

COLLECTIVE AGREEMENT

between

NISBET LODGE HOME FOR THE AGED

and

**THE CANADIAN UNION OF PUBLIC EMPLOYEES
AND ITS LOCAL 4248**

TERM OF AGREEMENT:

JANUARY 1, 2023 TO DECEMBER 31, 2025

Table of Contents

ARTICLE 1 – PURPOSE OF AGREEMENT.....	3
ARTICLE 2 – MANAGEMENT RIGHTS.....	3
ARTICLE 3 – RECOGNITION.....	4
ARTICLE 4 – NO DISCRIMINATION/HARASSMENT.....	4
ARTICLE 5 – UNION DUES.....	5
ARTICLE 6 – LABOUR/MANAGEMENT COMMITTEE.....	6
ARTICLE 7 – BARGAINING RELATIONS.....	7
ARTICLE 8 – GRIEVANCE PROCEDURE.....	7
ARTICLE 9 – ARBITRATION.....	9
ARTICLE 10 – DISCHARGE, SUSPENSION AND DISCIPLINE.....	9
ARTICLE 11 – SENIORITY.....	10
ARTICLE 12 – PROMOTION AND STAFF CHANGES.....	11
ARTICLE 13 – LAYOFF AND RECALL.....	12
ARTICLE 14 – HOURS OF WORK.....	14
ARTICLE 15 – OVERTIME.....	16
ARTICLE 16 – PAID HOLIDAYS (for full-time employees only).....	16
ARTICLE 17 – VACATIONS.....	17
ARTICLE 18 – SICK LEAVE.....	18
ARTICLE 19 – LEAVES OF ABSENCE.....	20
ARTICLE 20 – PAYMENT OF WAGES AND ALLOWANCES.....	24
ARTICLE 21 – EMPLOYEE BENEFIT PLAN.....	24
ARTICLE 22 – EDUCATION.....	27
ARTICLE 23 – PART-TIME EMPLOYEES.....	28
ARTICLE 24 – MODIFIED WORK.....	28
ARTICLE 25 – HEALTH AND SAFETY.....	29
ARTICLE 26 – NO STRIKES OR LOCKOUTS.....	29
ARTICLE 27 – NEW CLASSIFICATION.....	29
ARTICLE 28 – TECHNOLOGICAL CHANGE OR RESTRUCTURING.....	30
ARTICLE 29 – GENERAL CONDITIONS.....	30
ARTICLE 30 – RN/RPN CERTIFICATE.....	31
ARTICLE 31 – TERM OF AGREEMENT.....	31
SCHEDULE "A".....	33
LETTER OF UNDERSTANDING.....	35
RE: LOST WAGES – LABOUR/MANAGEMENT COMMITTEE.....	35
LETTER OF UNDERSTANDING.....	36
RE: UNIFORMS.....	36

ARTICLE 1 – PURPOSE OF AGREEMENT

- 1.01 It is the purpose of both parties to this Agreement:
- a) To establish collective bargaining relations between the Employer and the employees covered by this Agreement and to provide settled and just conditions of employment.
 - b) To recognize the mutual value of joint discussions and negotiations in matters pertaining to working conditions, services, etc. and to ensure that items agreed to are put in place within the time agreed to.
 - c) To encourage efficiency in operations.
 - d) To ensure that optimum resident care is provided and maintained.
 - e) To promote the moral well-being and security of all employees in the bargaining unit.
 - f) It is agreed between the parties that in constructing this Agreement that if the context so requires, the singular shall refer to the plural and that the feminine shall apply to the masculine.

ARTICLE 2 – MANAGEMENT RIGHTS

- 2.01 The Union and the employees recognize that it is the right of the Employer to exercise the regular and customary functions of the Employer to:
- a) Direct the working forces, maintain order, discipline and efficiency;
 - b) Manage and maintain the care, safety and well-being of the residents of Nisbet Lodge.
 - c) Hire, discharge, layoff, classify, transfer, promote, demote and suspend or otherwise discipline an employee with just cause.
 - d) Generally, to manage the operation and undertakings of the Employer.
 - e) Make, enforce and alter, from time to time, reasonable rules and regulations to be observed by the employees. Such reasonable rules and regulations are to be discussed by the parties before implementation.
 - f) Determine the term, nature and kind of services rendered; the kinds and location of machines, tools, instruments and equipment; the content of jobs and number of employees to be employed; the extension, limitation, curtailment or cessation of operations or any part thereof, 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.

ARTICLE 3 – RECOGNITION

3.01 The Employer recognizes the Canadian Union of Public Employees and its Local 4248 as the sole and exclusive collective bargaining agent for all its employees in the City of Toronto, save and except supervisors, and persons above the rank of supervisor, Secretary/Receptionist to the Executive Director and hereby agrees to negotiate with the Union or any of its authorized committees, concerning all matters affecting the relationship between the parties.

Upon written request, the Employer will provide the Union with the names of employees in the Registered Nurse classification in the bargaining unit.

Note for Clarification

The parties confirm that all regularly scheduled Charge Nurses are at or above the level of supervisor and, as such, are excluded from the bargaining unit.

3.02 No Contracting Out and Work of the Bargaining Unit

- a) The Home shall not contract out any work usually performed by members of the bargaining unit if, as a result of such contracting out, a lay-off of any employee other than casual part-time employees results from such contracting out. Contracting out to an Employer who is organized and who will employ the employees of the bargaining unit who would otherwise be laid off with similar terms and conditions of employment, is not a breach of this Agreement.
- b) Persons excluded from the bargaining unit, including but not limited to volunteers, shall not perform duties normally performed by the employees in the bargaining unit which shall directly cause or result in the lay-off or reduction in hours of work of an employee in the bargaining unit.
- c) **Prior to retaining an agency to fill a shift, the Employer will ensure that the shift is offered to members of the bargaining unit in order of seniority on a rotational basis, at non overtime rates of pay, and then at overtime rates of pay.**

3.03 The Employer undertakes that it will not enter into any agreement or contract, verbal or written, with any employees represented by the Union neither individually or collectively which will conflict with the provisions of this agreement.

ARTICLE 4 – NO DISCRIMINATION/HARASSMENT

4.01 The Employer and the Union agree that there shall be no discrimination exercised or practiced by either of them, by reason of age, race, creed, colour, ancestry, national origin, religion, political affiliation or activity, sexual orientation, sex, marital or family status, handicap, nor by reason of her membership or activity in the Union or any other reason.

4.02 "Harassment means engaging in a course of vexatious comment or conduct that is known or ought reasonably to be known to be unwelcome" *ref. Ontario Human Rights Code, sec. 10 (1).*

- a) "Every person who is an employee has a right to freedom from harassment in the workplace by the Employer or agent of the Employer or by another employee because of race, ancestry, place of origin, colour, ethnic origin, citizenship, creed, age, record of offences, marital status, same-sex partnership status, family status or handicap". ref. Ontario Human Rights Code, sec 5(2).
- b) "Every person who is an employee has a right to freedom from harassment in the workplace because of sex by his or her Employer or agent of the Employer or by another employee". ref. Ontario Human Rights Code, sec 7(2).

The employee rights set out above shall be interpreted within the context of the *Ontario Human Rights Code*.

An employee who believes that she has been harassed, contrary to this provision shall follow the process set out in the Grievance and Arbitration provision of the collective agreement.

4.03 The Employer and the Union agree that there shall be no discrimination, interference, restriction or coercion exercised or practiced with respect to any employee by reason of his/her membership or activity or lack of activity in the Union.

4.04 The parties agree that if incidents involving aggressive client action occur, such action will be recorded and reviewed at the Occupational Health & Safety committee. Reasonable steps within the control of the Employer will follow to address the legitimate health and safety concerns of employees presented in that forum.

The parties further agree that suitable subjects for discussion at the joint Labour Management committee will include aggressive residents.

4.05 An employee who in good faith and with reasonable cause, files a complaint pursuant to this Article has a right to do so without threat of reprisal. An employee who intentionally makes a false complaint pursuant to this Article will be subject to discipline up to and including discharge.

