

COLLECTIVE AGREEMENT

BETWEEN

NORTHDALÉ MANOR
(hereinafter called the "Employer")

AND

**THE CANADIAN UNION OF PUBLIC EMPLOYEES
AND CUPE LOCAL 5056**
(hereinafter called the "Union")

**Effective date:
April 1st, 2023, to March 31st, 2025**

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ARTICLE 1 - INTENT AND PURPOSE

101 The Employer and the Union each represents that the purpose and intent of this Agreement is:

- 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 and services, etc.
- 3)** To encourage efficiency in operation.
- 4)** To promote the morale, well-being and security of all the employees in the bargaining unit of the Union.
- 5)** Both parties agree to act in a fair and reasonable manner.

102 No Discrimination

There shall be no discrimination, coercion or intimidation by the Employer or by the Union or by an Employee against another employee because of any employee's participation or lack of participation in union membership. Further, the Employer and the Union agree that there shall be no discrimination, restriction, or coercion exercised or practiced with respect to any Employee in the matter of age, race, creed, colour, national origin, political or religious affiliation, sex, marital status, or place of residence.

ARTICLE 2 - MANAGEMENT RIGHTS

201 Except where specifically restricted by the terms of this Agreement, it is the exclusive right and function of the Employer to manage and direct its operations and affairs in all respects and without limiting or restricting this right and function:

- [a]** to maintain order, discipline and efficiency and to make, alter and enforce reasonable rules and regulations to be observed by the employees;
- [b]** to hire, lay-off, direct, promote, demote, transfer, discipline, suspend or otherwise discharge employees, provided that a claim by an employee that he has been discharged without just cause, may be subject of a grievance and dealt with as hereinafter provided;

- [c] to generally to manage the Home, and without restricting the generality of the foregoing to determine the services to be rendered; the kinds and location of machines, tools, instruments and equipment; the extension, limitation, curtailment or cessation of operations; to select, control and direct the use of all materials required in the operation of the Home; to schedule the work and services to be provided and performed; to make, write and enforce reasonable regulations governing the use of materials, equipment and services; and all matters not specifically dealt with elsewhere in this Agreement.
- [d] The question of whether one of the above rights is modified or limited by this Agreement may be decided through the grievance and arbitration procedure.

ARTICLE 3 – RECOGNITION

3.01 Bargaining Unit

The Employer recognizes the Union as the sole and exclusive collective bargaining agent of all employees employed at Northdale Manor in the Corporation of the City of Temiskaming Shores (New Liskeard) in the Province of Ontario save and except supervisors and persons above the rank of supervisor.

3.02 Work of the Bargaining Unit

Persons whose jobs [paid or unpaid] are not in the Bargaining Unit shall not work on any jobs which are included in the Bargaining Unit, except in emergencies or in cases mutually agreed upon in writing by the Parties.

3.03 No Other Agreements

No employee shall be required or permitted to make any written or verbal agreement with the Employer or her representatives, which may conflict with the terms of this Collective Agreement.

No individual employee or group of employees shall undertake to represent the union at meetings with the employer without proper authorization from the union.

3.04 No Contracting-Out

The Employer will not contract out any work of the bargaining unit to the extent that such contracting-out results in the lay-off or reduces the regular hours of work of any regular employee in the bargaining unit.

3.05 Representatives of the Union

- (a) The Union shall have the right to have the assistance of representatives of the Canadian Union of Public Employees or any other advisors when dealing or negotiating with the Employer.

Such representatives/advisors wishing to meet with employees or the Employer on the premises shall first contact the Employer and arrange for a mutually agreeable time and location.

- (b) It is understood that the Employer may have assistance of a representative when dealing or negotiating with the Union.

3.06 Definition of Employee

- a) A "full-time" employee shall be deemed to be an employee who regularly works more than twenty-five (25) hours per week, who makes a commitment to be available on a pre-scheduled basis as required, and in respect of whom there is advance scheduling and is designated as such by the employer in writing.
- b) A "part-time" employee shall be deemed to be an employee who regularly works not more than twenty-five (25) hours per week, who makes a commitment to be available on a pre-scheduled basis as required, and in respect of whom there is advance scheduling and is designated as such by the employer in writing.
- c) A "casual part-time employee" is an employee who is not regularly scheduled and who does not commit to be available for work on a regular predetermined basis.

ARTICLE 4 - NO STRIKES/NO LOCKOUTS

No Strikes and Lockouts

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 Provincial Government Laws (including the Hospital Labour Disputes Arbitration Act HLDA) and Regulations.

ARTICLE 5 - UNION SECURITY AND CHECK-OFF

5.01 Deductions

Deductions shall be made from the bi-weekly payroll and shall be forwarded to the National Secretary-Treasurer of the Canadian Union of Public Employees, by no later than the 15th day of the month following, accompanied by a list of the names addresses and phone numbers of all employees from whose wage deductions have been made. This list will also include the names and addresses of the employees terminated during that month. A copy of this list shall also be forwarded to the Secretary of the Local Union. The Union will indicate in writing the amount of Union dues to be collected from each employee and any changes in Union dues will take effect in the month following receipt of notice of change in dues. The Union shall save the Employer harmless against any claims by employees that dues deductions have been made improperly. It is the responsibility of the employee to maintain current addresses and phone numbers with the Employer.

(a) Union Security and Check-off

The Employer agrees to deduct from the wages of each new employee beginning from the first day of employment, the amount of regular bi-weekly Union dues as certified by the Union during the term of this Agreement.

- (b) The Union and its members shall hold the Employer harmless with respect to any liability which the Employer might incur as a result of the deductions and remittances.

