

COLLECTIVE AGREEMENT

between

**ROMKO RESIDENCES LTD. CARRYING ON BUSINESS
AS ROBERTSON HOUSE RETIREMENT COMMUNITY**

and

**CANADIAN UNION OF PUBLIC EMPLOYEES
AND ITS LOCAL 3564**



Effective from January 1, 2020 to December 31, 2023

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Between

Romko Residences LTD. carrying on business as Robertson House Retirement Community
(hereinafter called the "Employer")

And

Canadian Union of Public Employees and its Local 3564
(hereinafter called the "Union")

PREAMBLE

Whereas it is the desire of both to this Agreement:

- (1) To maintain and improve the harmonious relations and settled conditions of employment between the Employer and the Union;
- (2) To recognize the mutual value of joint discussions and negotiations in all matters pertaining to working conditions, employment, service, etc.;
- (3) To encourage efficiency in operation;
- (4) To promote the morale, wellbeing and security of all the employees in the bargaining unit represented by the Union;
- (5) To provide compassionate care for the residents to meet their physical and emotional needs in a safe, comfortable environment, treating them and their families with the respect and dignity they deserve;
- (6) Both parties agree to act in a fair and reasonable manner.

AND WHERE it is now desirable that methods of bargaining and all matters pertaining to the working conditions of the employees be drawn up in an Agreement.

ARTICLE 1

1.01 The Articles set forth in this Agreement relating to rates of pay, hours of work, conditions of employment and rights and obligations of the parties have been negotiated for the purposes as set out in the Preamble.

1.02 No employee may enter into a financial agreement with a resident and/or their responsible party to provide services to the resident with whom the Employer has a contractual relationship.

ARTICLE 2 - MANAGEMENT RIGHTS

2.01 The Union recognizes and 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 Robertson House Retirement Community;
- (b) to maintain order, discipline, efficiency and in connection therewith to establish and enforce reasonable rules, regulations, policies and practices from time to time to be observed by its employees; such rules will be posted on the employee's bulletin board with a copy supplied to the Union Committee. The Employer reserves the right to amend or introduce new rules from time to time, copies of which are to be posted on the bulletin board with copies to be supplied to the Union Committee;
- (c) to hire, classify, promote, demote, assign duties, transfer, lay-off, recall and to suspend, discipline, or discharge employees for just cause provided that a claim by an employee who has acquired seniority that they have been discharged or disciplined without just cause may be the subject matter to a grievance and dealt with as hereinafter provided;
- (d) to have the right to plan, direct, control and schedule the work of the employees in the operations of the Employer;
- (e) to exercise the regular and customary management functions of an Employer except those rights, powers, functions or authorities which are specifically abridged or modified by this Agreement.

ARTICLE 3 - SCOPE AND RECOGNITION

3.01 Bargaining Unit

The Employer recognizes the Canadian Union of Public Employees as the sole and exclusive collective bargaining agent for all employees of the Employer in the City of Nepean, save and except Supervisors and persons above the rank of Supervisor.

3.02 The Employer undertakes that it will not enter into any agreement or contract regarding bargaining rights with those employees for whom the Union has bargaining rights either individually or collectively.

3.03 The word “employee” or “employees” as used in this Agreement shall mean the employees referred to in Article 3 of this Agreement, which employees are within the bargaining unit and for whom the Union is recognized as the bargaining agent.

A full-time employee is an employee who is regularly employed for twenty-four (24) hours or more per week.

A part-time employee is an employee who is regularly employed for up to twenty-four (24) hours per week and students employed during the school vacation period.

A casual employee is a part-time employee who does not have a regular shift schedule but who accepts shifts on an intermittent basis. Casual employees receive the same benefits as part-time employees except as expressly noted otherwise.

Casual employees must submit their availability in accordance with Article 21.02 on Posting of Schedules. Casual employees must be available for a minimum of four (4) shifts in a four (4) week schedule or two (2) shifts in a two (2) week schedule.

3.04 In representing an employee or group of employees, an elected or appointed representative of the Union shall be the Spokesperson. In order that this may be carried out the Union will supply the Employer with the names of its Officers. Likewise, the Employer shall supply the Union with a list of its supervisory personnel with whom the Union may be required to transact business.

3.05 Work of the Bargaining Unit

Employees and persons not in the bargaining unit shall not perform work of the bargaining unit except:

- (a) in cases of emergency;
- (b) when instructing other employees;

Nothing in this Article shall prevent relatives of Residents from attending, on a voluntary basis, the resident, to whom they are related. The Union agrees to consider requests for exclusions from this Article for persons who are performing community service on a voluntary basis. Such requests will not be unreasonably denied.

The undernoted positions are considered to be primarily supervisory, however, when operational requirements warrant, the employee in this position may perform duties normally carried out by employees in the bargaining unit. These supervisors are considered to be "Working Supervisors": Front Desk and Nursing Supervisor

3.06 The Employer shall not contract out any work regularly performed by members of the bargaining unit which shall cause a lay-off or reduction of hours of any bargaining unit employee.

ARTICLE 4 - NO DISCRIMINATION

4.01 The Employer and the Union agree that all employees will be protected against discrimination respecting their human rights and employment in all matters including age, race, colour, religion, creed, sex, sexual orientation, pregnancy, physical disability, mental disability, illness or disease, ethnic, or national or aboriginal origin, family status, marital status or family relationship, source of income, political belief, affiliation or activity membership in a professional association, physical appearance, residence, or the association with mothers similarly protected, or not by reasons of their membership or non-membership or activity or lack of activity or lack of activity in the Union, or any other reason.

4.02 Harassment

Personal harassment shall be defined as: any behaviour which denies and or undermines individuals their health, dignity and respect, and that is offensive, embarrassing and humiliating to said individual, therefore, personal harassment of another employee in carrying out the duties or in the provision of his/her services in any form and at any level, whether it to be colleague to colleague, Supervisor to subordinate, or subordinate to Supervisor, constitutes a disciplinary infraction. Personnel harassment shall include within its meaning sexual harassment.

The Employer endorses the right of every employee to work in an environment free from harassment and employees are free to pursue all avenues in the Employer's policy and the Collective Agreement, including the grievance procedure, for resolving complaints of harassment that may arise.

ARTICLE 5 - UNION SECURITY AND CHECK-OFF DUTIES

5.01 Union Membership

- (a) All employees who are members of the Union, at the time this Agreement becomes effective, shall retain membership.
- (b) As a condition of employment, new employees shall join the Union.

5.02 The Employer shall deduct from the pay of an employee an amount equal to the current Union dues, initiation fees, or assessments levied by the Union. Such deductions shall be made on each bi-weekly pay. Dues deducted in the preceding month shall be remitted by the fifteenth day of the month following the deduction, to the National Secretary-Treasurer of the Union.

Union dues may be expressed in dollar amounts or percentage formula or combination thereof. The Union, from time to time, shall notify the Employer in writing to indicate the current amount of such Union dues, initiation fees or assessments.

The amounts remitted shall be accompanied by a list of names on whose behalf such remittance has been made.

The list shall also include the amounts deducted and the wages earned for each employee.

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

5.04 Dues Receipts

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

ARTICLE 6 - EMPLOYER AND UNION SHALL ACQUAINT POTENTIAL EMPLOYEES

6.01 Employee's Orientation

The Employer agrees to acquaint potential employees with the fact that a Collective Agreement is in effect. The Employer will provide a package to employees upon their commencement of employment, to include a copy of the current Collective Agreement.

6.02 Interviewing Opportunity

A Steward shall be given an opportunity to meet each newly hired employee within regular working hours at a mutually agreeable time with the Employer and the Union, without loss of pay, for a maximum of ten (10) minutes per employee for the purpose of acquainting the new employees with the benefits and duties of Union membership and their responsibilities and obligations to the Employer and the Union.

ARTICLE 7 - CORRESPONDENCE

7.01 All correspondence between the parties, arising out of this Agreement or incidental thereto, shall pass to and from the Executive Director of Robertson House Retirement Community or designate, and the Local Union President, and the CUPE National Representative.

7.02 A copy of any correspondence between the Employer or designate and any employee in the bargaining unit, pertaining to the interpretation, administration, or application of any part of this Agreement shall be forwarded to the Secretary of the Union or designate, and the CUPE National Representative.

ARTICLE 8 - NO STRIKES OR LOCKOUTS.

8.01 In view of the orderly procedures established by this Agreement for the settling of disputes and the handling of grievances, the Union agrees that, during the life of this Agreement, there will be no strike, and the Employer agrees that there will be no lockout, in accordance with the Provincial Government Laws (including the *Hospital Labour Disputes Arbitration Act HLDAA*) and Regulations.