ARTICLE 5 – UNION DUES

5.01 The Employer will deduct from the earnings of all bargaining unit employees an amount equal to Union dues as established by the Union.

5.02 Such employees will have the required Union dues deducted from their pay commencing the first pay of the month following employment and thereafter.

5.03 All such amounts shall be remitted to the CUPE National office prior to the fifteenth (15th) day of the month following, together with a list of employees, their wages for the month and the amounts of dues.

The Employer will identify all new hires for the month the dues are submitted. A copy of the above lists shall be forwarded to Local 4248 Recording Secretary.

5.04 The Union shall indemnify and save harmless the Employer, its agents, and/or employees acting on behalf of the Employer, from any and all claims, demands, actions or causes of

action arising out of, or in any way connected with the collection and remittance of such dues.

- 5.05 The Employer agrees to acquaint new employees with the fact that a Union Agreement is in effect and with conditions of employment set out in the article dealing with dues check-off.
- 5.06 On commencing employment, the new employee shall be introduced to his/her Union steward or representative during orientation and arrange for an opportunity for a ten (10) minute meeting on the premises without loss of pay. The Employer will provide the employee with a copy of the Collective Agreement.
- 5.07 The same time that Income Tax (T4) slips are made available, the Employer shall type on the amount of Union dues paid by each bargaining unit employee in the previous year.

ARTICLE 6 – LABOUR/MANAGEMENT COMMITTEE

- 6.01 Where either party believes that there are matters of mutual concern and interest that would be beneficial if discussed at a Labour-Management Committee Meeting during the term of this Agreement, the following shall apply:
- a) A maximum of four (4) representatives of each party, or more as mutually agreed, shall meet at a mutually satisfactory time and place. The Union Representatives shall include the National Representative. A request for a meeting hereunder will be made in writing prior to the date proposed and accompanied by an agenda of matters proposed to be discussed, which shall not include matters that are properly the subject of grievance or negotiations for the amendment or renewal of this Agreement. The Committee shall meet once every three (3) months or more or less frequently, as deemed necessary by the Committee, at a mutually agreeable time and place.
 - b) Any representative(s) attending such meetings during their regularly scheduled hours of work shall not lose regular earnings as a result of such attendance.
 - c) Copies of Minutes will be completed within ten business days and agreed to by both, the Employer and the Union, prior to distribution to members of the committee. Minute taking will be alternated between the Employer and the Union.
 - d) The parties agree that issues of workload and harassment will be standing agenda items at the Labour-Management Committee meeting. The purpose of the discussion on workload is to open up communication on workload concerns and to review and seek potential resolutions to these issues. The Union may make recommendations that will be responded to by the Employer within thirty (30) days. The Employer will provide the Union with copies of policies related to harassment.

ARTICLE 7 – BARGAINING RELATIONS

- 7.01 No employee or group of employees shall undertake to represent the Union at meetings with the Employer without proper authorization of the Union. In order that this may be carried out, the Union will supply the Employer with the names of its officers.
- 7.02 A Union bargaining committee shall be elected or appointed and consist of not more than three members of the Union. The Union will advise the Employer of the Union members on the committee.
- 7.03 The Union acknowledges that members of the negotiating committee must continue to perform their regular duties and all activities of the committee will be carried on outside the regular working hours of the members unless otherwise mutually arranged.
- 7.04 The members of the bargaining committee shall not suffer loss of earnings and will not be required to work their regular scheduled shift on the day the parties meet for the purpose of negotiations to renew this collective agreement including all conciliation proceedings but excluding any arbitration proceedings.
- For the purpose of this Article, the night shift is the shift that begins on the same day as negotiations.
- 7.05 A representative of the Canadian Union of Public Employees shall be allowed on the premises of the workplace to assist employees in grievance meetings or all matters arising out of the administration of this Agreement, subject to prior notification.

ARTICLE 8 – GRIEVANCE PROCEDURE

- 8.01 The Union shall notify the Employer in writing of the name of each steward and the department he/she represents and the name of the chief steward, before the Employer shall be required to recognize her.
- 8.02 The Union recognizes that each steward is employed by the Employer and that he/she will not leave her work during working hours except to perform her duties under this Agreement. Therefore, no steward shall leave her work without obtaining permission from her supervisor, which permission shall not be unreasonably withheld.
- 8.03 Definition of a Grievance
- Grievances shall be defined as any difference arising out of the interpretation, application, administration or alleged violation of the Collective Agreement including any questions relating to whether or not the matter is arbitrable. The aggrieved employee(s) will attempt to resolve the grievance with her immediate supervisor within seven (7) working days of becoming aware of or ought reasonably to have become aware of the incident giving rise to the grievance.
- Step 1: Failing satisfactory settlement within five (5) working days after the dispute was submitted to the employee's Supervisor, the aggrieved employee will meet with

her steward to submit a statement in writing of the particulars of the grievance and the redress sought. The steward will submit the grievance to the employee's immediate supervisor. The immediate supervisor will deliver his or her decision in writing within five (5) working days following the day on which the grievance was presented to him or her.

Step 2: Failing satisfactory settlement at Step 1, the Chief Steward will present the grievance to the Executive Director or his/her designate. It is understood and agreed that a representative of the Canadian Union of Public Employees may be present at the meeting. The Executive Director will deliver his or her decision within ten (10) working days following the day on which the grievance was presented to him or her. Failing settlement, either party may submit the grievance to arbitration within twenty-one (21) days of the Executive Director's response.

The grievor shall have the right to be present at each step of the grievance procedure. Replies to grievances stating reasons shall be in writing at Steps 1 & 2.

8.04 An employee shall have the right to request a Union Representative to be present during any formal disciplinary meeting, or at any stage in the grievance procedure. In cases of suspension or discharge the Employer shall inform the employee of this right. However, nothing in this article shall prevent the Employer from taking prompt disciplinary action where no Union Representative is available on site and the discipline is of a serious nature.

8.05 The time limits in both the grievance and the arbitration procedure may be extended by written consent of the parties.

8.06 Policy Grievance

A grievance arising directly between the Employer and the Union concerning the interpretation, application or alleged violation of the Agreement shall be originated at Step 2 within ten (10) working days following the circumstances giving rise to the grievance. It is expressly understood, however, that the provisions of this Article may not be used with respect to a grievance directly affecting an employee which such employee could themselves institute and the regular grievance procedure shall not be thereby bypassed. If no written request for arbitration is received within fifteen (15) working days after the decision under Step 3 is given, the grievance shall be deemed to have been abandoned.

8.07 Working days, for purposes of this Article, shall mean Monday to Friday, exclusive of Holidays and weekends.

8.08 Mediation

By mutual consent the parties may agree to use the services of a Mediator. Each party shall pay one-half (1/2) of the fees and expenses of the Mediator and any costs of the place of hearing of such mediation if and when the necessity arises.

ARTICLE 9 – ARBITRATION

- 9.01 When either party requests that a grievance be submitted to arbitration, the request shall be made by registered mail or couriered letter, with proof of delivery, addressed to the other party of the Agreement, indicating the name of its nominee on an arbitration board. Within ten (10) days thereafter, the other party shall answer by registered or couriered mail indicating the name and address of its appointee to the Arbitration Board. The two appointees shall select an impartial chairperson.
- 9.02 If the party receiving the notice fails to appoint an arbitrator, or if the two appointees fail to agree upon a chairperson within 30 working days of their appointment, the Ministry of Labour shall make the appointment upon request of either party.
- 9.03 The decision of the majority shall be the decision of the Board. Where there is no majority decision the decision of the chairperson shall be the decision of the Board. The decision of the Board of Arbitration shall be final, binding and enforceable on all parties. The Board of Arbitration shall not have the power to change this Agreement or to alter, modify or amend any of its provisions or make a decision contrary to the provisions of this Agreement.
- 9.04 No person may be appointed as arbitrator who has been involved in an attempt to negotiate or settle the particular grievance concerned, unless the parties agree otherwise.
- 9.05 Expenses of the Board
Each party shall pay:
- a) The fees and expenses of the nominee it appoints.
 - b) One-half of the fees and expenses of the Chairperson.
- 9.06 Amending of Time Limits
The time limits fixed in both the grievance and arbitration procedures may be extended by consent of the parties.
- 9.07 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 (1/2) 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.