5.02 New Employees

- (a) The Employer agrees to acquaint new employees with the fact that a Union Agreement is in effect and with the conditions of employment set out in the Articles dealing with Union Security and Dues Check-Off.

- (b) The Employer agrees that a Local Union representative will be given the opportunity to interview each newly hired employee who is not a member of the Union, once during the employee's first week of employment, for the purpose of advising such employee of the existence of the Union and of her rights and obligations under the terms of this Agreement. Such interview may take place on the Employer's premises at a time and location designated by the Employer for such interview and shall not exceed fifteen (15) minutes duration.

5.03 T4 Slips

Union dues deducted from the pay of each employee will be shown on the employee's T4 slip.

ARTICLE 6 - CORRESPONDENCE

6.01 Correspondence

All correspondence between the parties, arising out of this Agreement or incidental thereto shall pass to and from the Employer and the Union. Each party to this Agreement shall provide the names and addresses to the other party as to who the correspondence is to be sent. All correspondence to the Union shall be sent to the Secretary of the Union with a copy sent to the Local President and National Representative of the Union.

ARTICLE 7 – UNION - MANAGEMENT RELATIONS

7.01 Representation

- a) No individual employee or group of employees shall undertake to represent the Union at meetings with the Employer without proper written authorization from the Union.

In order that this may be carried out, the Union will supply the Employer with the names of its officers. Similarly, the Employer shall supply the Union with a list of its supervisory or other personnel with whom the Union may be required to transact business.

b) Union Officers and Committee Members

The Union acknowledges that stewards and members of committees have regular duties to perform during working hours and such persons shall not leave their regular duties without permission. All time spent performing Union duties in accordance with the above during working hours shall be without loss of regular pay.

7.02 Bargaining Committee

A Union Bargaining Committee shall be elected or selected and shall consist of not more than two (2) members of the bargaining unit. The President of CUPE Local 5056 shall be one of the two (2) members. The Union will advise the Employer of the Union members of the Committee.

The bargaining unit employees who are members of the Negotiation Committee, numbering no more than two (2), will be paid by the Employer for time used during their normally scheduled working hours in negotiations for the renewal of this Agreement up to and including all conciliation proceedings but excluding any arbitration proceedings.

7.03 Union - Management Committee

A Union - Management Committee shall be established consisting of representatives of the Union and representatives of the Employer. The Committee shall enjoy the full support of both parties in the interests of improved service to the residence, and job security for the employees.

a) Meetings of Committee

The Committee shall meet at a mutually agreeable time and place but will meet no less than six times per year unless mutually agreed otherwise. Matters to be discussed by a party shall be forwarded to the other party at least forty-eight (48) hours prior to the scheduled meeting. Employees shall not suffer any loss of pay for time spent with this Committee.

b) Chairperson of the Meeting

An Employer and a Union representative shall be designated as joint chairpersons and shall alternate in presiding over meetings.

c) **Minutes of Meeting**

Minutes of each meeting of the Committee shall be prepared and signed by the joint chairpersons as promptly as possible after the close of the meeting. The Union, the CUPE Representative and the Employer shall each receive two (2) signed copies of the minutes within three (3) weeks following the meeting.

d) **Jurisdiction of Committee**

The Committee shall not have jurisdiction over wages or any matter of collective bargaining including the administration of this collective agreement or any matter that is referred to a grievance.

The Committee shall not supersede the activities of any other committee of the Union or of 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.

7.04 Health and Safety

- a) The parties agree to abide by the Occupational Health and Safety Act. And its regulations. The Employer and the Union agree that they mutually desire to maintain standards of safety and health in the home, in order to prevent injury and illness.
- b) A joint management and employees Health and Safety Committee shall be constituted with representation of at least half by employees who are not represented by Unions and who do not exercise managerial functions, which shall identify potential dangers, recommend means of improving the health and safety programs and obtaining information from the Employer or other persons respecting the identification of hazards and standards elsewhere. The committee shall normally meet at least once a month. Scheduled time spent in such meetings is to be considered to be time worked. Minutes shall be taken of all meetings and copies shall be sent to the Employer and to the Union.
- c) Two (2) representatives of the Joint Health and Safety Committee, one (1) from management and one (1) from the employees, shall make monthly inspections of the workplace and equipment and shall report to the Health and Safety Committee the results of their inspection. In the event of accident or injury, such representatives shall be notified immediately and shall investigate and report as soon as possible to the Committee and to the Employer on the nature and causes of the accident or injury. Furthermore, such representatives must be notified of the inspection of a government inspector and shall have the right to accompany him on her inspections. Scheduled time spent in all such activities shall be considered as time worked at regular rates that may apply.

- d) The Joint Health and Safety Committee and the representatives thereof shall have reasonable access to the annual summary of data from the WSIB relating to the number of work accident fatalities, the number of lost workday cases, the number of lost workdays, the number of non-fatal cases that required medical aid without lost workdays, the incidence of occupational injuries, and such other data, as the WSIB may decide to disclose.
- e) The Union agrees to endeavor to obtain the full co-operation of its membership in the observation of all safety rules and practices.
- f) The employer shall take every precaution reasonable in the circumstances for the protection of a worker.
- g) At least one of the members of the committee will be selected by the Union and will be trained to be a certified worker as defined under the Act. Training shall be provided by a certified Workplace Safety and Insurance Agency with full cost paid by the Employer (including keeping pay whole).

ARTICLE 8 - GRIEVANCE PROCEDURE

8.01 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 and duties of the Union Stewards. The Steward may assist any employee, which the Steward represents, in preparing and processing his/her grievance in accordance with the grievance procedure.

8.02 Names of Stewards

The Union shall notify the Employer in writing of the name of each Steward and the department(s) he/she represents before the Employer shall be required to recognize him/her.