ARTICLE 9 - LABOUR MANAGEMENT COMMITTEE

9.01 Establishment of Committee

A Labour Management Committee shall be established consisting of not more than two (2) representatives each of the Union and the Employer for the purposes of discussing matters of mutual concern.

9.02 Meetings of Committee

The Committee shall meet at least once every two (2) months at a mutually agreeable time and place. Its members shall receive a notice and agenda of the meeting at least forty-eight (48) hours in advance of the meeting. Employees who are members of the Committee shall not suffer any loss of pay for time spent at Committee meetings.

9.03 Chairperson of the Meeting

A representative each of the Employer and the Union shall be designated as Joint Chairpersons, and shall alternate in presiding over meetings and preparing notices and agenda.

9.04 Minutes of Meeting

Minutes of each meeting of the Committee shall be prepared and signed by the Joint Chairperson as promptly as possible after the close of the meeting. The Union and the Employer shall each receive two (2) signed copies of the minutes within one week after they are prepared and signed.

9.05 Purpose of the Committee

1. Promoting and providing effective and meaningful communication of information and new ideas to enhance the quality of life for the residents;

2. Dealing with concerns and complaints with the policies, procedures and general working conditions;
3. Working towards eliminating conditions causing grievances and misunderstandings;
4. Reviewing suggestions from employees and the Employer concerning working conditions and service.

9.06 Jurisdiction of the Committee

1. The Committee shall not have jurisdiction over wages or any matter of collective bargaining including the administration of this Collective Agreement;
2. The Committee shall not supersede the activities of the Union or the Employer and does not have the power to bind either the Union or its members or the Employer to any decisions or conclusions reached in their discussions. The Committee shall have the power to make recommendations to the Union and the Employer with respect to its discussions and conclusions.

ARTICLE 10 - LABOUR/MANAGEMENT RELATIONS

10.01 Union Bargaining Committee

- (a) It is agreed that the Union will elect or otherwise select a bargaining committee consisting of three (3) employees.
- (b) All members of the committee shall be regular employees of the Employer who have completed their probationary period.
- (c) The Union will advise the Employer of the names of its Officers and members of the Union Bargaining Committee. This list will be revised as changes occur.
- (d) No individual employee or group of employees shall undertake to represent the Union at meetings with the Employer without proper authorization of the Union.

- (e) The Union shall have the right at any time to have the assistance of representatives of the Canadian Union of Public Employees or any other advisors when dealing or negotiating with the Employer.
- (f) Employees servicing on the Union's Bargaining Committee shall suffer no loss of pay for time spent in direct negotiations with the Employer, subject to Article 10.01(g).

- (g) Where negotiation meetings occur on an employee's scheduled day off, they shall be provided with the alternative day off. Where an employee works shifts, their shift on the day of negotiations shall be deemed to be the day shift. However, there shall no obligation on the Employer to pay a premium rate for time spent in negotiations.

10.02 Information Requests

Within fourteen (14) days of a request in writing by the Union, the Employer shall make available to the Union information with respect to job descriptions, job classifications, wage rates, lists of employees, employee benefits, employee manuals and the Employer's rules, regulations, policies, practices and directives, provided that such information as required by the Union only for the purpose of collective bargaining with the Employer, and provided that said information has not already been forwarded to the Union.

10.03 Union Grievance Committee

The Employer will recognize a Union Grievance Committee which shall consist of a Chief Steward and two (2) Stewards, all selected from the members of the bargaining unit, not more than two (2) of which committee member shall meet with the Employer at any one time. The Employer shall be advised of the names of the members of this Committee and shall be notified of any changes from time to time. Each such full-time employee shall have a minimum of four (4) months seniority and each such part-time employee shall have a minimum of 575 hours seniority.

10.04 Permission to Leave Work

The Union recognizes that each Union Steward is employed by the Employer and agrees that they will not leave their work during working hours except to perform duties under this Agreement. Therefore, no Union Steward shall leave work without first obtaining the permission of their Supervisor/designate, which permission shall be given before the end of the shift and which will not be unreasonably withheld.

ARTICLE 11 - GRIEVANCE PROCEDURE

11.01 Definition of Grievance

A grievance shall be defined as any difference arising out of the interpretation, application, administration of alleged violation of this Collective Agreement, including any questions as to whether a matter is arbitrable.

11.02 All complaints and grievances shall be taken up in the following manner:

Complaint Phase

An employee having a complaint shall first take their concerns to their immediate Supervisor/designate within ten (10) working days of the date of the actual occurrence, giving rise to the complaint. The complaint may be presented verbally or in writing. The employee's Union Steward may be present. The Supervisor/designate will then have five (5) working days to investigate and orally respond to the employee's concern.

Should the immediate Supervisor and the employee be unable to resolve the issue to the employee's satisfaction, the employee may refer their complaint to the grievance procedure within five (5) working days of the response from the immediate Supervisor/designate.

Step 1

If further action is then to be taken, then within ten (10) working days after the decision is given in the Complaint Phase, the employee, who may request the assistance of their Steward, shall submit the grievance in writing to the Executive Director/designate. The grievance will indicate the nature of the violation with respect to the interpretation or administration of the Collective Agreement, the articles so violated and the remedy sought. A meeting will then be held between the Executive Director/designate or their designated representative and the employee within ten (10) working days. It is understood that at such a meeting, the Executive Director/designate or their designated representative may have such counsel and assistance as they may desire and that the employee may have their Steward present and that the Union Representative of the Union may also be present at the request of either the employee or the Employer. Such Representative shall have access to the Employer's premises in order to investigate and assist in the settlement of a grievance, but will give reasonable advance notice to the Executive Director/designate prior

to arriving on the premises. The decision of the Executive Director/designate shall be given in writing within ten (10) working days following the meeting.

Step 2

Should the Executive Director/designate fail to render their decision as required in Step 1 or failing settlement of any grievance under the foregoing procedures, arising from a grievance as defined in Article 11.01, the grievance may be referred to arbitration by either the Employer or the Union within fifteen (15) working days after the decision under Step 1 is given.

11.03 At each step of the grievance procedure, the grievor shall have the right to be present.

11.04 Technical Objections to Grievance

(a) Any of the time allowances above may be extended only by the written mutual consent of the parties.

(b) The Arbitrator shall have the power to waive formal procedural irregularities in its hearing of a grievance in order to determine the real matter in dispute and to enable the giving of a decision according to equitable principals and the justice of the case.

11.05 The Employer shall apply the necessary facilities for the grievance procedure meeting.

11.06 Failure of the grievor or the Union to process a grievance to the next step in the grievance procedure within the time limit specified shall not be deemed to have prejudiced the Union on any future identical grievance.

11.07 An employee who is a Union Steward and the grievor shall be entitled to time off with pay and without loss of benefits or seniority when acting in those capacities in the grievance process as set out in this Agreement.

11.08 Mutually Agreed Changes

Should the parties agree to any changes to this Agreement in writing, those changes shall form part of this Agreement and are subject to the grievance and arbitration procedure set forth herein.

11.09 Access to Personal File

An employee shall have the right at any reasonable time, to have access to and review their personal record or file, and to make copies of the material contained therein if requested. Any disagreement as to the accuracy of information contained in the record of file may be the subject of a grievance and the eventual resolution thereof shall become part of the employee's personnel record or file. Such access will be limited to twice per annum and conducted in the presence of the employee's Supervisor.

11.10 Clearing the File

The record of an employee shall not be used against him/her at any time after twelve (12) months following a suspension or disciplinary action, including letters of reprimand or any adverse reports, provided that there is no recurrence of disciplinary action within the twelve (12) month period. Any discipline as a result of residence abuse, as defined by the facility policy and procedure, shall remain on an employee's file in perpetuity.

11.11 Employer Grievance

The Employer may institute a grievance, consisting of an allegation of a general misinterpretation or violation by the Union, or any employee covered by this Agreement in writing, dated, and signed, by forwarding a written statement of said grievance to the Secretary of the Local of the Union, provided it is presented within ten (10) working days after the circumstances giving rise to the grievance have originated or occurred. A meeting will then be held between the Employer and Union Grievance Committee within ten (10) days.

The Secretary of the Union shall give its decision in writing within ten (10) days after the meeting. Failure to render such decision shall be deemed to be a denial of the grievance. Failing settlement, a grievance may be referred to arbitration by the Employer by written notice of intent delivered in accordance with Step 2 of the grievance procedure.

11.12 Union Policy Grievance

The Union may institute a grievance, consisting of an allegation of a general misinterpretation or a violation by the Employer of this Agreement, in writing at Step 1 of the grievance procedure, provided that it is presented within ten (10) working days after the 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 the regular grievance procedure shall not be thereby by-passed.