ARTICLE 10 – DISCHARGE, SUSPENSION AND DISCIPLINE

- 10.01 An employee may be dismissed or disciplined, but only for just cause. In cases of discharge and discipline, the burden of proof shall rest with the Employer.

- 10.02 An employee subject to disciplinary action which is to be recorded in the employee's personnel file, shall have the right, if he/she so requests, to the presence of the Union steward or Union committee member or, if either of the above are not available, a member representative of the employee's choice who is working on the current shift.
- 10.03 An employee considered by the Union to be unjustly discharged or suspended shall be entitled to a hearing under Step 2 of the grievance procedure.
- 10.04 Personnel Records
- a) Having provided a written request to the Executive Director or Designate at least three (3) working days (excluding holidays and weekends) in advance, an employee shall be entitled to see her personnel file for the purpose of reviewing any evaluations or formal disciplinary notations contained therein in the presence of a supervisor at a mutually satisfactory time. It is understood and agreed that an employee is not entitled to see job references.
 - b) Any disagreement as to the accuracy of information contained in the employee's file may be subject to the Grievance Procedure. No evidence from the employee's record, of which the employee was not aware at the time of filing, may be introduced as evidence at any hearing.
 - c) An employee's record (except in cases of resident abuse) will not be referred to at arbitration if she/he has been discipline free for a period of eighteen (18) months.

ARTICLE 11 – SENIORITY

- 11.01 Full-time seniority is defined as the length of service in the bargaining unit and shall include service with the Employer prior to the certification or recognition of the Union. Part-time seniority will accrue on the basis of 1750 hours equals one (1) year. Notwithstanding the above, part-time employees cannot accrue more than one (1) year of seniority in a twelve (12) month period.
- 11.02 The Employer shall maintain a seniority list showing the current classification and the date upon which each employee's service commenced. An up-to-date seniority list shall be sent to the Union and posted on all bulletin boards in January and July of each year. Employees [except those on sick leave or vacation for the entire forty- five (45) day period] shall have forty-five (45) days from the date of posting to report any errors to the Employer. After such forty-five (45) days period, the seniority list shall be deemed to be accurate.
- 11.03 A newly hired employee shall be on probation for the first 450 hours of her employment. An employee released from employment during the probationary period for any deficiencies in her work performance will not be entitled to file a grievance provided **the reason for discharge is not arbitrary or discriminatory in nature.**
- 11.04 After completion of the probationary period, seniority shall be effective from the date of commencement of employment.

11.05 Loss of Seniority

An employee shall lose his/her seniority in the event that:

- a) He/she is discharged for just cause and is not reinstated.
- b) He/she resigns.
- c) He/she fails to return to work within fifteen (15) days following a lay-off after receiving notice by registered or couriered mail to do so, unless through sickness or other just excuse accepted by the Employer. An employee must provide to the Employer his or her current address, and the Employer will send such notices to the most current address on file.
- d) He/she is absent from work for more than thirty (30) months by reason of illness or other physical disability; or work related injury. The employee must present a Doctor's certificate for such absence. The Employer agrees that any action taken with respect to employees who are absent due to illness, injury or disability, shall comply with the Human Rights Code.
- e) He/she is absent from work without a reasonable excuse for more than three (3) consecutive days for which he/she is scheduled to work, unless it was not possible to notify the Employer.

ARTICLE 12 – PROMOTION AND STAFF CHANGES

12.01 When a new position is created and/or vacancy occurs in a classification within the bargaining unit, the Employer shall post notices of the position on all bulletin boards for a minimum of seven (7) working days, to allow members to inform themselves about the position. A copy of all job postings will be given to the Union. The name of the successful applicant shall be posted on the Employer's main bulletin board.

12.02 Such notice will contain the following information: Nature of the position, qualifications, required knowledge and education, skills, shift, hours of work and wage and salary rate, date posted and deadline date for applications.

12.03 No outside persons will be considered for a vacancy until all bargaining unit applicants have been fully processed.

12.04 Both parties recognize the principle that promotion from within the service of the Employer is preferred.

In case of promotion, demotions or permanent transfer of employees, the qualification, experience, ability and seniority of the employee shall be considered. Where qualifications, experience, and ability as stated in the posted notice of position are relatively equal, seniority shall be the determining factor, in which case the senior applicant who is able to meet the normal requirements of the posted position shall be appointed to the position.

12.05 Trial Period

The successful applicant shall be given a trial period of thirty (30) days, during which the Employer will determine if the employee can satisfactorily perform the job. The employee

shall be declared permanent after the trial period. In the event the successful applicant proves unsatisfactory in the position during the aforementioned trial period, or if the employee finds herself unable to perform the duties of the new job classification, she shall be returned to her former position, wage or salary rate, without loss of seniority. Any other employee promoted or transferred because of the rearrangement of positions shall also be returned to her former position, wage or salary rate, without loss of seniority. Any unsuccessful applicants for the original posting will then be considered. In the event there are no suitable applicants in the original posting, the position will be reposted.

- 12.06 Part-time employees filling a vacancy resulting from a pregnancy/parental leave or a temporary full-time vacancy, not exceeding twelve (12) months, will continue to be treated as part-time employees for purposes of the collective agreement.

Upon completion of the temporary vacancies, such employees will be immediately returned to their previous position and classification. If the former position no longer exists, the employee shall be placed in an equivalent position in accordance with the established seniority system or practice of the Employer.

- 12.07 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 (7) days prior to the beginning of the vacation, that she wishes to be considered for any potential job posting which might arise during her vacation and/or leave. 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 employees' vacation, the written notice will be considered an application. The written notice is only valid during the vacation and/or leave period immediately following its delivery to the manager.

ARTICLE 13 – LAYOFF AND RECALL

- 13.01 A layoff shall be defined as a reduction in the work force or a reduction in the regular hours of work as defined in this Agreement.

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.

- 13.02 Both parties recognize that job security shall increase in proportion to length of service. Therefore, in the event of a lay-off, employees shall be laid off in the reverse order of their bargaining unit-wide seniority. An employee about to be laid off may elect to accept lay off or bump any employee with less seniority, provided the employee exercising the right is qualified and able to immediately perform the work of the employee with less seniority. The employee about to be laid off shall advise the Employer within three (3) working days (i.e. Monday to Friday exclusive of holidays) of receiving the lay off notice of her intent and the position claimed.

- 13.03 Employees shall be recalled in order of their seniority provided that the employee is able to perform the duties of the position.

13.04 Grievance concerning lay-off and recalls shall be initiated at Step 2 of the grievance procedure.

13.05 Benefits on Layoff

In the event of a lay-off, (save for weekly indemnity for which laid-off employees are not eligible), the Employer shall pay costs of the insured benefits premium for a period of one month from the end of the month in which the lay-off occurs. The employee is required to advise the Employer when employment is secured elsewhere.

NOTE: In the event of a lay off or recall, an employee who bumps another employee or takes a vacant position, is entitled to that position only and not necessarily the shift, etc. of the employee bumped.

13.06 Seniority shall include days worked and paid for by the Employer since the last day of hire.

13.07 Notice of Layoff

a) In the event of a proposed layoff of a permanent or long-term nature, the Home will provide the Union with at least eight (8) weeks notice. This notice is not in addition to required notice for individual employees.

b) In the event of a layoff of a permanent or long-term nature, the Home will provide affected employees with notice in accordance with the *Employment Standards Act* However, the *Employment Standards Act* will be deemed to be amended to provide notice to the affected employee as follows:

If service is greater than nine (9) years	Nine (9) weeks notice
If service is greater than ten (10) years	Ten (10) weeks notice
If service is greater than eleven (11) years	Eleven (11) weeks notice
If service is greater than twelve (12) years	Twelve (12) weeks notice

c) After providing the Union with notice of layoff in part (a), the Employer agrees to meet with the Union through the Labour Management Committee to review the reasons and expected duration of the lay-off, any realignment of service or staff and its effect on employees in the bargaining unit.