8.03 Definition of Grievance

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

8.04 Settling of Grievance

It is the mutual desire of the parties hereto that grievances shall be adjusted as quickly as possible in the following manner.

Complaint Stage

An employee who has a complaint shall firstly take the matter up with the immediate supervisor accompanied by a Steward, if they so desire, within seven (7) working days of the time of the cause of the complaint occurred.

It is agreed and understood that the employee has no grievance until the complaint has been referred to the employee's immediate supervisor. If the complaint is not satisfactorily resolved within three [3] working days after the employee has contacted the immediate supervisor, the complaint may then be taken up as a grievance in the following manner:

Step 1

The employee, who may be accompanied by a steward, shall present the grievance to her immediate supervisor within ten (10) working days of its occurrence. The supervisor shall give her answer in writing within ten (10) working days.

Step 2

Within ten (10) working days of the answer at Step 1, a written grievance shall be submitted to the Administrator. A meeting shall take place at a mutually agreeable time to discuss the merits of the grievance, and the employee may be accompanied by a Union steward and/or representative of the Union.

Grievances which commence at Step 2 shall be presented to the appropriate party within ten (10) working days of its occurrence.

The written grievance shall contain the name of the grievor(s) involved, the clause(s) of the Collective Agreement allegedly violated, and the remedy sought.

The Employer shall respond in writing within ten (10) working days of the meeting.

Failing settlement of the grievance at Step 2, either party may, within ten (10) working days after the reply at Step 2, submit the grievance to arbitration.

8.05 Mediation

By mutual consent, the parties may agree to use the services of a mediator. The parties agree to share the costs of the mediation.

8.06 Policy Grievance and/or Employer Grievance

Where an alleged violation of the Collective Agreement occurs directly between the parties, the grievance shall be commenced at Step 2.

8.07 Union May Institute Grievance

The Union and its Representatives shall have the right to originate a grievance on behalf of an employee, or group of employees and to seek adjustment with the Employer in the manner provided in the Grievance Procedure. Such a grievance shall commence at Step 2.

8.08 Replies in Writing

Replies to grievances stating reasons shall be in writing at all stages.

8.09 Definition of Working Days

“Working day” as used in the Grievance and Arbitration procedure shall mean a day other than Saturday, Sunday or a recognized holiday.

ARTICLE 9 – ARBITRATION

9.01 Referral to Arbitration

It is agreed by the parties hereto that any difference of opinion relating to the interpretation, application or administration of this Agreement which cannot be settled after exhausting the Grievance Procedure shall be settled by arbitration. A Notice of Intent to arbitrate shall be forwarded to the other party within the time limits set out in Article 8.04 and such notice shall contain the name of the Union’s nominee to the Arbitration Board. Within five (5) working days from the receipt of the Notice of Intent to Arbitrate, the other party must in turn name their nominee. A third person to act as Chairman shall be appointed by the respective nominee. Should either party fail to name their nominee within five (5) working days or should the nominees fail to appoint a Chairman within ten (10) working days from the date of their appointment, either party or their nominee shall request the Office of Arbitration, Ontario Ministry of Labour, to make the appropriate appointment.

9.02 Payment for Board of Arbitration

Each of the parties hereto shall bear the expense of the arbitrator appointed by it, and the parties hereto shall jointly bear equally the expense of the third party, and any cost of the place of hearing of such arbitration, if and when the necessity arises.

9.03 Powers of the Board

It is agreed and understood that the Arbitration Board shall have no authority to alter, modify or annul any part of this Agreement. However, the Arbitration Board shall have authority to substitute such other penalty for the discharge or discipline, as the Arbitration Board deems just and reasonable in all circumstances.

9.04 Decision of the Board

The Arbitration Board shall hear and determine the matter and shall issue a decision which shall be in writing and contain the reasons for the decision. The decision of the majority shall be the decision of the Arbitration Board, but if there is no majority decision, the decision of the Chairman will govern.

9.05 Time limits

The time limits mentioned in this Article and in the preceding Article may be extended by mutual agreement of the parties in writing.

9.06 Single Arbitrator

The Employer and the Union agree that by mutual written agreement of the parties, a Sole Arbitrator may be substituted for a Board of Arbitration. The appointment and jurisdiction of the Arbitrator shall conform to the provisions of this Article. Each party shall pay one-half (½) of the fees and expenses of the arbitrator and any costs of the place of hearing of such arbitration if and when the necessity arises.

9.07 All agreements reached under the Grievance or Arbitration Procedures will be final and binding on the Employer and the Union and employees.

9.08 No person may serve on a Board of Arbitration including HILDA, who is a direct employee of the Employer or Union.

ARTICLE 10 – DISCIPLINE

10.01 Clearing the File

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

10.02 Discipline Notices

Whenever the Employer or a representative of the Employer deems it necessary to censure an employee in a manner indicating that dismissal may follow any repetition of the act complained of or omission referred to, or that dismissal may follow if such employee fails to bring her work up to a required standard, the Employer shall, within five (5) days thereafter, give written particulars of such censure to the Secretary of the Union, with a copy to the employee involved.

10.03 Discharge Procedure

When an employee is discharged or suspended, the employee and the Union shall be advised promptly in writing by the Employer as to the reason for such discharge or suspension.

10.04 May Omit Grievance Step

An employee considered by the Union to be wrongfully or unjustly discharged or suspended shall be entitled to a hearing under Article 8, Grievance Procedure. Step 1 of the Grievance Procedure shall be omitted in such cases.

10.05 Access to Personnel File

An employee shall have the opportunity to review the contents of her personnel file at a mutually agreeable time in the presence of an Employer representative. The employee will be allowed to make copies of any documents contained therein. The employee shall have the right to respond in writing to any document placed in the file. Such reply shall become part of the permanent record.

