not ratified, the parties agree that a Pay Equity resolution is not within the jurisdiction of an Interest Arbitration Board and they will pursue their Pay Equity dispute, if any, before Review Services of the Pay Equity Commission, before the Pay Equity Tribunal, and before the courts if that proves necessary.

ARTICLE 33 - GENERAL CONDITIONS

33.01 Proper Accommodation

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

33.02 Bulletin Boards

The Employer shall provide a bulletin board which shall be placed so that all employees will have access to it and upon which the Union shall have the right to post notices of meetings and such other notices as may be of interest to the employees.

33.03 Copies of Agreement

The Employer and the Union shall share the cost of printing the collective agreement.

33.04 General Conditions

It shall be the responsibility of the employee to keep the Employer informed of their current address, phone number and email if available in case it is necessary to notify any employee of any matter under this agreement. Notice may be given personally, by phone, by email or by prepaid registered post, addressed to the employee at his last address provided by the employee.

33.05 (a) In the event of any legislation now in force, or hereinafter enacted, invalidating the application of any section or article of this agreement, such section or article shall be amended or deleted as the same may be, and the remainder of this agreement shall remain in full force and effect.

(b) If the premium paid by the Employer for any employee benefit is reduced as a result of any legislation or other action, the amount of the saving shall be used to increase other benefits and/or introduce new benefits available to the employees, as may be mutually agreed between the parties. If there is no agreement between the parties, the matter shall be determined by submission to arbitration in accordance with this Agreement.

ARTICLE 34 - DEFINITIONS

34.01 The word "employee" or "employees" as used in this agreement shall mean the employees referred to in Article 3.1 of this Agreement, who is within the bargaining unit for whom the Union is recognized as the bargaining agent.

34.02 A full time employee shall mean a person covered by this agreement who is committed to and regularly works the full work period of between forty-five (45) and seventy-five (75) hours bi-weekly, exclusive of overtime.

34.03 A part time regularly scheduled employee is one who is committed to and regularly works less than the full prescribed bi-weekly hours of work.

34.04 A casual employee means a person who is called in to work occasionally, but who does not work a regular schedule or does so only for a specified period, but not for the purpose of depriving another employee of full-time employment.

34.05 The terms "regular pay" and "straight pay" when used in this agreement shall mean the amounts indicated in the Wage Classifications contained in Schedule "A".

34.06 The words "bi-weekly" shall mean the two calendar weeks constituting a pay period.

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

ARTICLE 35 - SHIFT PREMIUM

35.01 A shift premium of forty cents ($0.40) per hour shall apply to all shifts in which the majority of hours are worked between 3:00 p.m. and 7:00 a.m.

35.02 A shift premium of fifty cents ($0.50) per hour shall be paid for all hours worked on Saturdays, Sundays and paid holidays.

Effective the first pay period which commences after ratification by the second party the weekend premium will be increased to fifty-five cents ($0.55) per hour.

ARTICLE 36 - CLOTHING ALLOWANCE

36.01 Full-time employees required to wear uniforms or appropriate footwear by the Employer will be paid a uniform allowance of twelve dollars ($12.00) per month for the purchase, laundering and repair of uniforms and footwear. The payment for part-time and casual employees will be six dollars ($6.00).

Effective the month after the month of ratification the uniform allowance will be increased to thirteen ($13.00) per month for full-time employees and seven ($7.00) per month for part-time and casual employees.

The clothing allowance will be paid out once per year in a separate deposit in conjunction with the first payroll of December, and that an individual must be a full-time employee as of the payout date to qualify.

An employee must work at least two (2) shifts per month to qualify for clothing allowance.

ARTICLE 37 - RETROACTIVITY

37.01 In the event that this Agreement is not renewed by June 30, 2024, all benefits and wages shall be retroactive to such date.