11.13 Where it appears that two (2) or more employees have the same grievance the Union may process the grievances simultaneously and consecutively at all levels of the grievance procedure, if possible, subject to all applicable provisions under the grievance procedure.

11.14 Right to have Steward Present

Where a Supervisor intends to interview an employee which may result in a suspension or discharge or disciplinary notation to their file, the Supervisor shall notify the Union Steward in advance of the interview.

ARTICLE 12 - SOLE ARBITRATION

12.01 When either party requests that a grievance be submitted to Arbitration, the request shall be in writing addressed to the other party of the grievance.

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

12.03 Arbitration Expense Sharing

Each of the parties shall pay its own expenses, including pay for witnesses (this includes staff who are witnesses) and the expense of one-half (1/2) of the expenses and fees of the Arbitrator.

12.04 Amending of Time Limits

The time limits fixed in both the grievances and arbitration procedure may be extended by consent of the parties. The time limits in this Agreement are not mandatory but merely discretionary.

- 12.05** The Arbitrator shall have the authority only to settle disputes under the terms of this Agreement and only interpret and apply this Agreement to the facts of the grievance(s) involved. Only those grievances as defined in Article 11.01 shall be arbitrable.
- 12.06** The Arbitrator shall have no power to alter, add to, subtract from, modify or amend this Agreement in order to give any decision that is inconsistent with it. The Arbitrator may dispose of a grievance in any matter which it deems just and equitable in the circumstances.
- 12.07** All agreements reached under the grievance and arbitration procedures between the Employer and its representatives, and the Union and its representatives, will be final and binding upon the Employer, the Union and the employee(s) involved.
- 12.08** At any stage of the grievance procedure, including arbitration, the parties may have the assistance of the employee or employees concerning as a witness, and all reasonable arrangements will be made to permit the conferring parties or the Arbitrator to have access to any part of Robertson House Retirement Community to view any working conditions which may be relevant to the settlement of the grievance, at a reasonable time and so as not to interfere with the function of Robertson House Retirement Community.
- 12.09** Should the parties disagree as to the meaning of a decision of the Arbitrator, either party may apply to the Arbitrator to reconvene to clarify the decision.

ARTICLE 13 - DISCHARGE, SUSPENSION AND DISCIPLINE

13.01 Suspension/Discharge

Whenever the Employer or their authorized agent may deem it necessary to warn an employee, in a manner indicating that suspension or dismissal may follow any further infraction or may follow if such employee fails to bring their work up to a required standard by a given date, the Employer shall, within five (5) days thereafter give written particulars of such warning to the Secretary of the Union, with a copy to the employee involved. The Union agrees and it is understood that the Employer is not required to warn an employee prior to their dismissal or suspension where, in the Employer's absolutely discretion, the employee has committed an infraction which warrants immediate dismissal or suspension.

- 13.02** Prior to the imposition of a suspension or discharge, an employee who has completed probation shall be given the reason in the presence of their Steward or Union Representative. If a Steward or Union Representative is not on the premises, the Executive Director shall advise such person when next on the premises.
- 13.03** Such employee in the Union shall be advised within five (5) working days in writing by the Executive Director of the reason for such suspension or discharge.
- 13.04** In the event an employee who has completed their probationary period is suspended or discharged from employment and the employee feels that the suspension or discharge is unjust, the case may then be taken up as a grievance.
- 13.05** Such grievance shall proceed directly to Step 1 of the grievance procedure and must be presented in writing, dated and signed within ten (10) days after the notice of the discharge was given, or within ten (10) days after the employee ceases to work for the Employer, whichever is the earlier.

13.06 Right to Have Steward Present

An employee shall have the right to have his/her Steward present at any discussion with supervisory personnel, which the employee believes might be the basis of disciplinary action. Where a Supervisor intends to interview an employee for disciplinary purposes, the Supervisor shall notify the employee in advance of the purpose of the interview. The Employer shall also notify the employee of their right to have a Union Steward present at the interview. A Steward or Local Officer may have the right to consult with a CUPE Staff Representative and may have him/her present at any discussion with supervisory personnel which might be the basis of disciplinary action.

ARTICLE 14 - PROBATION

14.01 Probationary Employees

Newly hired employees (full-time/part-time) shall be considered on a probationary basis for a period of four hundred and fifty (450) hours of work.

A probationary employee may be recognized as a permanent employee at some time prior to the completion of the probationary period. During the probationary period, employees shall be entitled to all rights and privileges of this Agreement unless otherwise specified, except with respect to discharge. The employment of such employees may be terminated at any

time during the probationary period without recourse to the grievance procedure. After completion of the probationary period, seniority shall be effective from the original date of employment.

14.02 On or before the expiry date of the probationary period, the Employer will confirm to the employee the decision to:

- (a) confirm their appointment as having completed their probation; or
- (b) extend the probationary period with mutual consent of the employee and the Union; or
- (c) terminate the employee.

14.03 An employee may only be discharged for just cause, except an employee who has not completed her probationary period may be terminated on the basis of a fair and proper assessment of her suitability for employment with the Lodge but which action may be taken up as a grievance at Step 1.

ARTICLE 15 - SENIORITY

15.01 Seniority (Full-time)

“Seniority” is defined as the length of service in the bargaining unit and shall include continuous service with the Employer prior to certification of the Union. Seniority will be calculated from the date of last hire only and shall operate on a bargaining unit wide basis. Full-time employees who become part-time employees will have their seniority recognized on the basis of one year of service equals one thousand seven hundred and twenty-five (1725).

15.02 Seniority (Part-time)

“Seniority” is defined as the length of service in the bargaining unit and shall include continuous service with the Employer prior to the certification of the Union. Seniority will be calculated based on the accumulated total of paid hours worked. Part-time employees who become full-time employees will have their seniority recognized on the basis of one thousand seven hundred and twenty-five (1725) hours paid equals one year of service. A part-time employee cannot accrue more than one year’s seniority in a calendar year.

15.03 In those areas where it is necessary to determine whether a part-time employee or a full-time employee has more seniority the part-time hours will be converted into a seniority date (using the formula of one thousand seven hundred and twenty-five (1725) hours equals one year of service) to determine whether the part-time or the full-time employee has more seniority.

15.04 Seniority Lists

The Employer shall supply the Union with a seniority list in January and June of each year, showing employees' names in order of seniority. The same list will be posted on the Union and staff bulletin boards and remain on such bulletin boards until a new list is prepared and posted. Where two (2) or more employees have the same seniority, the date of application for employment shall determine the greater seniority.

The seniority list shall contain the name of the employee, her department and her seniority level expressed as a seniority date for full-time employees and seniority hours for part-time employees.

15.05 Loss of Seniority

An employee shall lose all seniority and shall be deemed to have quit the employ of the Employer for any of the following reasons:

- (a) voluntary resignation;
- (b) discharge for cause and the discharge is not reversed through the grievance procedure;
- (c) lay-off in excess of twenty-four (24) months;
- (d) absence occasioned by illness or accident exceeding twenty-four (24) months where the employee is unable to return to work on modified light duties;
- (e) absence for three (3) consecutive working days without notifying the Employer, unless a satisfactory reason is given, in which case such employee shall be deemed to have quit the employ of the Employer without notice;

- (f) fails to return to work within seven (7) calendar days following a lay-off and after being notified by registered mail to do so, unless through sickness or other just cause. It shall be the responsibility of the employee to keep the Employer informed of their current address;
- (g) failure to return from a scheduled vacation or approved leave of absence without just cause.
- (h) retires.

ARTICLE 16 - PROMOTIONS AND STAFF CHANGES

16.01 Job Posting

In the event new jobs are created or vacancies occur in an existing job classification, the Employer will post such new jobs or vacancies for a period of seven (7) calendar days and shall stipulate the required qualifications, classification, rate and department concerned. A copy of each posting will be sent to the Local Union President.

Job vacancies will be posted within fourteen (14) days of the position becoming vacant, unless the Employer notifies the Union in writing that they intend to eliminate the position. However, vacancies arising from normal retirement shall be posted thirty (30) days prior to the employee's retirement date.

16.02 Temporary Vacancy

A temporary vacancy is a vacancy created by an employee's absence due to compensable or non-compensable illness or injury or other leaves of absence. The position shall be posted and filled in accordance with Article 16.01 of the Collective Agreement and the Employer will outline to the employee selected the anticipated conditions and duration of such vacancy. An employee may fill such vacancy for up to twelve (12) months and the term may be extended by mutual agreement of the Local Union President and the Employer, which shall not be unreasonably denied.