10.06 Right to Have a Steward

At the time of formal disciplinary suspension or discharge is imposed, an employee may have the right to the presence of a Union Representative. The Employer shall notify the employee of this right in advance.

ARTICLE 11 – SENIORITY

11.01 Seniority

Seniority is defined as a length of service with the Employer in the bargaining unit. Seniority shall be used in determining preference or priority for promotions, transfers, demotions, lay-offs and recalls provided the senior applicant is able to meet the normal requirements of the job. Seniority shall operate on a bargaining unit wide basis.

11.02 Seniority List

The Employer shall maintain separate seniority lists for full-time and part-time employees showing the date upon which each employee's service commenced. An up-to-date seniority list shall be sent to the Union and posted on the main bulletin board in January and June of each year. An employee's name shall not be placed on the seniority list until she has completed her probationary period as outlined in Article 11.05 below. The president shall be supplied with copies of the seniority lists.

Seniority, as set out on the posted seniority list, will be used for all of the purposes set out in the Collective Agreement save and except for promotions and layoffs. For promotions and layoffs, the seniority list will be updated to the end of the pay period prior to the pay period during which the job was posted, or the notice of layoff was given.

All seniority, vacation and other credits obtained under this Agreement shall be retained and transferred with the employee when reclassified.

11.03 If an employee transfers from part-time to full-time, the following method shall be used to calculate her seniority from one group to another for purposes of establishing anniversary date: 1500 hours PAID equals one (1) year.

11.04 If an employee transfers from full-time to part-time, the following method shall be used to calculate her seniority from one group to another for purposes of establishing an anniversary date: one (1) year equals 1500 hours PAID.

11.05 Probationary Employees

Newly hired employees shall be considered on a probationary basis for a period 500 hours from the date of hiring. 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. It is understood that a lesser standard of just cause will apply during this period and that probationary employees shall have the right to grieve such discipline or discharge. After completion of the probationary period, seniority shall be effective from the original date of employment.

11.06 Seniority previously accumulated will be lost and the employee's employment shall be deemed terminated:

- a. resigns and does not withdraw the resignation within two [2] working days;
- b. is discharged and such discharge is not reversed through grievance or arbitration;
- c. fails to report for work for more than two [2] working days without notifying employer;
- d. fails to return to work upon termination of an authorized leave of absence, without obtaining written permission from the Employer, or utilizes a leave of absence for purposes other than those for which the leave of absence was granted.
- e. is laid off for a period in excess of twenty-four [24] consecutive months.
- f. Where an employee is absent for more than twenty-four (24) months because of sickness or physical disability or both, or by reason of absence while on WSIB, prior to the automatic termination of employees under this clause, the Employer agrees to review the employee's status to ensure that any action taken by the Employer complies with the Human Rights Code.

ARTICLE 12 - PROMOTIONS AND STAFF CHANGES

12.01 Information in Postings

The job posting notice shall contain the following information: nature of the position, qualifications, shift, wage or salary rate or range.

a) Job Postings

When a vacancy occurs or a new position is created within the bargaining unit, which the Employer requires to be filled, within ten (10) working days of the vacancy, the Employer shall post a notice on the Employer's main bulletin boards with a copy to the Union.

The position shall be posted for a period of ten (10) working days so that interested employees can apply. The name of the successful applicant shall be posted on the Employer's main bulletin board.

(b) Temporary Vacancies

Temporary vacancies anticipated to be less than ten (10) weeks duration shall not be posted, unless otherwise agreed between the Employer and the Union. The Employer will endeavour to distribute shifts as equally as possible.

(c) Temporary Job Postings

A vacancy which occurs for more than ten (10) weeks will be posted stating that the position is limited and shall indicate the estimated duration of the limited job. In any event, the limited job shall not exceed one (1) year, unless mutually agreed by the parties. Upon termination of a limited job, the employee filling the vacancy shall be returned to the classification and job location in which he/she last worked. In the event that a part-time employee is the successful applicant, the said employee shall retain his/her part-time status during the limited full-time period. An employee filling a temporary vacancy of eight (8) weeks or longer duration shall not bid on any other temporary posting until the end of his/her temporary position.

(d) Successful Applicant

The successful applicant for a permanent full-time vacancy will fill the vacancy within six (6) working days from the date the employee was awarded the vacancy unless there are circumstances beyond the reasonable control of the Employer.

The successful applicant for a temporary full-time vacancy will fill the vacancy within ten (10) working days from the date the employee was awarded the vacancy unless there are circumstances beyond the reasonable control of the Employer.

12.02 Trial Period

Employees who are awarded a job as a result of a job posting shall be given a trial period of ten (10) worked days from the first day of work. If during the trial period it is determined that the employees is unsatisfactory, or if they so request, they shall revert to their former job and rate with no loss or interruption of seniority.

12.03 Union Notification

The Union shall be notified of all appointments, hirings, layoffs, recalls and terminations of employment.

12.04 In matters of promotion and staff transfer, appointment shall be made of the senior applicant able to meet the normal requirements of the job.

12.05 Postings while on Vacation or Leave

When an employee will be absent on vacation, and/or a leave of absence, the employee may advise her manager, in writing, and no more than seven days prior to beginning the vacation, that she wishes to be considered for any potential job posting which might arise during her vacation. The written notice must specify the job or position for which the employee wishes to be considered. If such a job or position then arises during the employee's vacation, the written notice will be considered an application. The written notice is only valid during the vacation period immediately following its delivery to the manager.

12.06 Outside Advertising

Outside advertising for additional employees may be done at the same time as the internal job posting. In all cases present employees shall be given preference to new hires.