Any agreement between the Employer and the Union resulting from the above process concerning the method, timing and implementation will take precedence over other terms of lay-off and related provisions in this collective agreement.

13.08 Laid off employees shall retain seniority, service and recall rights for twenty-four (24) months from the last date of layoff.

13.09 The Employer agrees that no new employees will be hired until all qualified employees have been given an opportunity to be recalled.

ARTICLE 14 – HOURS OF WORK

- 14.01 Nothing herein shall be construed as a guarantee of hours of work per day or per week or the number of days per week.
- 14.02 The regular daily hours of work shall be seven and one-half (7½) hours per day exclusive of a thirty (30) minute uninterrupted meal period. There shall be no split shifts.
- 14.03 The regular work week shall be seven and one-half (7½) hours per day, equaling thirty-seven and one-half (37½) hours per week.
- 14.04 No shift of the Elevator Operator or the Receptionist shall be less than three (3) hours in length. No shift in any other classification shall be less than four (4) hours in length.
- 14.05 No overtime shall be worked unless pre-approved by the Manager.
- 14.06 Weekends off shall be distributed equitably. Full time employees shall receive at least every second weekend off. Every part-time employee who wishes to have at least every third weekend off will be accommodated. A week-end off is defined as Saturday and Sunday.
- 14.07 No more than six (6) consecutive days of work shall be scheduled without one (1) day off except by mutual agreement of the Employer and the Union.
- 14.08 The hours and day of work of each employee shall be posted in an appropriate place at least two (2) weeks in advance. Schedules shall not be changed without providing the affected employee with at least twenty-four (24) hours notice except in an emergency. Employee requests for days off due to availability must be provided to the Department Managers at least one (1) week, where possible, prior to the posting of the schedule.
- 14.09 All available shifts shall be allocated to employees prior to the schedule being posted subject to the availability of employees in the classification.
- 14.10 Shift shall be scheduled in order of seniority within the classification subject to articles 14.12 and 14.13.
- 14.11 Unless the employee requests otherwise, all employees will receive either Christmas or New Years off.
- 14.12 Full-time employees are hereby defined to be those persons regularly employed for more than forty-eight (48) hours on a bi-weekly basis.
- 14.13 Part-time employees are hereby defined to be those persons regularly employed for less than forty-eight (48) hours on a bi-weekly basis.
- 14.14 A casual employee is defined as one who works on an intermittent (irregular) or as needed basis and depending on the employee's indicated availability.
- 14.15 Any employee who is scheduled to work at least 48 hours in a two (2) week period shall receive employee benefits as set out in this Agreement.

- 14.16 A full-time or a part-time employee working seven and one-half (7½) hours shall be permitted a rest period of fifteen (15) consecutive minutes in both the first half and the second half of each scheduled work period in an area made available by the Employer.
- 14.17 On Call
An employee who leaves her place of work and is subsequently required to attend work prior to the starting time of her next scheduled shift, shall receive a minimum of three (3) hours or one-and-one-half (1½) times the hours actually worked, whichever is greater.
- 14.18 a) Employees working shifts of more than four (4) paid hours but less than seven and one-half (7½) hours shall receive a one half (½) hour uninterrupted meal period and one fifteen (15) minute rest period.
b) Employees working less than four (4) paid hours shall receive one fifteen (15) minute rest period.
- 14.19 Extra shifts such as those required to cover short-term illness or leaves of absence shall be offered in the following order:
a) Full-time employees who are scheduled less than seventy-five (75) hours in a two week pay period shall be offered up to seventy-five (75) hours over a two week pay period in rotating seniority order.
b) Part-time employees (those regularly scheduled to work less than forty-eight (48) hours in a two week pay period) shall be offered up to seventy-five (75) hours over a two week pay period in rotating seniority order.
c) After all full-time and part-time call in sheets are exhausted, students and casual employees shall be offered up to seventy-five (75) hours over a two week pay period in rotating seniority order.
- 14.20 Where the call in is requested within one-half (½) hour of the starting time of the shift and the Employee commences work within one (1) hour of the call, then the Employee will be paid as if the entire shift had been worked, provided she completes the shift for which she was called in.
- 14.21 Weekend Premium
Where the hours worked by an employee occurs on Saturday or Sunday, there will be an additional premium of **sixty-five cents (65¢)** per hour for all hours worked.

Shift Premium

Effective the start of the first pay period after ratification, introduce the following new shift premium language

Employees shall be paid a shift premium of twenty cents (20¢) per hour for all hours worked where the majority of an employee's shift falls between 1500 and 700 hours. (3 pm – 7am).

ARTICLE 15 – OVERTIME

- 15.01 The Employer will provide for overtime after seventy-five (75) hours bi-weekly, and seven and one-half (7½) hours per day. All hours worked in excess of seven and one-half (7½) hours per day or seventy-five hours (75) over a two (2) week pay period shall be considered overtime.
- 15.02 Upon the Employer's consent, which consent shall not be unreasonably withheld, employees may switch shifts. However, the Employer shall not be required to pay overtime or any other increase in rates to the employees which would not have been due except for the switch in shifts.
- 15.03 Employees who work overtime will not be required to take time off in regular hours to make up for overtime worked but may take time off equivalent to overtime by mutual agreement with his/her Manager.
- 15.04 As is practicably possible, overtime will be distributed among qualified employees who are available and willing to do the work, in order of seniority.

ARTICLE 16 – PAID HOLIDAYS (for full-time employees only)

- 16.01 a) The Employer recognizes the following paid holidays:
- | | | |
|----------------|--|---------------|
| New Year's Day | Canada Day | Christmas Day |
| Family Day | Civic Holiday (1 st Monday in August) | Boxing Day |
| Good Friday | Labour Day | |
| Victoria Day | Thanksgiving Day | |
- b) The Employer agrees to grant employees two (2) floating days off with pay per calendar year to be taken on a day mutually agreed upon between the Employer and the employees.
- 16.02 If another Federal, Provincial or Municipal holiday should be proclaimed during the term of this Agreement, such holiday will replace one of the float days.
- 16.03 If an employee qualifies for holiday pay, he/she shall receive her regular straight time wages for the holiday. In addition, an employee who works on a holiday will receive one and one-half (1 ½) times her regular straight time wages for all hours worked on that day. Full time employees may elect to receive a lieu day with pay on a day mutually agreed to within thirty (30) days of the holiday. Employees must make the election at least seventy-two (72) hours prior to the holiday.
- 16.04 When any of the above-named holidays falls on an employee's scheduled day off, the employee shall receive a day's pay and another day off without pay within two (2) months at a time mutually agreed upon.
- 16.05 An employee who has completed her probationary period who works less than regular hours will receive pay for holidays on a pro-rated basis depending on her hours of work.

16.06 In order to qualify for paid holiday entitlements, an employee must have:

- i) Been employed for three (3) consecutive months or more since the date of last hire;
- ii) Worked her full scheduled shifts immediately prior to and following the paid holiday;
- iii) Worked ten (10) days in the previous 28 calendar days prior to the holiday.

It is understood that an employee will not be required to work his/her scheduled shift before or after a paid holiday if she/he is absent on sick leave, or if she/he is on an authorized leave of absence.

If a paid holiday is observed during an employee's vacation, such employee shall be given another day's vacation with pay.