The successful applicant shall retain his/her part-time/full-time status during the temporary posting and such employee will not be considered for another temporary position unless it is an increase in hours, while presently in a temporary position. The foregoing does not exclude an employee for applying for a permanent full-time or part-time position.

16.03 Role of Seniority in Promotions and Transfers

Both parties hereto recognize:

- (a) the principle of promotion within the service of the Employer; and
- (b) that job opportunities should increase in proportion to length of service;
- (c) Therefore, selections on transfers or promotions shall be made on the basis of the senior applicant from the bargaining unit able to meet the normal requirements of the job.

Employment appointments shall be made within one calendar month of the posting and the position shall be filled by the successful applicant within fourteen (14) calendar days of the appointment.

16.04 Trial Periods

- (a) Full-time: A successful applicant shall be placed on trial in the new position for a period of twenty (20) working shifts.
- (b) Part-time : A successful applicant shall be placed on trial in the new position for a period of twenty (20) working shifts.
- (c) Such trial promotion or transfer shall become permanent after the trial period unless:
 - (i) the employee, at any time within the trial period mentioned above, feels that they are not suitable for the position, and wishes to return to their former position; or
 - (ii) the Employer, at any time within the trial period mentioned above, feels that the employee is not suitable for the position and requires that they return to their former position; or
 - (iii) in the event of either (i) or (ii) above, the employee will return to their former position and salary without loss of seniority. Any other employee promoted or transferred as a result of the rearrangement of positions shall also be returned to their former position and salary without loss of seniority.

- (d) The above provisions shall also apply in the event of a transfer to a position outside the bargaining unit. It is understood however, that no employee shall be transferred to a position outside the bargaining unit without their consent.
- (e) With the written consent of the Employer, the employee and the Union, such trial period may be extended to a maximum of an additional twenty (20) working shifts for a full-time employee and to a maximum of an additional twenty (20) working shifts for a part-time employee.

16.05 Notification to Employee and Union

Within seven (7) calendar 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 of all promotions, demotions, hirings, lay-offs, transfers, recalls, resignations, retirements, deaths or other terminations of employment.

16.06 Disabled Employees

An employee who has been incapacitated by injury, compensable occupational disease, or who, through advancing years or temporary disablement is unable to perform their regular duties, will be employed in other work in the event there is another vacant position and the employee is capable and qualified of performing the regular duties of that position.

16.07 On the Job Training

In the event the Employer intends, through the introduction of technological changes to create new, or alter existing positions, or to fill vacancies requiring skills and/or qualifications that present employees may reasonably be able to acquire, the Employer agrees to meet with the Union for the purpose of giving them an opportunity to make representations with regard to planning ways and means to enable employees to qualify for such new and/or changed positions.

16.08 Training Courses

The Employer shall post a notice of any training courses and experimental programs in which it participates and for which employees may be selected. The notice shall contain information with respect to the type of course or program available, the times, duration and location thereof, and the qualifications required for

applicants. This notice shall be posted for a period of two (2) weeks on the bulletin boards in the relevant departments to afford all interested employees an opportunity to apply for such training.

16.09 Ontario Retirement Communities Association Training (ORCA)

The Employer agrees that all mandatory ORCA training (In-Service and online training) shall be scheduled during an employee's normal working hours.

In the event that mandatory training cannot be scheduled during an employee's normal working hours, the Employer in consultation with the employee, shall find suitable time for the employee to come into work early and/or stay late to complete the training. All time spent completing the training will be paid at the employee's regular time rate of pay and is not eligible for overtime.

16.10 Temporary Transfers

An employee giving consent may be transferred from one classification to another carrying a higher rate of pay provided that the employee shall receive the right rate for all days in the higher rate classification. The Employer agrees that temporary transfer shall not be utilized to limit job postings or vacancies within classifications.

16.11 Pay on Transfer to Lower-Rate Job

An employee who is assigned, in accordance with this Agreement, to a lower paying classification, shall continue to be paid the rate of their regular position.

16.12 Until the vacancy is filled resulting from the job posting provisions, the Employer may fill the vacancy on a temporary basis in accordance with Article 16.02.

16.13 Transfer and Seniority Outside in the Bargaining Unit

No employee shall be transferred to a position outside the bargaining unit without her consent. If an employee is transferred to a position outside the bargaining unit, she shall retain her seniority accumulated to the date of leaving the unit, but she will not accumulate any further seniority. Such employee shall have the right to return to a position in the bargaining unit during her trial period, which shall be in accordance with Article 16.04. If an employee returns to the bargaining unit, he/she shall be placed in a job consistent with the position he/she left.

16.14 A full-time employee who posts into a part-time position shall have access to her accrued sick leave bank and vacation bank, and stats until such banked credits are exhausted.

ARTICLE 17 - JOB CLASSIFICATION AND RECLASSIFICATION

17.01 Job Description

The Employer will provide job descriptions for all classifications or positions worked by employees and forward these to the Union.

17.02 New Classification

When a new classification within the bargaining unit is established by the Employer, the Employer shall determine the rate of pay for such new classification. Once the rate is determined, and then within seven (7) days, the Employer shall advise the Union of the Rate.

If the Union disagrees with the rate, it shall have the right to request a meeting with the Employer. At such meeting, the parties will review the rate; the Employer's rationale for establishing the rate, and the reasons the Union disagrees with the rate. If the parties reach agreement, the agreement is effective as of the date on which the Employer gave the Union notice of the new rate. If the parties are unable to reach an agreement, either party may refer the dispute to arbitration, as provided in this agreement, provided the referral is made within fifteen (15) days of the meeting.

When the Employer makes a substantial change in the job content of an existing classification which in reality causes such classification to become a new classification, the Employer 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 parties are unable to reach an agreement, either party may refer the dispute to arbitration, as provided in this agreement, provided the referral is made within fifteen (15) days of the meeting.

Any decision by a Board of Arbitration, or Arbitrator as the case may be, shall be based on the relationship established by comparison with the rates for other classifications in the bargaining unit having regard to the requirements of such classifications.

Any change awarded as a result of arbitration shall be retroactive only to the date on which the Employer gave the Union notice of the new rate.

ARTICLE 18 - LAYOFFS AND RECALLS

18.01 Definition of Layoff

An Employee whose status is changed from full-time to part-time, full-time to unscheduled part-time or part-time to unscheduled part-time as a result of the implementation of new schedule is considered to be laid off under the relevant collective agreement.

Any uneven reduction of hours within a classification amongst those working similar shifts, that does not constitute a layoff, will take place in reverse order of seniority.

The Employer agrees to meet representatives of the Union prior to the implementation of any layoffs in order to give the parties an opportunity to discuss alternative solutions.

18.02 Layoffs and Recalls

In the event of a layoff of a permanent or long-term nature, the Home will provide affected employee with notice in accordance with the *Employment Standards Act*, subject to the exceptions set out below:

Employee's Service	Notice
greater than 9 years	9 weeks
greater than 10 years	10 weeks
greater than 11 years	11 weeks
greater than 12 years	12 weeks

18.03 Layoff Procedure

- (a) In the event of layoff, the Employer shall layoff employees in the reverse order of their seniority within their classification, provided that there remain on the job employees who have the ability and qualifications as required by law to perform the work;
- (b) An employee who is subject to layoff shall have the right to either:
 - (i) accept the layoff; or
 - (ii) displace an employee who has lesser bargaining unit seniority and who is a less senior employee in a lower or identical classification in the bargaining unit if the employee originally subject to layoff is qualified, and can perform the duties of the lower or identical paying classification without training other than orientation. Such employee so displaced shall be laid off.

NOTE: An identical paying classification shall include any classification where the straight time hourly wage rate at the level of service corresponds to that of the laid off employee's straight time hourly wage rate.

In the event that there are no employees with lesser seniority in lower or identical paying classifications as defined in this Article, a laid off employee will have the right to displace an employee with lesser seniority, who is a less senior employee in a classification where the straight time hourly rate at the level of service corresponding to that of the laid off employee is within five percent (5%) of the laid off employee's straight time hourly rate provided he is qualified for an can perform the duties without training other than orientation. Such employee so displaced shall be laid off.

The decision of the employee to choose (i) or (ii) above shall be given in writing to the Executive Director within one (1) calendar week following the notification of layoff. Employees failing to do so will be deemed to have accepted the layoff.

18.04 Recall Procedure

- (a) The Employer agrees to post vacancies during the recall period, as per the job posting procedure, allowing employees on recall to participate in the posting procedure. Should the position not be filled via the job posting procedure, an employee shall have opportunity of recall from a layoff to an available opening in order of seniority, provided she or he has the ability and qualifications as required by law to perform the work.