ARTICLE 13 – LAY OFFS AND RECALLS

13.01 Lay offs and Rehiring Procedure

Both parties recognize that job security should increase in proportion to length and quality of service. Therefore, in the event of a lay off, employees shall be laid off in accordance with Article 11 - Seniority; however, the Employer will retain sufficient employees in each classification in order to continue to provide competent nursing care for residents of the Home. Employees shall be recalled in the order of their seniority, providing they are qualified to do the work and do not require training other than orientation.

13.02 A layoff shall be defined as a reduction in the work force or a reduction in the regular hours worked as defined in this agreement.

13.03 Lay Off Procedure

- (a) In the event of lay off, the Employer shall lay off employees in reverse order of seniority within their classification, provided that there remain on the job employees who are able to meet the normal requirements of the job.
- (b) An employee who is subject to lay-off shall have the right to either:
 - i) Accept the lay off; or
 - ii) Displace an employee who has
 - less bargaining unit seniority in a lower or identical paying classification;
 - and
 - who has scheduled hours less than or equal to the employee being laid off;
 - and

- if the employee originally subject to lay off is qualified for and can perform the duties without training other than orientation.
- iii) An employee who wishes to exercise her or her right to displace another employee with less seniority shall advise the Employer within seven (7) days of the date of the notice of layoff issued by the Employer.
- iv) For the purpose of the operation of clause (b) ii), laid off part-time employees shall not have the right to displace full-time employees.
- v) In the event that an employee is laid off from the full-time bargaining unit and provided that no other full-time bargaining unit positions are available for which the employee is qualified and able to perform, the full-time bargaining unit employee shall then be allowed to displace a part-time bargaining unit employee with less seniority provided that the employee is qualified and able to do the work available and do not require training other than orientation.

13.04 Recall

- (a) An employee shall have the opportunity of recall from a layoff to an available opening in order of seniority, provided she has the ability and qualifications to perform the work.
- (b) 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.

ARTICLE 14 - HOURS OF WORK

14.01 Hours of Work

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

14.02 All rest periods are paid and are in 15 minutes in duration.

14.03 The following table shall be referred to as the Master Schedule.

Position/Shift	Hours of Work				Hours Paid	Meal Periods # of 30 Min. Breaks		Rest Periods # of 15 Min,Breaks
						Paid	Unpaid	
RPN'S/RN	7:00	am	7:00	pm	12	2		3
	7:00	pm	7:00	am	12	2		3
4 Hour Shift	7:00	am	11:00	am	4			1
PSW	7:00	am	7:00	pm	11		2	3
	7:00	pm	7:00	am	12	2		3
Weekend and Statutory Holidays					12	2		3
Housekeeper	7:00	am	3:30	pm	8		1	2
Laundry	11:00	pm	4:00	pm	5			1
Cook	6:45	am	6:15	pm	11	1	1	3
Dietary Aid	6:00	am	2:30	pm	8		1	2
	9:30	am	6:30	pm	8		2	2
	9:00	am	2:30	pm	5		1	1
	4:00	pm	8:30	pm	4.5			1
Program Coordinator	9:00	am	4:30	pm	7		1	2
Maintenance	8:30	am	4:30	pm	7.5		1	2
Activity Coordinator	8:30	am	3:30	pm	6.5		1	2

14.04 The Master Schedule shall not require employees to work more than 5 (five) consecutive days except the 4(four) hour shift unless mutually agreed. Nothing in this article shall be construed as a guarantee of hours per day, or days per week.

14.05 All hours shall be distributed as equally as practicable for the core schedule. All extra hours shall be distributed by seniority.

14.06 Responsibility Allowance

Where an RPN is absent from her normal shift and the employer temporarily assigns a PSW to carry out some additional responsibilities of the absent RPN, the employee shall receive an allowance of **\$1.50 (one dollar and fifty cents)** per hour.

14.07 Posting of Schedules

Posting of schedules will be posted no less than 4 weeks in advance and each schedule shall be for a period of 4 weeks. Once the master schedule is posted, it shall not be changed, additional shifts may become available due to illness, injury, these additional shifts will be offered by seniority as per Article 14.05.

14.08 Days Off

The Employer shall schedule on the master schedule one weekend off in every two (2) week period which shall include Saturday and Sunday for full-time employees unless employees request otherwise.

The Employer shall schedule on the master schedule one weekend off in every **third (3)** week period which shall include Saturday and Sunday for **part-time** employees unless employees request otherwise.

14.09 Time Off Between Shifts

Employees shall have no less than 12 hours off between shifts.

Failure to provide 12 hours between the end of an employee's scheduled shift and the commencement of such employee's next scheduled shift shall result in payment of overtime rates as per Article 11 for only those hours which reduce the 12-hour period.

Employees changing from days to nights shall have no less than 24 hours off between shifts. Failure to provide 24 hours between the end of an employee's scheduled day shift and the commencement of such employee's next scheduled night shift shall result in payment of overtime rates as per Article 11 for only those hours which reduce the 24-hour period.

Employees changing from nights to days shall have no less than 48 hours off between shifts. Failure to provide 48 hours between the end of an employee's scheduled night shift and the commencement of such employee's next scheduled day shift shall result in payment of overtime rates as per Article 11 for only those hours which reduce the 48-hour period.

14.10 Reporting Pay

Employees who report for any scheduled shift will be guaranteed at least four (4) hours of work, or if no work is available, will be paid at least four (4) hours except when work is not available due to conditions beyond the control of the home. The reporting allowance outlined as herein shall not apply whenever an employee has received prior notice not to report for work.