37.02 If an affected employee shall have terminated his or her employment since June 30, 2024, the Employer shall advise the employee by notice in writing with a copy to the Union at the employee's last known address on the records of the Employer. The employee shall have thirty (30) days from the posting within which to claim any payment due to him or her failing such claim for payment, the Employer shall not be further obligated for payment to such employee

ARTICLE 38 - TERM OF AGREEMENT

38.01 Duration

This agreement shall be binding and remain in effect from July 1, 2024, to June 30, 2026, and shall continue from year to year thereafter unless either party gives to the other party notice in writing within ninety (90) days before the agreement is specified to terminate that it desires its termination or amendment.

38.02 Notice of Change

Either party desiring to propose changes to this agreement shall, within the period of ninety (90) days prior to the termination date, give notice in writing to the other party that changes are desired. Within fifteen (15) working days of receipt of such notice by one party, the other party is required to enter into negotiations for a new agreement unless the parties should otherwise agree as to the commencement of negotiations.

38.03 During the period of negotiations resulting from any of the provisions above, the agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have executed this Agreement by electronic signature as of the dates set forth below.

ON BEHALF OF THE EMPLOYER

Tammy L Lake
Tammy L Lake (2026-11-09 14:48:45 EST)
Tammy Lake

Nahid Moosazadeh
Nahid Moosazadeh (2026-11-09 14:59:51 EST)
Nahid Moosazaheh

Michelle Lavadan
Michelle Lavadan (2026-11-09 11:51:43 PST)
Michelle Lavadan

ON BEHALF OF THE UNION

Natanya Mclarty (2026-11-09 14:24:38 EST)
Natanya McLarty, President

Ahmad Chaudhry (2026-11-09 11:33:47 PST)
Ahmad Chaudhry, Vice President

Lisa Myers
Lisa Myers (2026-11-09 14:22:52 EST)
Lisa Myers, Chief Steward

Heather Rideout, National Representative

SCHEDULE "A" WAGE INCREASES

Classification	Step	Expired July 1, 2023	Effective July 1, 2024 3.5%	Effective July 1, 2025 3.5%	Effective June 12, 2026 +$0.50 (RPN)
Registered Practical Nurse	Probation	$29.01	$30.03	$31.08	$31.58
	Start	$29.65	$30.69	$31.76	$32.26
	1 Year	$30.13	$31.18	$32.27	$32.77
	2 Year	$30.54	$31.61	$32.72	$33.22
	3 Year	$31.26	$32.35	$33.48	$33.98
Nurse Aide RPN	Probation	$21.07	$21.81	$22.57	
	Start	$21.81	$22.57	$23.36	
	1 Year	$22.38	$23.16	$23.97	
	2 Year	$22.99	$23.79	$24.62	
	3 Year	$23.76	$24.59	$25.45	
Activation Aide	Probation	$21.07	$21.81	$22.57	
	Start	$21.81	$22.57	$23.36	
	1 Year	$22.38	$23.16	$23.97	
	2 Year	$22.99	$23.79	$24.62	
	3 Year	$23.74	$24.57	$25.43	
Health Care Aide, Personal Support Worker	Probation	$24.42	$25.27	$26.16	
	Start	$25.12	$26.00	$26.91	
	1 Year	$25.70	$26.60	$27.53	
	2 Year	$26.30	$27.22	$28.17	
	3 Year	$27.08	$28.03	$29.01	
Certified Activation Aide	Probation	$21.42	$22.17	$22.95	
	Start	$22.11	$22.88	$23.68	
	1 Year	$22.70	$23.49	$24.31	
	2 Year	$23.30	$24.12	$24.96	
	3 Year	$24.08	$24.92	$25.80	
Laundry, Housekeeping Dietary Aide	Probation	$20.50	$21.22	$21.96	
	Start	$21.19	$21.93	$22.70	
	1 Year	$21.80	$22.56	$23.35	
	2 Year	$22.41	$23.19	$24.00	
	3 Year	$23.11	$23.92	$24.76	