- (b) In determining the ability and qualifications as agreed between the parties of an employee to perform the work for the purposes of the paragraph above, the Employer shall not act in an arbitrary manner or unfair manner.
- (c) No new employee 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;
- (d) It is the sole responsibility of the employee who has been laid off to notify the Employer of his intention to return to work within five (5) working days (exclusive of Saturdays, Sundays and Paid Holidays), after being notified to do so by priority post, addressed to the last address on record with the Employer (which notification shall be deemed to have been received on the second date of mailing) and return to work within ten (10) working days after being notified. The notification shall state the job to which the employee is eligible to be recalled and the date and time at which the employee shall report for work. The employee is solely responsible for his proper address being on record with the Employer.
- (e) Employees on layoff or notice of layoff shall be given preference for temporary vacancies which are expected to exceed ten (10) days of work, but which would not normally be posted under the terms of the Collective Agreement. An employee who has been recalled to such temporary vacancy shall not be required to accept such recall and may instead remain on layoff.

18.05 Benefits of Layoff

In the event of a layoff, provided the employee deposits with the Employer her share of insured benefits for the succeeding month, the Employer shall pay its share of the insured benefit premium for a period of up to one month from the end of the month in which the layoff occurs, or until the laid off employee is employed elsewhere, whichever comes first.

18.06 Grievance on Layoffs and Recalls

Grievance concerning layoffs and recalls shall be initiated at Step 1 of the Grievance Procedure.

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

ARTICLE 19 - HOURS OF WORK

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

Employees will be allowed a fifteen (15) minute break during each half shift at times designated by the Employer, with pay and without increasing the regular working hours.

19.02 The normal work shift for full-time employees shall be seven and one-half (7½) working hours per day exclusive of meal periods. The seven and one-half (7½) working hours per day shall be worked within an eight hour period. The Employer will use its best efforts to ensure that an uninterrupted one-half (½) hour for lunch is provided.

Should any part of this meal period be interrupted, the employee shall be given a further meal period equal to the length of the interrupted portion thereof.

It is recognized that in the case of evening and night shifts the R.N. or R.P.N. shall be paid for eight (8) hours per shift inclusive of meal breaks.

19.03 Rest and Meal Breaks Unpaid Unless Otherwise Stated

Minimum four (4) hour shift – one (1) fifteen (15) minute rest break;

Minimum six (6) hour shift – one (1) fifteen (15) minute rest break and one (1) thirty (30) minute meal break;

Eight (8) hour shift – two (2) fifteen (15) minute rest breaks and one (1) thirty (30) minute meal break.

19.04 The normal hours of work shall average thirty-seven and one-half (37½) hours per week over a fourteen (14) day pay period.

19.05 “Work Week” is defined as the period actually worked by an employee during a period of seven (7) consecutive days commencing with Saturday and ending with Friday.

19.06 Christmas and New Year's Scheduling

The Employer will attempt to schedule days off for all employees annually alternating between Christmas and New Year's Day. In the event that there are too many requests for either holiday the deciding factors shall be:

- (a) which holiday the employee worked the previous year
- (b) seniority

19.07 Reporting Pay

An employee who reports for work on their regularly scheduled shift and for whom work is not available, shall be provided with three and three-quarters (3¾) hours pay in lieu thereof at their regular straight time hourly rate.

19.08 Weekends Off

The Employer agrees that the present practice with respect to weekends off for employees in the bargaining unit is that full-time employees shall receive at least every second weekend off.

19.09 Notification to Employer

An employee who is unable to report for duty on their scheduled shift shall notify the Employer of this fact as soon as possible but no later than four (4) hours in advance of the commencement of their scheduled evening and night shifts and two (2) hours in advance of the day shift, provided that this requirement shall be waived by the Employer where the employee was unable to give such notice due to circumstances beyond their control.

ARTICLE 20 - OVERTIME

20.01

Overtime shall be paid for all hours worked in excess of thirty-seven and one-half (37½) hours per week averaged over a two week pay period at the rate of time and one-half (1½) of the employee's regular rate of pay.

The Employer agrees that where an employee works more than eight (8) consecutive hours, which represents seven and one-half (7½) paid hours, that employee shall be paid at the rate of one and one-half (1½) times the employee's regular rate of pay for those hours worked in excess of eight (8) hours.

20.02 An employee shall not be required to take time off in regular hours to equalize any overtime worked.

20.03 Supply of Meals

Employees required to work more than two (2) hours overtime during the hours when the kitchen is functioning will be provided with a meal.

20.04 Distribution of Overtime

Available overtime shall be offered by seniority to the employees who are willing and qualified to perform the available work. The Employer reserves the right to utilize existing part-time employees from the same job classification to perform work before authorizing overtime.

20.05 Compensation for Overtime Work on Paid Holidays

Overtime worked on a paid holiday shall be paid for at the rate of time and one-half (1½), for all work performed, except for Christmas and New Year's when the rate shall be double time, plus another day off with pay at a time mutually arranged between the employee and the Employer, or the employee shall receive one day's pay.

20.06 Call-Back Pay

An employee who has completed their scheduled shift and is called back in and required to work outside of their regular working hours shall be paid at the rate of time and one-half (1½) of their regular hourly rate for all such hours worked, with a minimum payment of three (3) hours pay at time and one-half (1½) their regular hourly rate.

20.07 Work on any scheduled "day off" shall be paid for at the rate of time and one-half (1½) except in cases where the employee working the overtime requests the change in the posted work schedule, and except in those cases where part-time employees have not worked more than thirty-seven and one-half (37½) hours in a week, averaged over a two (2) week period.

ARTICLE 21 - WORK SCHEDULES AND WORK SHIFT

- 21.01** All full-time and regular part-time employees will be assigned a regular shift schedule. Employees are responsible for working their regular shift scheduled in each two-week (2) pay periods, subject to the leave provisions of the Collective Agreement.
- 21.02** Work schedules covering a two-week period will be posted at least one week prior to the first day of the schedule. Employee requests for specific days off must be submitted in writing to the Executive Director or designate two (2) weeks in advance of posting. The granting or denial of such requests shall be subject to operational requirements of the facility, but shall not be unreasonably denied.
- 21.03** Employees who wish to work replacement shifts in addition to their regular scheduled shifts must declare their availability to the Employer. The availability forms must indicate the day(s) and the shift(s) that an employee is available and willing to work. In order to be considered for additional replacement shifts that appear on the bi-weekly schedule, employees must provide their availability at least two (2) weeks prior to the schedule being posted. Once an availability form has been filled out and given to the Employer, it will remain in effect until another form is handed in, therefore replacing the current one.
- 21.04** Except where mutually agreed otherwise, staff shift schedules shall be arranged so that an employee is not scheduled to work more than five (5) consecutive days unless the employee volunteers to pick up additional shifts due to vacancies caused by absence or unfilled shifts.
- 21.05** Employee requests for change in the posted schedule may be made in writing provided they are co-signed by the qualified employee willing to exchange days off and approved by their Supervisor. However, such requests shall not result in overtime compensation payment to any employees affected.
- 21.06** Qualified employees will be scheduled in order of seniority and availability up to seventy-five (75) hours in a pay period. In preparing the schedule the Employer will assign employees to replacement shifts with the following criteria:
- (a) the replacement employee must work in the job classification of the shift being assigned; and
 - (b) the replacement employee must have declared her availability to work the shift being assigned; and

- (c) the replacement employee must be the senior employee from among employees in the job classification who have declared their availability to work on the shift being assigned.

Notwithstanding the above, the Employer is not obligated to schedule the senior employee to the shift being replaced if by scheduling the senior employee overtime premiums would be paid.

21.07 Turnaround Time

An employee scheduled to start a new shift within ten (10) hours of completing their previous scheduled shift shall be paid at the rate of time and one-half (1½) for all hours which fall within the ten (10) hour turnaround time, except in cases where the employee working with less than ten (10) hours turnaround time has agreed to or requested in writing a change of the posted work schedule.

21.08 No Split Shifts

While it is recognized that evening and night and day shift must be continue, the Employer agrees that individuals shall not be required to work a split shift.

21.09 Call-Ins

Call-in shifts are shift replacements for vacancies that occur after the schedule has been posted, often when vacancies occur with little notice.

In call in employees for replacement shifts, the Employer will contact employees in order of seniority, who work in the job classification where the vacancy exists.

Notwithstanding the above, the Employer is not obligated to call-in the senior employee to the shift being replaced if by calling in the senior employee overtime premiums would be paid.

Employees who do not wish to accept call-ins, may request that their name be removed from the call-in list. Should the employee later wish to be considered for call-ins, the employee will so notify the Employer in writing of the change in her wishes.