14.11 Shift Exchanges

Employees will be permitted to exchange days off, or shifts, with other employees by completing the appropriate forms, as supplied by the Employer, and with the Employer's permission. Such permission will not be unreasonably withheld. The Employer has no obligation for any premium payment arising out of any such exchange. Where the shifts involved involve shift differential, this premium shall be paid to the employee working the shift.

14.12 Standard/Daylight Savings Time

At the time of change from Standard Time to Daylight Savings Time or Daylight Savings Time to Standard Time, employees shall be paid for the hours they worked at their straight time hourly rate of pay for all such hours worked.

ARTICLE 15 - OVERTIME

15.01 Overtime

All authorized work outside the normal workday which is at least (8) hours as stated in the Master Work Schedule and all authorized work over 80 hours bi-weekly, or (12) hour shifts, which is 84 hours bi-weekly, shall be paid at the rate of time and one half provided the employee has received prior approval from management.

15.02 No Lay Off to Compensate for Overtime

Employees shall not be required to lay off during regular hours to equalize any overtime worked.

15.03 a) In the event that overtime is required to be worked at the end of a shift, such work shall first be offered to the employee who is already engaged in that work. Where that employee is unavailable to complete the overtime work, then it shall be offered to the other employees, in order of their seniority, in the department at the time, with the most senior employee being given preference.

b) All other overtime shall be given in order of seniority to the employees who are willing and qualified to perform the work that is available.

15.04 No Duplicating or Pyramiding of Overtime

Overtime premiums will not be duplicated or pyramided, nor shall the same hours worked be counted as part of the normal work week or as hours worked for which the overtime premium is paid.

ARTICLE 16 – HOLIDAYS

1601 The Employer recognizes the following as paid holidays for all employees within the Bargaining Unit:

New Years's Day
Good Friday
Victoria Day
Canada Day
Civic Holiday

Labour Day
Thanksgiving Day
Christmas Day
Boxing Day
Family Day

1602 Holiday Qualifications

In order to be entitled to receive payment for these holidays, the employee must work her scheduled working day immediately preceding or the working day succeeding the holiday unless on a leave of absence or absent due to illness.

1603 A day's pay for part-time employees shall be calculated in accordance with ESA currently in force.

1604 Payment for Holidays

An employee who is required to work on any of the above-named holidays will receive pay at the rate of time and one-half (1 ½) the employee's regular hourly rate for every hour worked on such day, in addition to pay for the holiday at the employee's regular hourly rate or the employee may be granted an alternate day off (lieu day), at a mutually agreeable time, to be taken within sixty (60) days after the holiday except at Christmas and New Year's. Payment for such lieu day will be based upon the entitlement the employee otherwise would have been eligible to receive for the holiday at straight time hourly rates. All actual hours worked on a statutory holiday will be paid at the rate of time and one half (1 ½) of the employee's regular hourly rate of pay.

16.05 Christmas or New Year's Off

The holiday schedule shall provide that every employee shall have at least Christmas or New Year's Day off.

16.06 Floating Day

The Employer agrees to grant employees one floating day off with pay to be taken on a day mutually agreed upon between the Employer and the Employee.

ARTICLE 17 - VACATIONS

17.01 The vacation year shall be based on the employee's service date.

- a) A full-time and part time employee who has completed one (1) or more years of continuous service, but less than five (5) years of continuous service shall receive two (2) weeks annual vacation time off and vacation pay of four (4%) percent of his wages earned during the previous twelve (12) months;
- b) A full-time and part time employee who has completed five (5) or more years of continuous service, but less than ten (10) years of continuous service shall receive three (3) weeks annual vacation time off and vacation pay of six (6%) percent of his wages earned during the previous twelve (12) months;
- c) A full-time and part time employee who has completed ten (10) or more years of continuous service, but less than seventeen (17) years of continuous service shall receive four (4) weeks annual vacation time off and vacation pay of eight (8%) percent of his wages earned during the previous twelve (12) months;

FULL TIME ONLY

- d) A full-time employee who has completed seventeen (17) years or more of continuous service shall receive five (5) weeks of annual vacation time off and vacation pay of ten (10%) percent of his wages earned during the previous twelve (12) months;
- e) A full-time employee who has completed twenty-three (23) years or more of continuous service shall receive six (6) weeks of annual vacation time off and vacation pay of twelve (12%) percent of his wages earned during the previous twelve (12) months;
- f) A full-time employee who has completed twenty-seven (27) years or more of continuous service shall receive seven (7) weeks of annual vacation time off and vacation pay of fourteen (14%) percent of his wages earned during the previous twelve (12) months.

17.02 Holidays During Vacation

If a paid holiday falls or observed during a full-time employee's vacation period for which she qualifies, she shall be granted an additional day's vacation with pay for each holiday in addition to her regular vacation time.

17.03 Vacation Pay on Termination

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

17.04 Unbroken Vacation Period

An employee shall be entitled to receive her two (2) week vacation in an unbroken period unless otherwise mutually agreed upon by the employee concerned and the Home.

17.05 A vacation list request shall be posted by March 1st of each year. Employees shall have until April 1st to make their vacation request. The approved vacation schedule shall be posted by May 1st of each year and shall not be changed unless mutually agreed to by the employee and the Employer.

The choice of vacation time shall be in accordance with seniority within each classification and employees shall be entitled to receive their vacation in maximum period of two weeks consecutively, unless otherwise mutually agreed upon between the employee concerned and the Employer.

17.06 All employees must request vacation pay to be paid out, on their timecards before the end of the current pay period. Employees must declare their choice prior to the first pay in April. This vacation accumulation must be paid in the fiscal year that it is earned.