Classification	Step	Expired July 1, 2023	Effective July 1, 2024 3.5%	Effective July 1, 2025 3.5%	Effective June 12, 2026 +$0.50 (RPN)
Head Cook	Probation	$22.35	$23.13	$23.94	
	Start	$23.03	$23.84	$24.67	
	1 Year	$23.65	$24.48	$25.34	
	2 Year	$24.13	$24.97	$25.84	
	3 Year	$25.03	$25.91	$26.82	
Assistant Cook	Probation	$21.80	$22.56	$23.35	
	Start	$22.35	$23.13	$23.94	
	1 Year	$22.96	$23.76	$24.59	
	2 Year	$23.65	$24.48	$25.34	
	3 Year	$24.19	$25.04	$25.92	
Janitor	Probation	$21.17	$21.91	$22.68	
	Start	$21.87	$22.64	$23.43	
	1 Year	$22.41	$23.19	$24.00	
	2 Year	$23.06	$23.87	$24.71	
	3 Year	$23.82	$24.65	$25.51	
Receptionist	Probation	$20.13	$20.83	$21.56	
	Start	$20.54	$21.26	$22.00	
	1 Year	$20.91	$21.64	$22.40	
	2 Year	$21.30	$22.05	$22.82	
	3 Year	$21.71	$22.47	$23.26	
Staffing Clerk	Probation	$21.26	$22.00	$22.77	
	Start	$21.95	$22.72	$23.52	
	1 Year	$22.53	$23.32	$24.14	
	2 Year	$23.16	$23.97	$24.81	
	3 Year	$23.86	$24.70	$25.56	
Nursing Clerk	Probation	$19.30	$19.98	$20.68	
	Start	$19.92	$20.62	$21.34	
	1 Year	$20.46	$21.18	$21.92	
	2 Year	$21.03	$21.77	$22.53	
	3 Year	$21.67	$22.43	$23.22	
	Probation	$16.86	$17.45	$18.06	

Classification	Step	Expired July 1, 2023	Effective July 1, 2024 3.5%	Effective July 1, 2025 3.5%	Effective June 12, 2026 +$0.50 (RPN)
Resident Attendant	**Start**	$17.39	$18.00	$18.63	
IPAC Champion	**Probation**		$17.81	$18.43	
	Start		$18.75	$19.41	

SCHEDULE "B" PAY EQUITY AGREEMENT

Between

SOUTHLAKE RESIDENTIAL CARE VILLAGE CENTERS, NEWMARKET
(the "Employer")

and

CUPE LOCAL 2040
(the "Union")

This Pay Equity Agreement applies to all the employees represented by the Union employed by the Employer.

The parties agree that the classifications in the collective agreements constitute female job classes and the current differentials between job classifications in the bargaining unit shall be maintained, except as it may be modified in collective bargaining.

The parties agree that the 3% payment in 1995, which exceeded the employer's minimum obligation by 0.7, carries forward and captures the obligations up to and including December 31, 2000.

The adjustments in this Agreement resolve all current outstanding issues of pay equity and the obligations under the Proxy Pay Equity Plan for 2001, 2002, 2003.

The Pay Equity adjustments will be as follows:

Effective January 1, 2001, seven ($.07) cents per hour.
Effective April 1, 2002, eight ($.08) cents per hour.
Effective April 1, 2003, fifteen ($.15) cents per hour.
Effective December 1, 2003, ten ($.10) cents per hour.

The parties further agree that the following additional pay equity adjustments resolve the remaining pay equity obligations and will be paid on the following dates:

Effective April 1, 2004, ten ($.10) cents per hour.
Effective April 1, 2005, ten ($.10) cents per hour.
Effective April 1, 2006, ten ($.10) cents per hour.

Any new classifications that may be created in the bargaining unit shall be deemed to achieve pay equity through the application of the "new classification" clauses of the Collective Agreements. If an agreement does not now contain such a provision, the attached provision shall be utilized for pay equity purposes.

The parties agree that there was no requirement for a pay equity adjustment at times other than those as identified in the Memorandum of Settlement.

The parties agree that this agreement satisfies any and all requirements of the Pay Equity Act.

IN WITNESS WHEREOF, the parties have executed this Agreement by electronic signature as of the dates set forth below.