ARTICLE 22 - PAID PUBLIC HOLIDAYS

22.01 The following Holiday Pay provisions apply to all employees.

List of Holidays

The Employer recognizes the following apply to all employees:

New Year's Day	Canada Day
Family Day (3 rd Monday in February)	Civic Holiday
Labour Day	Good Friday
Thanksgiving Day	Christmas Day
Easter Monday	Boxing Day
Victoria Day	

22.02 If another provincial or municipal holiday is proclaimed during the term of this Agreement, such additional proclaimed holiday will be added to those enumerated holidays in 22.01.

22.03

(a) Holiday Qualifying (Full-time)

In order to qualify for paid holiday pay, an employee must work their full scheduled shift immediately preceding and immediately following all paid holidays, including designated holidays, except where absence on one or both of the said qualifying days is due to a reason satisfactory to the Employer.

(b) Holiday Qualifying (Part-time)

In order to qualify for a paid public holiday, the employee must have been employed for more than four hundred and fifty (450) hours and have earned wages on twelve (12) days of the four (4) work weeks preceding the holiday and have worked the full scheduled shift immediately preceding and immediately following the paid holiday.

An employee who does not qualify for a paid public holiday will be paid at the rate of one and one-half (1½) times the regular rate of pay for all hours worked on the public holiday.

- 22.04** An employee that qualifies for and is required to work on any of the above-mentioned holidays will be paid at a rate of time and one-half (1½) for all hours worked plus another day off with pay at a time mutually arranged between the employee and the Employer or the employee shall receive one day's pay.
- 22.05** An employee who does not qualify for a paid public holiday will be paid at the rate of one and one-half (1½) times the regular rate of pay for all hours worked on the public holiday.
- 22.06** When any of the above-noted holidays fall on an employee's scheduled day off, the employee shall receive another day off with pay at a time mutually agreed upon between the employee and the Employer, or by mutual agreement, a day's pay in lieu thereof.
- 22.07** If one of the above named holidays occur during an employee's vacation, one extra day with holiday pay will be added to the vacation.
- 22.08** For the purposes of this Article, "another day off" for part-time employees shall be based on the total hours worked in the previous four (4) week period divided by the total number of shifts worked during the same period.
- 22.09** Full-time employees will be entitled to receive one float holiday per calendar year. Such float holiday will be scheduled by mutual agreement between the Employer and the employee.

ARTICLE 23 - VACATIONS

23.01 Vacations and Vacation Pay

All full-time employees shall be entitled to annual vacation and vacation pay in accordance with their length of service as follows:

Less than one (1) year of service	10/12 of a working day for each month worked at 4% of total earnings
One (1) year of service	2 weeks

Three (3) years of service	3 weeks
Eight (8) years of service	4 weeks
Fifteen (15) years of service	5 weeks
Twenty-three (23) years of service	6 weeks

Part-time Employees' Vacation

Less than three (3) years of service	4% of total earnings
Three (3) years of service	6% of total earnings
Eight (8) years of service	8% of total earnings
Fifteen (15) years of service	10% of total earnings
Twenty-three (23) years of service	12% of total earnings

Part-time employees will receive all vacation monies in a lump sum payment by direct deposit the first full pay period of April annually. The monies shall be from April 1st of the previous year to March 31st of the current year.

23.02 Vacation Schedules

The Employer reserves the right as to scheduling of vacations. Employee request for specific vacation periods are to be submitted to the Employer prior to April 1st of each year. Where employees request the same vacation period by April 1st and the Employer cannot grant the requests for the same time, then seniority shall be the determining factor. Vacation requests received after April 1st will be considered on a first-come, first-served basis rather than seniority. Subject to operational requirements the Employer shall advise employees regarding their applications for scheduled vacation within two (2) weeks of the receipt thereof. Vacation schedules for each year shall be posted by May 1st of such year and shall not be changed without the consent of the affected employees.

23.03 Subject to operational requirements, employees who are entitled to more than ten (10) days of vacation shall only be entitled to a maximum unbroken period of ten (10) days vacation at any one time unless extended by mutual agreement between the employee and their Supervisor.

23.04 Working During Scheduled Vacation Period

No employee shall be required to work during the scheduled vacation period. However, should an employee be recalled to work during their scheduled vacation, they shall be paid at time and one-half (1½) times the regular rate of pay plus one vacation lieu day off for each day in which work was performed.

23.05 Banked Vacation Time

Employees with two (2) or more weeks of vacation shall be entitled to bank up to a maximum of ten (10) working days annual vacation. The banked vacation must be taken within twenty-four (24) months of having been earned. Employees wishing to bank vacation shall inform the Employer within twelve (12) months of the vacation having been earned and the Employer shall not unreasonably withhold approval of such request. It is further understood that such approved banked vacation will be paid at the rate of pay prevailing when the vacation is taken.

23.06 The vacation year is defined as a twelve (12) month period from April 1st of one calendar year to March 30th of the following calendar year.

ARTICLE 24 - SICK LEAVE (Applies to Full-time Employees Only)

24.01 Sick Leave Defined

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

24.02 Paid Sick Leave Banks

Full-time employees, as defined in Article 3.03, shall accrue sick leave credits at the rate of 9.375 hours for every one hundred and fifty (150) hours worked. After successful completion of their probationary period, an employee shall receive 28.125 hours of sick leave credits. Sick leave credits may accrue to a maximum of five hundred sixty-two and one-half (562½) hours. An employee may receive a maximum of five hundred sixty-two and one-half (562½) hours of pay for sick leave credit in any calendar year.

Employees will have the opportunity to borrow up to a maximum of thirty-seven and one-half (37½) hours of sick leave credits from future sick leave entitlement. Should an employee leave their employment prior to accruing the borrowed sick leave credits, they shall repay the dollar value borrowed via their last pay or vacation monies owed to them on termination.

24.03 Unused Sick Leave on Termination of Employment

In the event an employee ceases employment with the Employer, the employee or the employee's designated beneficiary shall be entitled to fifty percent (50%) of the value of all accrued sick leave in the employee's bank at a rate effective immediately prior to ceasing employment. This clause shall not apply should an employee be dismissed for just causes.

24.04 Illness in the Family

Where no one at home other than the employee can provide for the needs during illness of an immediate member of their family, an employee shall be entitled after notifying their supervisor, to use a maximum of five (5) accumulated sick leave days per illness to care for the member of the family who is ill. An employee may be required to provide medical proof of their family members' illness to be entitled to use their sick leave credits.

24.05 Medical Appointments

It is understood that employees must make every effort to schedule medical appointments for outside of working hours. However, where it is not possible to do so, an employee may utilize up to three (3) days of sick leave per year to cover absences due to medical appointments.

24.06 Proof of Illness

The employee shall be required to provide proof of illness by medical certificate if absence is no longer than three (3) working days or after a total of seven (7) days in any given calendar year.

24.07 Medical Certificate

Upon provision of a receipt, the Employer will pay the cost of any medical certificate requested of an employee.

24.08 Injury Pay Provisions

An employee who is injured during working hours and is required to leave for treatment or is sent home for such injury shall receive payment for the remainder of the shift at her regular rate of pay without deduction for sick leave unless a doctor or registered nurse states that the employee is fit for further work on that shift.

ARTICLE 25 - LEAVES OF ABSENCE

25.01 Personal Leave of Absence

- (i) The Employer shall have the discretion to grant a leave of absence with or without pay for personal reasons provided that such leave may be arranged without undue inconvenience to the normal operations of the Employer. This discretion shall not be unreasonably exercised. Applicants when applying must indicate the date of departure and specify the date of return.
- (ii) No employee will accumulate seniority, vacation allowance, be paid for holidays, nor will any other benefits in this Agreement accrue or be paid while the employee is on leave of unpaid absence in excess of thirty (30) days, but seniority and other accumulative credits established at the point of leave will be retained on return to work. Benefit coverage may be continued by the employee, while on leave of absence, provided the employee reimburses to the Employer the total cost of the premiums of any benefits for each leave of absence that the employee takes. The employee's share of benefit premiums must be paid in full or by post-dated cheques prior to the commencement of the leave.

25.02 Employees who are on approved leave of absence with pay shall retain and accumulate seniority.

25.03 Leave of Absence for Union Functions

Upon request to the Employer, an employee elected or appointed may be granted an unpaid leave of absence without loss of seniority to attend Union conventions or seminars provided the Employer receives at least three (3) weeks prior notice.

It is understood that the total aggregate of Union Leave will be to a maximum of twenty (20) days per calendar year.

The Employer may, but shall not be required, to grant such a leave on less than twenty-one (21) calendar days notice. It is understood that the Union will not request leave of absence for more than two (2) employees from the bargaining unit at any one time.