17.07 An employee shall not be permitted to accumulate vacation from one year to another.

ARTICLE 18 - SICK LEAVE

1801 Proof of Illness – An employee shall be entitled to sick leave pay for those days the employee was scheduled to work but did not work because employee was ill, provided that upon return to work after illness, the employee shall complete the sick leave certificate as required. An employee may be required to produce a certificate from a doctor/medical practitioner for any illness in excess of two (2) working days, certifying that such employee is unable to carry out 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 two (2) days absents due to illness if an employees record indicates a pattern of intermittent absenteeism.

1802 Full time employees who have completed their Probationary period shall receive 10 days paid sick leave. The year is defined as December 1 to November 30. Sick leave shall be earned on the basis of .83 days for every month of service for full time employees up to a maximum of then (10) days annually.

1803 On December 1st all employees shall be paid 50% of unused sick time.

- 1804 Employees in their 1st year of employment commencing from their completion of their probationary period shall receive a pro rata amount of days of sick leave.
- 1805 Employees shall advise their immediate supervisor as soon as possible that they are unable to perform their normal duties due to illness or accident.
- 1806 Part time employees shall receive 4 days paid sick leave in accordance with above.

ARTICLE 19 - LEAVE OF ABSENCE

19.01 Personal Leave

- a) The Employer may grant leave of absence without pay and without loss of seniority to any employee requesting such leave of absence for valid personal reasons such request to be in writing at least (1) months' notice and approved by the Employer. Employees on approved leave of absence should not engage in any gainful employment without permission of the Employer. Such leave is not to be unreasonably denied, however, such personal leave may be denied by the Employer for operational requirements.
- b) It is understood that seniority will not accumulate during such leave of absence in excess of 30 days, but seniority shall be retained during such period.

19.02 Union Activity

The Manager or designate may grant a leave of absence without pay or loss of seniority to a maximum of two (2) employees at any one time with not more than one representative from any classification unless mutually agreed by both parties, to attend union conventions, educational sessions or while on union business, which permission shall not be unreasonably withheld. Such leave must be applied for in writing at least ten (10) working days in advance and all leaves for all employees shall not exceed twenty- five (25) working days per year.

19.03 Leave of Absence for Full-Time Union or Public Duties

An employee who is elected or selected for a full-time position with the Union or anybody with which the Union is affiliated, or who is elected to public office, shall be granted leave of absence without pay and without loss of seniority.

19.04 Bereavement Leave

All employees shall be granted up to five (5) consecutive days off without loss of pay from the employees regularly scheduled hours or previously accepted shifts, up to a maximum of five (5) days shall be granted to an employee to make arrangements for and/or attend the funeral of the employees' parent, spouse (common- law, same sex) and child. Three (3) days for brother, sister, mother-in-law and father-in-law. One of the days of leave shall be the day of the funeral. All employees shall be granted one (1) day leave of absence without loss in pay to attend the funeral of an employee's grandparent, grandchild, brother-in-law and sister-in-law.

19.05 Pregnancy and Parental Leave

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

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

The employee shall give the Employer four (4) weeks' notice, in writing, of the day upon which 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 four (4) weeks' notice in writing of her intention to return to work. The employee may shorten the duration of the leave of absence requested under this Article upon giving the Employer four (4) weeks' notice of 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.

19.06 Education Leave

If required by the Employer, an employee shall be entitled to a leave of absence without loss in pay and benefits and without loss of seniority to upgrade their employment qualifications.

ARTICLE 20 - PAYMENT OF WAGES AND ALLOWANCES

20.01 Pay during Temporary Transfers

When an employee temporarily relieves in or performs the principal duties of a higher paying position, she shall receive the rate for the job. When an employee is temporarily assigned to a lower paying position than her own, her rate shall not be reduced.

20.02 Paydays

Employees will be paid on a bi-weekly basis. The normal payday shall be Thursday. However, should a paid holiday fall on the pay day, payday will be advanced by one (1) day.

20.03 Payment for In-Service/Mandatory Training

The Employer agrees to pay employees who are required by the Employer to attend in-service sessions **which will be scheduled during work hours, training, ORCA classes** at their straight time hourly rate for all hours in attendance at such sessions. Such payment shall not be subject to the overtime provisions of the Collective Agreement.

20.04 Shift Premium

The Employer agrees to pay a shift premium of **sixty cents (\$0.60)** per hour to employees for each hour worked where the majority of their hours fall between the hours of **1900 hours and 0700 hours**.

20.05 Preceptorship Premium

A Preceptor Premium at two dollars (\$2.00) per hour will be paid for all hours that an employee has been assigned preceptor duties for student placement(s). An employee must agree to be a student preceptor prior to the employer assigning the student.

For clarity, it is understood that the Preceptor's role is to use leadership skills and instruction skills to facilitate the student in obtaining valuable learning experience(s) and in providing constructive feedback about the students' performance.

ARTICLE 21 EMPLOYEE BENEFITS

21.01 Eyeglasses Full time employees shall receive **\$125.00** for an eye examination every twenty-four (24) months and up to **\$400.00** for prescription eyeglasses every twenty-four (24) months. Employees, in order to obtain payment under this clause, must provide receipts.

21.02 Employee Benefits – Health and Welfare – Premium in Lieu

Part-time employees shall receive **five percent 5%** of their regular rate of pay per hour worked above their regular rates of pay as set out in Appendix "A" hereto attached in lieu of all forms of health and welfare and fringe benefits.

ARTICLE 22 - TECHNOLOGICAL CHANGES

22.01 Technological and Other Changes

The Employer will notify the Union at least thirty (30) days in advance of any technological or other change, which the Employer plans to introduce which will significantly change the status of the employees within the bargaining unit. The Employer agrees to meet and discuss with the Union the impact of the technological or other change on the Home, its employees and the residents.