ON BEHALF OF THE EMPLOYER

Tammy L Lake
Tammy L Lake (2026-11-09 14:48:45 EST)

Tammy Lake

Nahid Moosazadeh
Nahid Moosazadeh (2026-11-09 14:59:51 EST)

Nahid Moosazaheh

Michelle Lavadan
Michelle Lavadan (2026-11-09 11:51:43 PST)

Michelle Lavadan

ON BEHALF OF THE UNION

Natanya Mclarty (2026-11-09 14:24:38 EST)

Natanya McLarty, President

Ahmad Chaudhry (2026-11-09 11:33:47 PST)

Ahmad Chaudhry, Vice President

Lisa Myers
Lisa Myers (2026-11-09 14:22:52 EST)

Lisa Myers, Chief Steward

Heather Rideout, National Representative

LETTER OF UNDERSTANDING #1

BETWEEN:

SOUTHLAKE RESIDENTIAL CARE VILLAGE

AND

CANADIAN UNION OF PUBLIC EMPLOYEES AND ITS LOCAL 2040

RE: Amendment to Schedule "B" Pay Equity Agreement

The parties agree that the existing pay equity payment schedule shall be amended as follows:

The remaining $0.10 required to achieve pay equity, which is payable April 1, 2006, shall be paid out as follows:

April 1, 2005, $0.05 in addition to $0.10 previously agreed to
April 1, 2006, $0.05

Therefore, the schedule of pay equity payments in Schedule "B" are amended as follows:

Effective April 1, 2004, as per prior agreement $0.10 per hour
Effective April 1, 2005 - $0.15 per hour
Effective April 1, 2006 - $0.05 per hour

The parties agree that there was no requirement for a pay equity adjustment at times other than those identified in the Memorandum of Settlement. The parties agree that this agreement satisfies any and all requirements of the Pay Equity Act and that effective the payment of the pay equity adjustment in 2006 Pay Equity will have been achieved.

IN WITNESS WHEREOF, the parties have executed this Agreement by electronic signature as of the dates set forth below.

ON BEHALF OF THE EMPLOYER	ON BEHALF OF THE UNION
Tammy L Lake Tammy L Lake (2026-11-09 14:48:45 PST)	Natanya Mclarty (2026-11-09 14:24:38 EST)
Tammy Lake	Natanya McLarty, President
Nahid Moosazadeh Nahid Moosazadeh (2026-11-09 14:59:51 EST)	Ahmad Chaudhry (2026-11-09 11:33:47 PST)
Nahid Moosazaheh	Ahmad Chaudhry, Vice President
Michelle Lavadan Michelle Lavadan (2026-11-09 11:51:43 PST)	Lisa Myers Lisa Myers (2026-11-09 14:22:52 EST)
Michelle Lavadan	Lisa Myers, Chief Steward



Heather Rideout, National Representative

LETTER OF UNDERSTANDING #2

BETWEEN:

SOUTHLAKE RESIDENTIAL CARE VILLAGE

AND

CANADIAN UNION OF PUBLIC EMPLOYEES AND ITS LOCAL 2040

RE: Recognition of Previous Experience (RPN'S ONLY) (Applicable to all current employees and new hires)

The Employer will recognize recent related experience on the basis of one (1) annual increment for each one (1) year of service up to the maximum of the grid. Part-time service shall be recognized on the basis of nineteen hundred and fifty (1950) hours paid in previous employment equals one (1) year of service. It shall be the responsibility of a newly hired employee to provide reasonable proof of recent and related experience in order to be considered for a salary increment, and if she fails to do so she shall not be entitled to recognition.

Note: Effective January 1st, 2008, the implementation process to be determined by the parties.

IN WITNESS WHEREOF, the parties have executed this Agreement by electronic signature as of the dates set forth below.