ARTICLE 17 – VACATIONS

17.01 a) All employees other than Registered Nurses shall receive an annual vacation with pay in accordance with the employee's year of service as follows:

After one (1) year of service	Two (2) calendar weeks
After three (3) years of service	Three (3) calendar weeks
After eight (8) years of service	Four (4) calendar weeks
After fifteen (15) years of service	Five (5) calendar weeks
After twenty-five (25) years of service	Six (6) calendar weeks
After twenty-eight (48) years of service	Seven (7) calendar weeks

b) Registered Nurses (RN's and RPN's) shall receive an annual vacation with pay in accordance with the employee's years of service as follows:

After one (1) year of service	Three (3) calendar weeks
After five (5) years of service	Four (4) calendar weeks
After fifteen (15) years of service	Five (5) calendar weeks
After twenty-five (25) years of service	Six (6) calendar weeks
After twenty-eight (28) years of service	Seven (7) calendar weeks

Years of service for each employee will be calculated from the employee's anniversary as modified by 17.03 below for part-time employees.

c) Part-time employees may request vacation time off using the same process as full-time employees.

All vacation pay shall be paid to part-time employees no later than the end of July of each year. The employer shall provide each employee which an itemized statement of his/her vacation wages and deductions.

17.02 Vacation pay will be based on two percent (2%) of gross annual earnings for each week of vacation entitlement.

- 17.03 Part time employees will accrue service for vacation improvement on the basis of 1750 hours worked equals one year of service. The vacation scheduling will be the same as for full-time employees.
- 17.04 If a paid holiday falls or is observed during an employee's vacation period, she shall be allowed an additional vacation day with pay at a time designated by the employee.
- 17.05 A blank vacation schedule for the year will be posted by February 1st of each year. Employees will have until March 15th to request vacation.
- 17.06 Vacation schedules shall be posted by April 15th of each year and shall not be changed without the consent of the employee affected. The Employer will advise employees regarding their vacation requests within thirty days.
- 17.07 Vacation requests which are made on or before March 15th in each year will be granted on the basis of seniority. The Employer will make a reasonable attempt to grant all vacation requests made after March 15th on a "first come, first served basis". Notwithstanding clause 17.06, the Employer will respond to requests made after March 15th within two (2) weeks of the employee making the request.
- 17.08 An employee may request to take their entire vacation allotment in consecutive weeks provided that the request is made for months other than June 15 to September 15, and the month of December. During those months, an employee will be limited to three (3) consecutive weeks of vacation. Such requests shall not be unreasonably denied.
- 17.09 An employee may request an extra ten (10) days vacation without pay but including all rights and benefits of this Agreement in order to visit relatives outside of North America. Such a request will not be unreasonably denied provided such request is made in writing. Requests for additional days off will be granted within the guidelines for each department and by seniority.
- 17.10 The Employer shall provide to each employee a statement of vacation, floater and sick time credits in January and July of each year. Employees, [except those on vacation and sick leave for the entire 45-day period], shall have forty-five (45) days from the date of receipt, to report any errors to the Employer. After such forty-five (45) days period, the statement shall be deemed to be accurate.
- 17.11 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 have any remaining accrued vacation paid out at termination.

ARTICLE 18 – SICK LEAVE

- 18.01 Sick leave means the period of time an employee is absent from work by virtue of being sick or disabled, exposed to 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 *Workplace Safety and Insurance Board Act* and being unable to perform their duties shall be covered by these sick leave provisions.

- 18.02 Each full-time employee will be credited with one (1) day's leave per month of employment, but not to exceed a maximum accrued total of twelve (12) days.
- 18.03 An employee who is sick on a scheduled workday will be paid for the scheduled hours missed and such time will be deducted from her/his accumulated sick credits.
- 18.04 Sick leave will start to accumulate after the successful completion of the probationary period but will be calculated from the time of hire
- 18.05 Employees may use their accumulated sick leave to cover the unpaid waiting period of the short-term disability plan and to top up the benefits paid under the STD plan to a maximum of 100 percent (100%) of an employee's regular straight time earnings.
- 18.06 The Employer may request a doctor's certificate from the employee for absences due to illness of **four (4) days or more** or in situations where the employer has reason to believe the absence may not be for illness or injury. **A doctor's certificate may also be required if the employee has an established pattern of illness or injury and has previously been advised by the employer.**
- If there is a cost to the employee for the medical certificate, it will be paid for by the Employer.
- 18.07 Annually, the Employer shall advise each employee in writing of the amount of sick leave accrued to his/her credit.
- 18.08 It is the employee's responsibility to notify the Employer of any expected absence as soon as possible before the start of her/his shift. Employees will endeavour to provide at least two (2) hours advance notice for a day shift absence and at least six (6) hours advance notice for an evening or night shift absence.
- 18.09 Drug, dental, disability and life insurance benefits plan coverage will end if an employee is unable to return to work after their short-term disability is used up. The employee will be able to continue with drug, dental and life insurance coverage for an additional period of twelve (12) months after the completion of short-term disability provided the employee pays the full cost (employer and employee portion) of the benefit premiums.
- 18.10 In the event an employee feels ill and requires attention, the Employer will ensure that such employee receives timely attention.
- 18.11 Family Sick Leave
Regular full-time employees who have completed their probation, may be granted leave for up to a total of three (3) days with pay per calendar year, and such days shall be charged against the employee's sick bank, for matters associated with family members, that is - child, parent, spouse, common-law partner, same sex spouse or fiancé(e).

18.12 Self-Isolation

If an employee is required to self-isolate as a result of the Employer policy or at the direction of the Employer, and if the employee is not entitled to WSIB benefits for the period of such self-isolation, the employee will be entitled to use sick-leave, vacation, or lieu entitlements for any hour of work lost during such period.

ARTICLE 19 – LEAVES OF ABSENCE

19.01 Employee representatives from the Union i.e. officers, stewards and members of committees shall not suffer any loss of pay or benefits for total time involved in Collective Agreement negotiations, grievance and arbitration procedures and any meetings with the Employer.

19.02 Bereavement Leave

An employee shall be granted a minimum of five (5) consecutive days without loss of pay or benefits in the case of a death of the employee's spouse, (including common law or same sex partner), son or daughter.

An employee shall be granted a minimum of three (3) consecutive days without loss of pay or benefits in the case of a death in the employee's immediate family. If, for any reason, the employee requires other arrangements, such arrangements are subject to the approval of the Executive Director.

An employee shall be granted one (1) day without loss of pay or benefits to attend the funeral of an aunt., uncle, niece or nephew.

The term immediate family shall mean: father, mother, sister, brother, grandchild, grandparent, mother in-law, father in-law or legal guardian.

An employee who has completed her probationary period and is bereaved of brother- in-law, sister-in-law, son-in-law or daughter-in-law shall be allowed off on the day of the funeral without loss of earnings.

It is understood that spouse in this Article shall include common-in-law partner and same-sex partner as defined in the *Family Law Act*.

Where the burial occurs outside Toronto, an additional leave without pay for a reasonable amount of time may be granted if requested and the Employer may request proof of death."

19.03 Personal Leave

- a) The Executive Director, at his/her discretion, may grant or refuse a request for a leave of absence without pay for extenuating personal reasons, provided that he/she receives at least one (1) month's notice in writing unless impossible and that such a leave may be arranged without undue inconvenience to the normal operation of the Home. Applicants when applying in writing must indicate the date of departure, the date of return and the reason for the request.
- b) If leave of absence is granted, the employee shall be advised in writing with a copy to the Union.
- c) Full-time employees over the age of seventy (70) will no longer be eligible for benefits under Article 21.02 and instead will receive the percentage in-lieu under Article 23.01

for all of items included under 23.01.