ARTICLE 23 - GENERAL CONDITIONS

23.01 Bulletin Board

The Employer shall provide two bulletin boards 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 regular meetings, special meetings, seminars, or Union activities. The union is responsible for removing stale dated material.

23.02 Copies of Agreement

The Union and the Employer desire every employee to be familiar with the provisions of this Agreement and her rights and duties under it.

It is agreed that the Union will prepare the Collective Agreement for signing within sixty (60) days of receiving the arbitration award or written notice of ratification and shall subsequently arrange to print sufficient copies within thirty (30) calendar days from the date it receives the signed copy of the Collective Agreement. The Union and the Employer shall share the cost of printing equally.

23.03 Plural or Feminine Terms May Apply

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

ARTICLE 24 - TERM OF AGREEMENT

24.01 Effective Date

This agreement shall remain in effect until **March 31st, 2025**, and shall remain in effect from year to year thereafter unless either party gives the other party written notice of termination or desire to amend this Agreement. Such notification will be made within ninety (90) days prior to the termination of the Agreement or in any year thereafter.

24.02 Changes in Agreement

Any changes deemed necessary in this Agreement may be made by mutual agreement at any time during the existence of this Agreement.

Signed this 9 day of February, 2024.

FOR THE EMPLOYER:
NORTHDALE MANOR

Nick Hobb
Kenneth Zis
EMontgomery

FOR THE UNION:
CUPE AND ITS LOCAL 5056

[Signature]
[Signature]
[Signature]

nc/cope 491

**WAGES AND CLASSIFICATIONS
SCHEDULE "A"**

RESIDENT CARE RPN	STEP	APRIL 1, 2023 \$1.00	APRIL 1, 2024 \$0.75
	Start	\$25.05	\$25.80
	Year 1	\$25.61	\$26.36
	Year 2	\$26.17	\$26.92

NURSES AID (PSW)	STEP	APRIL 1, 2023 \$1.00	APRIL 1, 2024 \$0.75
	Start	\$18.23	\$18.98
	Year 1	\$18.84	\$19.59
	Year 2	\$19.47	\$20.22

ACTIVITY & VOLUNTEER COORDINATOR	STEP	APRIL 1, 2023 \$1.00	APRIL 1, 2024 \$0.75
	Start	\$17.05	\$17.80
	Year 1	\$17.68	\$18.43
	Year 2	\$18.29	\$19.04

COOK	STEP	APRIL 1, 2023 \$1.00	APRIL 1, 2024 \$0.75
	Start	\$17.09	\$17.84
	Year 1	\$17.68	\$18.43
	Year 2	\$18.29	\$19.04

HOUSEKEEPING, LAUNDRY DIETARY AIDS	STEP	APRIL 1, 2023 \$1.00	APRIL 1, 2024 \$0.75
	Start	\$16.60	\$17.35
	Year 1	\$17.29	\$18.04
	Year 2	\$17.90	\$18.65

MAINTENANCE	STEP	APRIL 1, 2023 \$1.00	APRIL 1, 2024 \$0.75
	Start	\$18.29	\$19.04
	Year 1	\$18.91	\$19.66
	Year 2	\$19.52	\$20.27

EMPLOYEE BENEFITS
Schedule "B"

Group Benefit Plan
Northdale Manor
Effective January 1, 2016

Life Insurance

Benefit Formula	1x Annual Salary
Benefit Maximum	\$100,000
Termination Age	75 or retirement
No evidence maximum	\$100,000

AD&D

Benefit formula	Same as life
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General:

Family Deductible	Nil
General Coinsurance	80%
Hospital/Ambulance Coinsurance	100%
Nursing Care Annual Maximum	\$10,000
Hospital Room:	Ward
Termination Age	75 or Retirement

Paramedical

Basic and Supplementary	Chiropractor, Physiotherapist, Psychologist, Osteopath, Podiatrist, Speech Therapist, Naturopath
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Annual Maximum	\$300 per practitioner
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Drugs

Pay Direct Drug Card	Yes
Annual Maximum per Certificate	\$5000
Type of Drugs Covered	Generic Prescription
Coinsurance	80%
Dispensing Fee Maximum	\$10.00

Miscellaneous

Out of Country Referrals	Yes
Out of Country Lifetime Maximum	\$5,000,000
Orthopedic Shoes Annual Max	\$300/12 months
Orthotics Annual Maximum	\$300/12 months
Hearing Aids Annual Maximum	\$500 /60 months

LETTER OF UNDERSTANDING

Between:

NORTHDALE MANOR
(The "Employer")

AND

**THE CANADIAN UNION OF PUBLIC EMPLOYEES AND
ITS LOCAL UNION 5056**
(Hereinafter called the "Union")

RE: SCHEDULING COMMITTEE

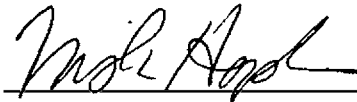
The Employer and the Union agree to continue discussion through the Labour Management Committee's Scheduling Committee regarding the schedules and equity in the distribution of hours.

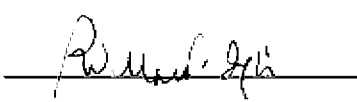
The Scheduling Committee will be responsible for reviewing data related to the above-mentioned areas and make recommendations to the Labour Management Committee.

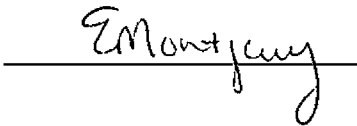
This letter shall be in effect for the term of this collective agreement.

Signed this 9 day of February, 2024.

FOR THE EMPLOYER:
NORTHDALE MANOR







FOR THE UNION:
CUPE AND IT'S LOCAL 5056