ON BEHALF OF THE EMPLOYER

Tammy L Lake
Tammy L Lake (2026-11-09 14:48:45 EST)

Tammy Lake

Nahid Moosazadeh
Nahid Moosazadeh (2026-11-09 14:59:51 EST)

Nahid Moosazaheh

Michelle Lavadan
Michelle Lavadan (2026-11-09 11:51:43 PST)

Michelle Lavadan

ON BEHALF OF THE UNION

Natanya Mclarty (2026-11-09 14:24:38 EST)

Natanya McLarty, President

Ahmad Chaudhry (2026-11-09 11:33:47 PST)

Ahmad Chaudhry, Vice President

Lisa Myers
Lisa Myers (2026-11-09 14:22:52 EST)

Lisa Myers, Chief Steward

Heather Rideout, National Representative

LETTER OF UNDERSTANDING #3

BETWEEN:

SOUTHLAKE RESIDENTIAL CARE VILLAGE

AND

CANADIAN UNION OF PUBLIC EMPLOYEES AND ITS LOCAL 2040

RE: Resident Abuse

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

IN WITNESS WHEREOF, the parties have executed this Agreement by electronic signature as of the dates set forth below.

ON BEHALF OF THE EMPLOYER

Tammy L Lake
Tammy L Lake (2026-11-09 14:48:45 EST)

Tammy Lake

Nahid Moosazadeh
Nahid Moosazadeh (2026-11-09 14:59:51 EST)

Nahid Moosazaheh

Michelle Lavadan
Michelle Lavadan (2026-11-09 11:51:43 PST)

Michelle Lavadan

ON BEHALF OF THE UNION

Natanya Mclarty (2026-11-09 14:24:38 EST)

Natanya McLarty, President

Ahmad Chaudhry (2026-11-09 11:33:47 PST)

Ahmad Chaudhry, Vice President

Lisa Myers
Lisa Myers (2026-11-09 14:22:52 EST)

Lisa Myers, Chief Steward

Heather Rideout, National Representative

LETTER OF UNDERSTANDING #4

BETWEEN:

SOUTHLAKE RESIDENTIAL CARE VILLAGE

AND

CANADIAN UNION OF PUBLIC EMPLOYEES AND ITS LOCAL 2040

RE: New System Implementation

Extendicare is planning on introducing a new Human Resources Information System (HRIS) during the life of this collective agreement.

Some articles of the collective agreement may contain administrative details not compatible with the new HRIS system. The Employer will advise the Union of any such administrative changes prior to the system being implemented. The Union1s right to grieve such administrative changes is not impaired by this Letter. The Union and employees will be provided with adequate notice, and employees will be provided with training to ensure proper use and understanding of the new system.

IN WITNESS WHEREOF, the parties have executed this Agreement by electronic signature as of the dates set forth below.

ON BEHALF OF THE EMPLOYER

Tammy L Lake
Tammy L Lake (2026-11-09 14:48:45 EST)

Tammy Lake

Nahid Moosazadeh
Nahid Moosazadeh (2026-11-09 14:59:51 EST)

Nahid Moosazaheh

Michelle Lavadan
Michelle Lavadan (2026-11-09 11:51:43 PST)

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ON BEHALF OF THE UNION

Natanya Mclarty (2026-11-09 14:24:38 EST)

Natanya McLarty, President

Ahmad Chaudhry (2026-11-09 11:33:47 PST)

Ahmad Chaudhry, Vice President

Lisa Myers
Lisa Myers (2026-11-09 14:22:52 EST)

Lisa Myers, Chief Steward

Heather Rideout, National Representative

APPENDIX "A"

Workload Review Form

Date/Time of Occurrence _____

Date Form Submitted to Employer _____

Site/Location _____ Department/Unit _____

Type of Work Being Performed

_____

Number of Staff on Duty _____ Usual Number of Staff on Duty _____

I/We the undersigned, believe that I was/we were given an assignment that was excessive or inconsistent with quality Resident care and/or created an unsafe working environment for the following reasons. (Provide brief description of problem/assignment below):

_____
_____
_____
_____

To correct this problem, I/We recommended:

_____
_____
_____

Name/Title of Immediate Supervisor Notified:

_____

Date/Time of Notification:

_____

Response:

_____

_____

Signature of Employee(s) & Printed Name(s) on Line Below:

_____

I/We do not agree with the resolution of my concern:

_____

LETTER OF INTENT #1

Between:

SOUTHLAKE RESIDENTIAL CARE VILLAGE

and

CANADIAN UNION OF PUBLIC EMPLOYEES AND ITS LOCAL 2040

The Parties recognize and agree that all members of the organization community have the right to live, work and or visit in an environment that is free from harassment, abuse and discrimination.