- d) Employees who are on leave of absence will not engage in gainful employment on such leave and if an employee does engage in gainful employment while on such leave, she will forfeit all seniority rights and privileges contained in this Agreement and will be deemed to have resigned employment from Nisbet Lodge, unless otherwise agreed by the Union and the Employer.
- e) An employee who has been granted a leave of absence of any kind and overstays her leave, unless she obtains permission or provides a satisfactory explanation, shall be considered to have resigned.
- f) To qualify for leaves of absence pursuant to Article 19.03, ordinarily the employee must have completed at least one (1) year of employment with the Employer. It is expressly understood no benefit as hereinafter provided shall accrue to or be paid to any employee on leave of absence.
- g) Personal leaves of absence, which are to exceed thirty (30) calendar days will be without accrual of seniority/service. If the employee chooses to continue to be enrolled in the benefit plans, the employee will be responsible for payment of both the Employer and the employee share of benefit premiums.
- h) **Employees must use all available vacation, lieu days, and float days prior to requesting unpaid leave under this provision.**

19.04 Pregnancy and Parental Leave

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

- a) Pregnancy leave shall be granted for seventeen (17) weeks as provided in the *Employment Standards Act* and may begin up to 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 start her leave of absence, unless impossible, and provide the Employer, if requested, with a certificate of a legally qualified medical practitioner stating that she is pregnant and giving the estimated day upon which delivery will occur.

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

The employee shall give at least **four (4) weeks'** notice of her intention to return to work. The employee may, with the consent of the Employer, shorten the duration of the leave of absence requested under this Article upon giving the Employer two (2) weeks notice of her intention to do so, and furnishing the Employer with a certificate of a legally qualified medical practitioner stating that she is able to resume her work.

Additional leave of absence may be taken under article 19.05, Parental Leave.

- b) An employee who is on pregnancy leave as provided under this Agreement and has applied for and is in receipt of Employment Insurance pregnancy/parental benefits pursuant to sections 18 and 20 of the Employment Insurance Act, 1971, shall be paid a supplemental unemployment benefit. That benefit will be equivalent to the difference between seventy-five percent (75%) of her regular weekly earnings and the sum of her weekly rate of Employment Insurance benefits and any other earnings. Such

payment shall commence following completion of the one (1) week Employment Insurance waiting period and receipt by the Employer of the employee's Employment Insurance cheque stub as proof that she is in receipt of Employment Insurance pregnancy/parental benefits and shall continue while the employee is in receipt of such benefits for a maximum period of fifteen (15) weeks. The employee's regular weekly earnings shall be determined by multiplying her regular hourly rate on her last day worked prior to the commencement of the leave times her normal weekly hours.

The employee does not have any vested right except to receive payment for the covered unemployment period. The plan provides that payments in respect of guaranteed annual remuneration or in respect of deferred remuneration or severance pay benefits are not reduced or increased by payments received under the plan.

An employee who does not apply for leave of absence under 19.08 a) i) and who is otherwise entitled to pregnancy leave, shall be entitled to and shall be granted leave of absence in accordance with 19.08 a).

- i) upon providing the Employer, before the expiry of two (2) weeks after she ceased to work, with a certificate of a legally qualified medical practitioner stating that she was not able to perform the duties of her employment because of a medical condition arising from her pregnancy, and giving the estimated day upon which, in her opinion, delivery will occur or the actual date of her delivery.

If an employee who is pregnant is forced to stop working and has been unable to provide two (2) weeks' notice, she shall still be entitled to pregnancy leave in accordance with 19.04 a).

Such employee shall, within two (2) weeks after stopping work, provide the Employer with a certificate of a legally qualified medical practitioner stating that she was not able to perform the duties of her employment because of a medical condition arising from her pregnancy, and giving the estimated day upon which, in his opinion, delivery will occur or the actual date of her delivery.

- c) During the period of leave, the Employer shall continue to pay the Employer's portion of hospital, medical, dental, group life, pension and other benefits included and prescribed by *the Employment Standards Act* unless the employee gives the Employer written notice that the employee does not intend to pay the employee contributions.
- d) An employee who intends to return to work after her pregnancy or parental leave shall so advise the Employer when she requests the leave of absence. On return from pregnancy or parental leave, the employee shall be placed in her former position. If her former position no longer exists, she shall be placed in an equivalent position in accordance with the established seniority system or practice of the Employer in existence at the time the leave of absence began.

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

- e) Such absence is not an illness under the interpretation of this Agreement, and sick leave credits cannot be used.
- f) Credits for service for the purpose of salary increments, vacations, or any other benefit included and prescribed under the *Employment Standards Act* shall continue and seniority shall accumulate during the leave.
- g) Upon expiry of seventeen (17) weeks pregnancy leave, an employee may immediately

commence parental leave, as provided under article 19.05 of this Agreement. The employee shall give the Employer at least two (2) weeks notice in writing that she intends to take parental leave.

19.05 Parental Leave

- a) An employee who becomes a parent, and who has been employed by the Employer for at least thirteen (13) weeks immediately preceding the date of the birth of child or the date the child first came into care or custody of the employee, shall be entitled to parental leave.
- b) A "parent" includes: the natural mother or father of the child; a person with whom a child is placed for adoption and a person who is in a relationship with the parent of the child and who intends to treat the child as his or her own.
- c) Parental leave must begin within **seventy-eight (78)** weeks of the birth of the child or within **seventy-eight (78)** weeks of the day the child first came into the custody, care and control of the parent. For employees on pregnancy leave, parental leave will begin immediately after pregnancy leave expires. Parental leave shall be granted for up to sixty-one (61) weeks in duration if the employee also took pregnancy leave and sixty-three (63) weeks in duration if they did not.
- d) An employee not on pregnancy leave requesting parental leave, shall give the Employer four (4) weeks written notice of the date the leave is to begin.
- e) Parental leave ends sixty-one (61) weeks after it began if the employee also took pregnancy leave and sixty-three (63) weeks after it began if they did not or on an earlier day if the employee gives the Employer at least four (4) weeks written notice of the day.

For the purposes of parental leave under article 19.05 the provisions under Article 19.04 (a), (c), (d) (e), (f) and (g) shall also apply.

19.06 Jury Duty and Witness Summons

If an employee is required to serve as a juror in any court of law, or is required to attend as a witness in a court proceeding in which the Crown is a party, or is required by subpoena to attend a court of law or coroner's inquest, in connection with a case arising from an employee's duties at the Home, the employee shall not lose regular pay because of such attendance, provided that the employee:

- a) Notifies the Home immediately on the employee's notification that he/she will be required to attend at court;
- b) Presents proof of service requiring the employee's attendance; and
- c) Deposits with the Home the full amount of compensation received, excluding mileage, travelling and meal allowance, and an official receipt thereof.

19.07 Leave for Union Function

Upon seven (7) days notification to the Employer, an employee elected or appointed to represent the Union shall be allowed a leave of absence with pay and benefits and without loss of seniority, provided such leave can be arranged without undo inconvenience to the operation of the Home. The Union shall reimburse the Employer for receipt of such pay and

benefits.

19.08 Union Office

The Employer will grant leave of absence for a maximum of one (1) year to any employee who requests such a leave by reason of his/her election or appointment as an officer of the Union without pay and without loss of seniority or occupational classification, provided such leave can be arranged without undo inconvenience to the operation of the Home. Any requests for an extension shall be made in writing.

ARTICLE 20 – PAYMENT OF WAGES AND ALLOWANCES

- 20.01 The Employer shall pay wages bi-weekly in accordance with Schedule A attached hereto and forming part of this Agreement. On each payday, each employee shall be provided with an itemized statement of his/her wages and deductions.
- 20.02 New classifications may be established by the Employer during this Agreement. Wage rates for such classification shall be negotiated. However, if negotiations fail to produce Agreement then the rate shall be settled by arbitration.
- 20.03 An employee who temporarily relieves in the principal duties of a higher rated job in the bargaining unit shall be paid the higher rate.
- 20.04 An employee may, upon giving at least two (2) weeks notice, receive, on the last office day preceding commencement of her annual vacation any pay cheques, which fall during the period of vacation.
- 20.05 When an RN is absent from her normal shift, and the Employer temporarily assigns an RPN to carry out some additional responsibilities of the absent RN for a period in excess of half a shift, the employee shall receive an allowance of seven dollars and fifty cents (\$7.50) for each shift, effective the date of ratification.