25.04 Pay During Leave of Absence for Union Functions

An employee shall receive the pay and benefits provided for in this Agreement when on such unpaid leave of absence for Union functions. However, the Union shall reimburse the Employer for all pay and benefits during the period of absence within thirty (30) days from invoice.

25.05 Pregnancy Leave

The Employer agrees to provide employees on pregnancy leave with two (2) weeks pay at seventy-five percent (75%) of the employee's regular salary to cover the U.I. waiting period. The Employer agree to top up the employees U.I. benefits to seventy-five percent (75%) of their regular salary while on Pregnancy and/or Parental leave for a maximum of fifteen (15) weeks.

25.06 Parental Leave

An employee who has been in the employ of the Employer for at least thirteen (13) weeks is entitled to take an unpaid parental leave (where applicable) for up to eighteen (18) weeks. The term "parent" includes a persons with whom a child is placed for adoption and a person who is in a relationship of some permanence with a parent of a child and who intends to treat the child as their own.

The employee must give the Employer at least two (2) weeks written notice of the date the leave is to begin. In the event that an employee who is a parent stops working because the child comes into the custody, care and control of a parent for the first time sooner than expected, the employee must within two (2) weeks of stopping work provide the Employer with written notice of the date the parental leave began. The parental leave begins on the date that the employee stopped working.

Employees who have taken a pregnancy leave and who wish to also take parental leave must commence parental leave immediately when the pregnancy leave ends, unless the child has not yet come into the custody, care and control of a parent for the first time.

Fathers who wish to take a parental leave must commence such leave no more than thirty-five (35) weeks after the day the child was born.

Adoptive parents may commence parental leave when the child comes into the custody and control of the parent.

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.

25.07 General Provisions Applicable to Pregnancy and Parental Leaves

An employee who has given notice to begin pregnancy, parental or adoption leave, may change the notice to begin leave upon giving the Employer at least two (2) weeks written notice.

An employee who has given notice to end leave may change the notice to an earlier date upon giving the Employer at least four (4) weeks written notice before the earlier date.

Employees are entitled during pregnancy and parental leave to continue participation in pension plans, life insurance plans, accidental death plans, extended health plans and dental plans where applicable. The Employer shall continue to make the Employer's contributions for the prescribed benefit plans unless the employee gives the Employer written notice that the employee does not intend to pay the employee's contributions during the leave period.

Subject to any changes to the employee's status which would have occurred had he or she not been on parental leave, the employee shall be reinstated to her former duties, on the same shift in the same department and at the wages most recently paid by the Employer. Seniority for full-time employees shall continue to accumulate during pregnancy or parental leave.

25.08 Jury or Court Witness Duty

The Employer shall grant leave of absence without loss of seniority to an employee who serves as a juror or subpoenaed witness in any court. The Employer shall pay such an employee the difference between their normal earnings and the payment they receive for jury service or court witness, excluding payment for travelling, meals or other expenses. The employee will present proof of service and the amount of pay received.

Time spent by employees required to serve as a Court Witness, for the Employer and at the request of the Employer, in a matter arising out of the employment shall be considered as time worked and shall be paid at the appropriate rate of pay.

25.09 Bereavement Leave

When a death occurs in the immediate family of an employee or spouse, the employee shall be granted leave of absence for four (4) days. The employee shall be paid for shifts during the leave which they otherwise would have worked.

25.10 In recognition of the fact that circumstances which call for bereavement leave are based on individual circumstances, the Employer, on request, may grant additional bereavement leave without pay.

25.11 "Immediate family" shall be defined as father, mother, spouse or common law spouse, same sex partner, child, brother, sister, grandparent, grandchild, mother-in-law, father-in-law, guardian or former guardian.

25.12 In the event of the death of a son-in-law, daughter-in-law, sister-in-law, brother-in-law, aunt, uncle, niece, nephew, ward, or fiancé(e), pay for the bereavement leave specified in Article 25.09 shall be limited to one day.

25.13 Education Leave and Examinations

The Employer agrees that it is to the mutual benefit of the Employer and the employee to improve the educational standards of the workforce. Therefore, subject to operational requirements, where an employee has been approved by the Employer to take a course, special leave with pay, will be granted for the writing of examinations by that employee if the examinations are held during that individual's normally scheduled working hours.

ARTICLE 26 - WAGES AND ALLOWANCES

26.01 Pay Days

The Employer agrees that the wage referred to in Appendix "A" will be paid every second Thursday. Employees will be paid wages for each pay period including overtime.

In the event of a payroll error causing an employee to be short wages owed, the Employer shall confirm or deny the employee's claim within forty-eight (48) hours of being so notified. When the Employer confirms an

employee's claim, the Employer shall forward the claim to head office within the same forty-eight (48) hour period. Pay record shall include current vacation and sick leave hours.

26.02 Before May 1st of each year, the Employer shall provide a complete listing of vacation and stats owing and sick leave.

26.03 There shall be no pyramiding of benefits.

26.04 Under no circumstances will overtime premiums or other premium rates of pay be pyramided.

26.05 Premiums

A shift premium of twenty cents (\$0.20) per hour shall be paid for hours worked on an afternoon or night shift where the majority of hours fall between 3:00 p.m. and 7:00 a.m.

Effective date of ratification such premium will be increased to forty cents (\$0.40) per hour.

Effective January 1, 2022 such premium will be increased to forty-five cents (\$0.45) per hour.

ARTICLE 27 - EMPLOYEE BENEFITS PLANS (Full-time)

27.01 The Employer agrees to pay one hundred percent (100%) of the billed premium for coverage of employees under an extended health care benefits plan which will provide for prescription drugs and semi-private ward coverage plus a vision care benefit providing a maximum of two hundred and twenty-five dollars (\$225.00) per twenty-four (24) month period. The benefit provider shall be required to provide a prescription drug benefit card to each employee, so that all eligible purchases shall be directly billed to the provider. There will be an annual deduction for prescription drugs of twenty-five dollars (\$25.00) for single and fifty dollars (\$50.00) for family coverage.

Employer to introduce a drug card effective three pay periods after the date of ratification.

27.02 The Employer agrees to pay one hundred percent (100%) of the billed premium for coverage of employees under the group life insurance plan and Accidental Death and Dismemberment which will provide an amount of term life insurance coverage equal to two (2) times an employee's annual regular salary.

27.03 Long Term Disability

The Employer agrees to pay one hundred percent (100%) of the billed premium payments of a long-term disability plan for employees who normally work more than twenty-four (24) hours per week.

27.04 Pension Plan

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

"Application Wages" means the basic straight time wage 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) Effective December 31, 2023, each eligible employee covered by this Collective Agreement shall contribute from each pay period an amount equal to four percent (4%) of all applicable wages to the Plan. The Employer shall contribute in the amount of four percent (4%) of applicable wages.
- (c) The employee and the 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 periods ends for which the contributions as 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 obligation to contribute to the Plan exceeds the amount specified in the Collective Agreement then enforce, 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.

For further specificity, the times required for each eligible employee by Article (e) of the Agreement are:

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 fund entry date (for the purpose of calculating past service credit).

TO BE PROVIDED WITH EACH REMITTANCE:

Name;

Social Insurance Number;

Month Remittance;

Pensionable Earnings;

YTD Pension Contributions;

Employer portion of arrears owing due to error, or late enrolment by the Employer.

TO BE PROVIDED ONCE, AND IF STATUS CHANGES:

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

TO BE PROVIDED ONCE, IF THEY ARE READY AVAILABLE

Gender;
Marital Status.

Any additional information request 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) The Employer agrees to be bound by the terms of the Agreement and Declaration of Trust dated February 13, 1990 and the rules and regulations of the Plan adopted by the Trustees, both as may be amended from time to time.

27.05 Upon completion of probation, part-time employees will receive eight percent (8%) effective date of ratification (May 21, 2019) of their gross earnings in lieu of employee benefit plan and sick leave paid bi-weekly.

27.06 Dental Plan

Upon ratification, basic dental plan, Manulife Policy #85777, current ODA, maximum one thousand dollars (\$1,000.00) annually, annual deductible twenty-five dollars (\$25.00) for single and fifty dollars (\$50.00) for family coverage. Premium – 50% employees, 50% Employer.

ARTICLE 28 - HEALTH AND SAFETY

28.01 Health and Safety Committee

- (a) The Employer and the Union agree that they mutually desire to maintain standards of safety and health in the workplace in order to prevent accidents, injury and illness.