RESIDENTS RIGHTS STATEMENT

The Parties recognize that residents have rights as is set forth in the ***Resident Bill of Rights***. Further to this, the Parties recognize and support the right of residents to live in an environment that supports personal dignity, self-esteem and physical and emotional well-being in a safe and productive atmosphere free from harassment, intimidation and physical or mental abuse.

RESPECTFUL WORKPLACE STATEMENT

WORKPLACE HARASSMENT

The employer seeks to provide, and the Union is committed to, an environment that supports productivity, personal dignity, self-esteem and a fair and equal treatment of every employee. The destructive nature of workplace harassment, sexual harassment, intimidation and physical and mental abuse in the workplace undermines the integrity of the employment relationship and threatens the well-being and job performance of the employee. The patties will not tolerate harassment or intimidation or physical or mental abuse in the workplace and encourages the reporting of all such incidents. Harassment and intimidation by anyone in the workplace is a serious offence and the employer will uphold a zero-tolerance policy.

These principles apply to all individuals who are employed by the organization, those working under contractual agreements with the organization, students, volunteers, medical employees, physicians and others carrying out business on behalf of the organization, regardless of where that business might be conducted. The statement also covers third parties including but not limited to contractors, suppliers of services, residents and clients, and friends and family of residents and clients. All of these individuals will be collectively known as members of the "organization community". The workplace includes the offices, facilities, grounds and buildings of the organization (includes lunchrooms, washrooms, locker rooms), work sites, as well as off-site work-related conferences, seminars, and social events, as well as client homes.

Third parties will be subject to complaints if they engage in violation of this statement, or failure to co-operate in an investigation, may result in cancellation of contracts, denial of organization services of denial of access to company prope1ty and facilities.

This statement may be superseded in certain circumstances by Federal/Provincial legislation or collective agreement provisions or company policy.
The organization supports and adheres to the principles and practices set out in provincial Human Rights legislation, which provides fair and equitable rights and opportunities for all individuals on the basis of:

- race
- ancestry
- place of origin
- colour
- ethnic origin
- citizenship
- creed (religion)
- age
- sex, including pregnancy
- sexual orientation
- record of offences
- marital status
- family status
- physical or mental disability
- political belief, association or activity
- physical size or weight
- any other prohibited ground as provided for in applicable legislation.

These will be referred to hereafter as the "prohibited grounds".

WORKPLACE INTIMIDATION/BULLYING STATEMENT

The parties share a commitment to reach beyond the standards set in compliance with those outlined by the *Ontario Human Rights Code* by addressing the serious issues involving workplace intimidation/bullying/violence/harassment/poisoned work environment.

Workplace Intimidation/Bullying/Violence/Harassment Defined:

Any incident in which a person reasonably believes he or she has been either physically or psychologically abused, threatened or assaulted in circumstances related to their work. These behaviours could be initiated by clients and/or all staff including Board Members, Volunteers, Contractors, Clients or Visitors. This definition would include all forms of intimidation, including:

- bullying, taunting, ridicule
- severe verbal abuse including hostile or offensive comments
- physical threats/assaults
- robbery or any other intrusive behaviours
- an incident of personal intimidation targeted at a person or group of people due to a personal dislike or a personality conflict
- an abuse of position or authority through intimidation or bullying to effect the desired outcome of the aggressor
- rude comments and swearing as well as spreading rumors which s/he knows or ought reasonably to have known were misinformed or unfounded
- actions that invade the privacy of individuals
- disrespectful behaviour
- other acts that s/he knew or ought reasonably to have known could cause psychological harm or isolation of a person in the workplace
- demeaning gestures
- innuendo
- display of offensive materials
- offensive graffiti
- unwarranted penalties
- stalking
- shunning

Sexual Harassment - means engaging in a course of vexatious comments or conduct related to intimidation and violence that is known or might reasonably be known to be unwelcome/unwanted, offensive, intimidating, hostile or inappropriate. Depending on its severity, one action may constitute sexual harassment.