ARTICLE 21 – EMPLOYEE BENEFIT PLAN

- 21.01 a) Upon request, the Union shall be provided with a current copy of the master policy of all insured benefit plans.
- b) Full-time employees shall be entitled to participate in the benefit plan after three (3) months of completed employment.
- c) Full-time employees over the age of seventy (70) will no longer be eligible for benefits under Article 21.02 and instead will receive the percentage in-lieu under Article 23.01 for all of items included under 23.01.
- 21.02 a) The Employer shall pay one hundred percent (100%) of the billed premium of the Extended Health Care plan offered by Manulife or equivalent to be chosen by the Employer.
- b) The Employer shall pay one hundred percent (100%) of the billed premium for vision

care with **three hundred dollars (\$300.00) effective the first month after ratification. Effective January 1, 2025, vision care will increase to \$350/24months.** In addition to the coverage above, employees are eligible for an eye exam once every twenty-four (24) months.

- c) The Employer shall pay one hundred percent (100%) of the billed premium for the short-term disability plan providing income replacement of 66.2/3rd percent earnings with no maximum benefit for up to seventeen (17) weeks.
Benefits under the short-term disability plan will begin on the first day of accident or hospitalization, or the eighth (8th) day of illness.
- d) The Employer shall pay one hundred percent (100%) of the billed premium for a life and accidental death and dismemberment insurance plan, covering individual employees providing coverage in the amount of two annual salary to the nearest five hundred dollars (\$500.00) with a maximum of \$20,000.00 (twenty thousand dollars), effective the date of ratification.
- e) The Employer shall pay fifty percent (50%) of the billed premium for a dental plan, the existing Manulife Plan or equivalent, with a twenty-five dollar/fifty-dollar (\$25.00/\$50.00) deductible and based on the current ODA suggested fee guide as may be updated from time to time. There shall be a two thousand dollars (\$2000.00) annual maximum per family member on dental benefits. A dental recall to nine (9) months applies to persons over the age of eighteen (18).
- f) Prior to the Employer changing carriers for any plans named in this Article, the Employer shall provide full details of the new plans to the Union prior to the effective date of change. Any new plans shall provide the same or superior benefits to those provided in the existing plans.
- g) The Drug Plan will provide for generic equivalent product unless the prescription contains a written direction from the physician that the prescribed drug is not to be substituted with another product. There shall be a dispensing cap fee of seven dollars and fifty cents (\$7.50).

21.03 Pension Plan

The following are the agreed to terms for the Nursing Homes and Related Industries Pension Plan:

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

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

"Applicable Wages" means the basic straight time wages for all hours worked, including:

- 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 etc. 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.

- .02 Each Eligible Employee covered by this Collective Agreement shall contribute from each pay period an amount equal to two and a half percent (2.5%) of applicable wages to the Plan. The Employer shall match such contributions, the amount being three percent (3%) of applicable wages. Effective **April 1, 2025** pension **contribution** will increase to **four percent (4%)** of applicable wages to the Plan. The Employer shall match such contributions, the amount being **four percent (4%)** of applicable wages.

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

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

- .03 The employee and Employer contributions shall be paid to the Plan within thirty (30) days after the end of the calendar month in which the pay period ends for which the contributions are attributable.
- .04 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 Employer acknowledge and agree that under current pension legislation, and/or regulations, the Employer has no requirement to fund any deficit in the Plan but is required to contribute only that amount as required by the Collective Agreement in force between the parties.

It is understood and agreed by the Employer and the Union that should the current pension legislation or regulations be changed so that the Employer's obligation to contribute to the Plan exceeds the amount specified in the Collective Agreement then in force, the parties will meet directly to finalize methods to relieve the Employer of this increased obligation to the extent that any such obligations exceeds that which the Employer would have if the Plan were a defined contribution plan.

- .05 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-5 as amended, which the Administrator may reasonably require in order to properly record and process pension contributions and pension benefits.

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

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

Any additional information requests beyond that noted above may be provided, if possible, by the Employer, it being understood that any additional costs of such request shall be borne by the Plan.

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

To be provided once only at Plan Commencement:

Date of Hire

Date of Birth

Date of first Remittance

Seniority List (for purposes of calculations past service credit)

i) To be provided with each Remittance:

Name

Social Insurance Number

Monthly Remittance

Pensionable Earnings

ii) To be provided once, and if Status Changes:

Address as provided to the Home Termination date when applicable

iii) To be Provided Once, if they are Readily Available:

Gender

Marital Status

ARTICLE 22 – EDUCATION

22.01 If required by the Employer, an employee shall be entitled to leave of absence with pay and without loss of seniority and benefits to upgrade his/her employment qualifications.

22.02 Where employees are required by the Employer to take courses to upgrade or acquire new employment qualifications, the Employer shall pay the full cost associated with the courses.

22.03 The Employer may grant a request for unpaid leave of absence to upgrade employment qualifications, provided that he/she provides at least one month's notice in writing unless impossible and provided that such leave may be arranged without undue inconvenience to the normal operations of *Nisbet Lodge*. Applicants, when applying, must indicate their date of departure and specific date of return.

22.04 Both the Employer and Union recognize the joint responsibility and commitment to provide, and participate in, in-service education and other educational opportunities. The Union supports the principle of the members' responsibility for their own professional development and the Employer will endeavor to provide programs related to the requirements of the Home.

Programs will be publicized, and related material will be made readily accessible to staff in a timely manner.

Any problems in accessing this information will be reported to the Labour- Management

committee for resolution.

22.05 When an employee is required by the Employer to attend in-service training outside her regularly scheduled working hours, and the employee does attend same, she shall be paid for all time spent on such attendance at her regular straight time hourly rate of pay.

22.06 **Training**

When the Employer requires training outside of working hours, it will compensate employees.

ARTICLE 23 – PART-TIME EMPLOYEES

23.01 **Premium in lieu of benefits for part time employees**

Part time employees and all casual employees shall receive in lieu of all insured health benefits, sick leave and holiday pay an amount equivalent to eight percent (8%) of his/her regular straight time hourly rate for all hours paid.

23.02 Part-time employees receiving the in-lieu payment will receive one and one half (1½) their regular hourly rate for all hours worked on a fixed holiday noted in this Agreement.

ARTICLE 24 – MODIFIED WORK

24.01 If, on the recommendation of the Workplace Safety and Insurance Board, or the attending Physician, the employee is capable only of performing work of a different kind, or of a lighter nature, and such work exists within the Home, the parties agree to meet to explore methods to expedite the return to work of such employee(s). Both parties acknowledge the mutual benefit in expediting the employee's return to work. Any agreement reached between the Employer and the Union resulting from such meeting will take precedence over this Collective Agreement.

24.02 The Employer agrees to supply the Joint Health and Safety certified Union Representative with a copy of the Workers' Compensation Board's (WSIB) Form 7 (Employer's Report & Accidental Injury or Industrial Disease) at the same time as the form is sent to the Board and the Employee.

WSIB

24.03 All employees shall be covered by the Workers' Safety and Insurance Act.

24.04 An employee receiving payment for a compensable injury or illness under WSIB shall accumulate seniority as set forth in the Workplace Safety and Insurance Act.

24.05 While on WSIB benefits, the Employer shall continue to pay its share of all premiums for employee benefit plans, based on one hundred percent (100%) of earnings as set forth in the Workplace Safety and Insurance Act.

24.06 Employees will have access to employer-paid sick leave and/or employee sick bank and/or Short-Term Disability benefits and/or Long-Term Disability (LTD) until such time as the employee's claim for benefits, including appeal, is determined by the WSIB.