- (b) Recognizing its responsibilities under the applicable legislation, the Employer agrees to accept as a member of its Health and Safety Committee at least one (1) representative selected or appointed by the Union from amongst bargaining unit employees.
- (c) Such Committee shall identify potential dangers and hazards, institute means of improving health and safety programs and recommend actions to be taken to improve conditions related to safety and health.
- (d) The Employer agrees to cooperate reasonably in providing necessary information to enable the Committee to fulfill its functions.
- (e) Meetings shall be held every three (3) months or more frequently at the call of the chair if required. The Committee shall maintain minutes of all meetings and make the same available for review.
- (f) Any representative appointed or selected in accordance with (b) hereof shall serve for a term of one (1) calendar year from the date of appointment which may be renewed for the period of one (1) year. Time off for such representative(s) to attend meetings of the Health and Safety Committee in accordance with the foregoing shall be granted and any representative(s) attending such meetings during their regularly scheduled hours of work shall not lose regular earnings as a result of such attendance.
- (g) The Union agrees to endeavour to obtain the full cooperation of its membership in the observation of all safety rules and practices.

ARTICLE 29 - GENERAL CONDITIONS

29.01 Accommodation

A staff room shall be provided for employees to have their meals and change rooms and lockers will be provided to allow the employees to change their clothes.

29.02 Bulletin Boards

The Employer shall provide one (1) bulletin board which shall be placed so that all employees will have access to it 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. However, any such notices which do not pertain to matters which are

set in this Agreement, must first be approved by the Employer prior to their posting. Such agreement will not be unreasonably withheld.

29.03 Standard Time Change

At the time of change from standard to daylight savings time or vice versa, the time change will take place at 2:00 a.m. The shift will be paid for time worked only at the regular rate of pay.

29.04 Notice

Any notice to any employee under this Agreement may be given personally or by prepaid registered post addressed to the employee at their last address shown on the Employer's records, or by telegram and such notice shall be deemed to have been given when delivered to the postal or telegraph authorities.

29.05 Printing of Agreement

The cost of printing this Agreement will be shared equally by the Union and the Employer. The Union will prepare the Collective Agreement for signing and the Union will provide the Employer with a signed PDF copy as well as a final copy in electronic format.

29.06 Health Regulations

The Employer and the Union acknowledge that the Regional Municipality of Ottawa-Carleton Health Department Regulations govern the operation of this facility and both parties agree to abide by the appropriate regulations.

29.07 Uniform Allowance

The Employer agrees to pay seventy-five dollars (\$75.00) annually to each employee upon completion of his/her probationary period for the purposes of purchasing uniforms or shoes.

Uniform Allowance is for the sole and exclusive purpose of maintaining appropriate work attire at all times. Employees shall have the responsibility of cleaning and maintaining their uniform in a state of good repair. Employees may be required to replace their uniform if it is not in a state of good repair.

Uniforms for staff of all departments must be purchased from the supplier chosen by the Employer. No exceptions will be permitted unless otherwise approved by the Employer.

The Uniform Allowance shall be paid annually on the first pay date in October as follows:

- (i) Post probationary full-time employees \$120.00
- (ii) Post probationary part-time employees \$85.00

ARTICLE 30 - GENERAL

30.01 Interpretation

Where the feminine pronoun is used in this Agreement, it shall mean and include the masculine pronoun where the context so applies and vice-versa. Where the singular is used it may also be deemed to mean the plural within the appropriate context.

30.02 Retroactivity

Any retroactivity owing will be paid out to all present and past employees within three (3) pay periods of Union ratification of this settlement.

ARTICLE 31 - TERM OF AGREEMENT

31.01 This Agreement shall be binding and in effect from January 1, 2020, to December 31, 2023, and shall continue from year to year thereafter unless either party gives to the other party notice in writing at least ninety (90) days prior to the expiration hereof that it desires termination or amendments.

31.02 Changes in Agreement

Changes to this Agreement may be made by a written agreement between the parties at any time during the existence hereof.

SIGNED IN OTTAWA ON THIS 14 OF January, 2022.

FOR THE EMPLOYER

Malissa Motton

[Signature]

FOR THE UNION

[Signature]

Reborel Hemen

[Signature]

:kd/cope 491
January 19, 2022

WAGES AND CLASSIFICATIONS (Full-time and Part-time)

Classifications		Expired	Jan. 1/20 2%	Jan. 1/21 2%	Date of Ratification	Jan. 1/22 2%	Jan. 1/23 2%
Dishwasher	Start	14.00	14.28	14.57		14.86	15.16
	6 Months	14.00	14.28	14.57		14.86	15.16
	1 Yr	14.28	14.57	14.86		15.16	15.46
	2 Yrs	14.57	14.86	15.16		15.46	15.77
Dietary Aide Housekeeping Aide, Laundry Aide, Receptionist	Start	14.28	14.57	14.86	16.05	16.37	16.70
	6 Months	14.28	14.57	14.86	16.47	16.80	17.14
	1 Yr	15.02	15.32	15.63	16.88	17.22	17.56
	2 Yrs	16.15	16.47	16.80	17.47	17.82	18.18
Cook, Activity Aide Health Care Aide, Personal Support Worker	Start	16.01	16.33	16.66	17.16	17.50	17.85
	6 Months	16.76	17.10	17.44	17.96	18.32	18.69
	1 Yr	17.46	17.81	18.17	18.72	19.09	19.47
	2 Yrs	18.22	18.58	18.95	19.52	19.91	20.31
Environmental Services Assistant	Start						
	6 Months						
	1 Yr						
	2 Yrs	18.60	18.97	19.35		19.74	20.13
RPN	Start	21.36	21.79	22.23	22.90	23.36	23.83
	6 Months	22.18	22.62	23.07	23.76	24.24	24.72
	1 Yr	22.98	23.44	23.91	24.63	25.12	25.62
	2 Yrs	23.74	24.21	24.69	25.43	25.94	26.46
RN	Start	24.03	24.51	25.00		25.50	26.01
	6 Months	25.03	25.53	26.04		26.56	27.09
	1 Yr	26.05	26.57	27.10		27.64	28.19
	2 Yrs	27.06	27.60	28.15		28.71	29.28

:kd/cope 491
January 17, 2022

LETTER OF UNDERSTANDING

between

Robertson House Retirement Community

and

CUPE Local 3564

This letter will confirm the agreement of the parties to recognize recent and related work experience for RPN as follows:

Related Clinical Experience

- a) Claim for recent related clinical experience, if any, shall be made in writing by the nurse at the time of hiring. The nurse shall cooperate with the Employer by providing verification of previous experience so that her recent related clinical experience may be determined and evaluated during her probationary period. Having established the recent related clinical experience, the Employer will credit a new nurse with one annual service increment for each year of experience (calculated pursuant to the formula set out in Article 15) up to the maximum of the top of the grid. If a period of more than two (2) years has elapsed since the nurse has occupied a full-time or part-time nursing position, then the number of increments to be paid, if any, shall be at the discretion of the Employer.
- b) The salary grid adjustment shall be effective on completion of probation, and will be retroactive to date of hire.
- c) If the parties are unable to agree to the number of increments to be paid, if any, such dispute may be submitted to the grievance/arbitration procedure.
- d) "Recent related clinical experience" refers to clinical experience gained as a result of providing care to seniors in a retirement home, nursing home, hospital, or in home health care through a licensed operator.

SIGNED IN OTTAWA ON THIS 25 OF January, 2022.

FOR THE EMPLOYER

FOR THE UNION

Melissa Motton

Jim [Signature]

[Signature]

Rebecca Kamen

[Signature]

[Signature]

[Signature]

[Signature]

:kd/cope 491
January 19, 2022

LETTER OF UNDERSTANDING

between

Robertson House Retirement Community

and

CUPE Local 3564

Reduction of Hours

It is agreed and understood, that in the interest of efficiency and effectiveness, other layoff procedures may be mutually agreed upon.

The Employer agrees to:

- i) Provide the Union with bi-weekly reductions of hours per classification.
- ii) Provide the Union with revised work schedules (of classifications that are directly affected or could be affected). Where possible the Employer will attempt to maintain full time hours. It is understood and agreed that this will not restrict the Employer's right to schedule.
- iii) Inform Employees of the reductions.
- iv) Within five (5) days allow Employees to select, in order of seniority, a position within the new revised work schedule. Employees will also have the choice of attending in person or providing a number where they can be reached at their set time. Employees put their name down on any available position (providing qualified). At the conclusion of this process the new schedule becomes effective and Employees with no available positions would receive their required notice in accordance with 13.02.

SIGNED IN OTTAWA ON THIS 25 OF January, 2022.

FOR THE EMPLOYER

FOR THE UNION

Melissa Motton

Jim [Signature]

[Signature]

Rebecca Kamen

[Signature]

[Signature]

[Signature]

[Signature]

:kd/cope 491
January 19, 2022