This may include, but is not limited to: demeaning gestures, remarks, jokes, slurs, taunting, innuendo based on gender or sexual orientation; unwanted physical contact; leering; inappropriate comments about clothing, physical characteristics or activities; unwanted questions or comments about one's private life, sexual orientation, marital or family status; the display of sexually offensive material; solicitation; unwanted attention; implied or express promise of reward or benefits in return for sexual favours; implied or expressed threat or act of reprisal if sexual favours are not given; or sexual assault (Criminal Code offense).

Racial/Ethnic/Cultural Harassment - means engaging in a course of conduct negatively relating to race/ethnicity/culture that is known or might reasonably be known to be unwelcome/unwanted, offensive, intimidating, hostile, derogatory or inappropriate. Depending on its severity, one action may constitute racial/ethnic/cultural harassment.

This may include but is not limited to demeaning remarks or gestures based on race, ethnic origin or cultural differences; jokes about race, ethnic origin or cultural differences; inappropriate displays of racial stereotypes, racial/ethnic/cultural slurs, unwanted questions or comments of a racial/ethnic nature about one's private life, or physical assault (Criminal Code offense).

Discrimination - is one or a series of action(s) or any behaviour based on results in unfavourable, adverse or preferential treatment and negatively affects or could negatively affect the employment status of an employee or the provision of any organization service.

This may include but is not limited to the refusal to provide goods, services or facilities without just cause; the exclusion from employment or employment benefits; the refusal to work with someone; or the failure to provide physical access and/or accommodation.

Poisoned Environment - is a fo1m of discrimination. It may be created by comments or actions of any persons regardless of her/his position or status. These offensive comments or actions spoil the work, or other environment. The poisoned environment forms an unequal term or condition of employment and/or accommodation and is therefore a violation of the right to be free from discrimination. The comment or conduct must be of a significant nature or degree and have the effect of "poisoning" the work environment. A complainant does not have to be a direct target to be adversely affected by a negative environment. It includes any conduct or comment that creates and maintains an offensive, hostile, or intimidating climate for work.

Intention to Discriminate/Hate Literature – means any notice, sign, symbol, emblem or other representation that expresses or implies discrimination or an intention to discriminate (inciting hatred) against any identifiable group.

It is a violation of this statement, to publish, display, transit (by any medium), knowingly retrieve or distribute before the public or direct to an individual, or cause to be published, displayed, transmitted or distributed within the organization or through the use of organization resources, with the intent of inciting others to discriminate (inciting hatred against any identifiable group), any hate literature. Communicating statements, other than in private conversation, which willfully promote hatred against any identifiable group is an offense under the Criminal Code.

Reprisal - every individual who in good faith and with reasonable cause files a complaint of harassment or discrimination, participates or co-operates in an investigation, provides information relevant to a complaint has a right to do so without reprisal or threat of reprisal.

This may include but is not limited to adverse actions by a person who has the authority to confer, grant or deny a benefit or advancement to the person filing the complaint.

This statement is supplemental to any right or remedy that the organization may have in conducting its affairs, whether as an employer, owner of property or pursuant to any contractual relations. This statement is not intended to be a substitute for the normal exercise of management or operational functions by the organization, but rather is to provide a mechanism to deal with situations where the treatment of members of the organization community are at issue and complaints are made. It is understood that the organization may continue to exercise all of its pre-existing legal rights without recourse to this statement where circumstances warrant.

CONFIDENTIALITY

While individuals are encouraged to seek advice and counsel regarding possible violations of this statement, it is expected that any person(s) with knowledge of the complaint maintain the confidential nature of the complaint.

IN WITNESS WHEREOF, the parties have executed this Agreement by electronic signature as of the dates set forth below.

ON BEHALF OF THE EMPLOYER

Tammy L Lake
Tammy L Lake (2026-11-09 14:48:45 EST)

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