ARTICLE 25 – HEALTH AND SAFETY

- 25.01 The Employer and the Union agree that they mutually desire to maintain standards of safety and health in the Nisbet Lodge Home, in order to prevent injury and illness. The parties agree to comply with the Occupational Health & Safety Act (Ontario).
- 25.02 The Employer and employees shall maintain their existing Health and Safety Committee, in accordance with the provisions of the Occupational Health and Safety Act (Ontario).
- 25.03 Scheduled time spent in such meetings and investigations is to be considered time worked and shall be paid in accordance with the collective agreement. Minutes shall be taken of all meetings and copies shall be sent to the Employer and to the Union.
- 25.04 Uniform allowance and protective clothing
- a) An employee who is required to wear a uniform in the course of **their** employment and such uniform is not provided by the Employer, will receive a uniform allowance of nine dollars fifty cents (**\$10.00**) per month, effective first day of month following ratification, paid by separate cheque in mid-December of each year. **Effective January 1, 2025, the uniform allowance will be increased to \$10.50/month.** An employee who is not classified as a full-time employee will receive a uniform allowance on a pro-rata basis depending on **their** hours of work.
 - b) Where the nature of the task assigned to an employee requires the use of special equipment, or protective clothing, such equipment and/or protective clothing will be supplied by the Employer.
- 25.05 The parties agree that if incidents involving aggressive residents occur, such action will be recorded and reviewed at the Occupational Health and Safety Committee level.

ARTICLE 26 – NO STRIKES OR LOCKOUTS

- 26.01 The Union agrees there shall be no strikes and the Employer agrees there shall be no Lock-outs so long as this Agreement continues to be in effect. The term Strike and Lock-out shall bear the meaning given them in the *Ontario Labour Relations Act*.

ARTICLE 27 – NEW CLASSIFICATION

- 27.01 The Employer agrees to provide the Union with a copy of current job descriptions for all positions listed in Schedule A. When the job duties or requirements of a job substantially change, the Employer will provide the Union with an updated job description(s).
- 27.02 New Classification
- When a new classification (which is covered by the terms of this agreement) is established by the Home, the Home shall determine the rate of pay for such new classification and notify the Local Union of the same within seven (7) days. If the Local Union challenges the rate, it shall have the right to request a meeting with the Home to endeavour to negotiate a mutually satisfactory rate. Such requests will be made within ten (10) days after the receipt of notice from the Home of such new occupational classification and rate. Any change mutually

agreed to resulting from such meeting shall be retroactive to the date that notice of the new rate was given by the Home.

If the parties are unable to agree, the dispute concerning the new rate may be submitted to arbitration as provided in the Agreement within fifteen (15) days of such meeting. The decision of the Board of Arbitration (or Arbitrator as the case may be) shall be based on the relationship established by comparison with the rates for other classifications in the bargaining unit having regard to the requirements of such classification.

When the Home makes a substantial change, during the term of the Agreement, in the job content of an existing classification, which in reality causes such classification to become a new classification, the Home agrees to meet with the Union, if requested, to permit the Union to make representation with respect to the appropriate rate of pay.

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

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

ARTICLE 28 – TECHNOLOGICAL CHANGE OR RESTRUCTURING

28.01 The Employer agrees to notify the Union in advance of any changes which the Employer may decide to introduce which will change the working conditions of employees in the bargaining unit. This notice can be given at the same time as notice under Article 13.07.

The Employer agrees to discuss with the Union the effects of such technological change and/or restructuring on the employees and to consider practical ways of minimizing any adverse effect, if any, upon the employees concerned.

ARTICLE 29 – GENERAL CONDITIONS

29.01 Lockers

Each employee will be provided with locker space during the time of his/her shift. The Executive Director may open and inspect any locker in the presence of a Union Representative or if one is not available, a witness of his/her choosing and the employee who is assigned the locker. This is intended to reflect status quo and not intended to require the building of men's lockers.

29.02 The Employer shall provide to the Union, a list of the names and addresses of all bargaining unit employees in January and July of each year. Each employee is responsible for providing the Employer with his or her current address information.

29.03 Each employee shall keep the Employer informed of changes to relevant personal and employment information such as name, address, phone number, beneficiary information, etc.

29.04 Copies of Agreement

Copies of this agreement will be reproduced in a format agreeable to both the Union and the Employer. The cost of such reproduction shall be borne equally by the Employer and the Union.

29.05 Errors on Pay cheques

In the event of an employer error on an employee's pay, the correction will be made in the pay period following the date on which the underpayment comes to the Employer's attention. If the error results in an employee being underpaid by one (1) day's pay or more, the Employer will provide payment for the shortfall within three (3) business days (excludes weekends and holidays) from the date it is notified of the error.

If the Employer makes an overpayment of a day's pay or less for an employee, the overpayment will be deducted on the pay period following the date that the error is discovered. If the error is in excess of one (1) day's pay, the Employer will be reimbursed based on a mutually satisfactory arrangement between the employee and the Employer.

ARTICLE 30 – RN/RPN CERTIFICATE

- 30.01 All RN's and RPN's are required to present to the Director of Care on or before February 15th of each year, evidence that her/his Certificate of Registration is in good standing and currently in effect.
- 30.02 If the nurse does not provide evidence that the Certificate is in good standing, the nurse will be immediately removed from the schedule and placed on non-disciplinary suspension without pay. If the nurse presents evidence that her/his Certificate of Registration has been reinstated, she/he shall be reinstated to her/his position effective as soon as practical upon presenting such evidence. Failure to provide evidence within thirty (30) calendar days of the nurse being placed on non-disciplinary suspension will result in the nurse being deemed to be no longer qualified and the nurse shall be terminated from the employ of the Home. Such termination shall not be the subject of a grievance or arbitration.

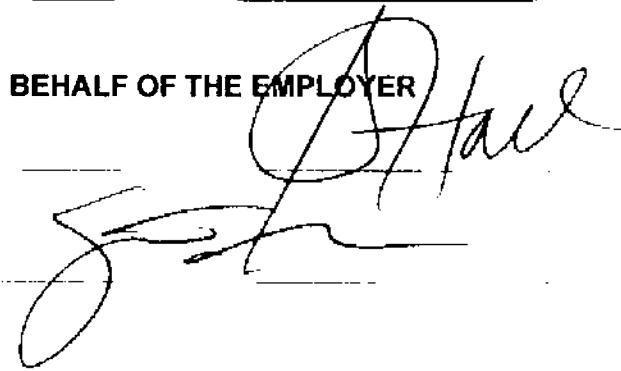
ARTICLE 31 – TERM OF AGREEMENT

- 31.01 This Agreement shall continue in effect until December 31, **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 the Agreement.
- 31.02 Notice that amendments are required or that either party desires to terminate this Agreement may only be given within a period ninety (90) days prior to the expiration date of this Agreement or to any anniversary of such expiration date.

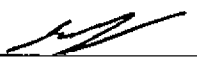
IN WITNESS WHEREOF, THE PARTIES HAVE SIGNED THIS AGREEMENT


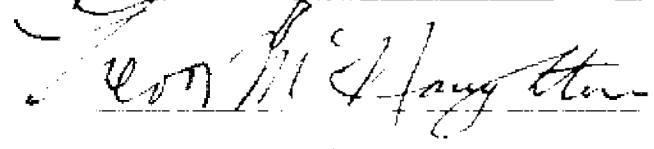
THIS 10th DAY OF September, 2024 IN Toronto, ONTARIO

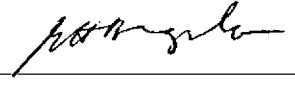
ON BEHALF OF THE EMPLOYER

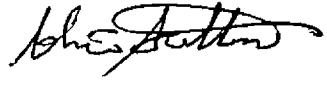


ON BEHALF OF THE UNION







SCHEDULE "A"

	Start	Three (3) Months	One (1) Year	Two (2) Years
Activationist - Untrained	\$18.24	\$18.59	\$18.95	\$19.27
Activationist - Trained	\$22.96	\$23.31	\$23.65	\$24.01
Cook	\$20.73	\$21.08	\$21.44	\$21.80
Dietary/Housekeeping/Laundry	\$17.88	\$18.23	\$18.59	\$18.94
Health Care Aide	Effective January 1, 2022 (1%) Classification	\$20.22	\$20.54	\$20.91
Maintenance	\$21.03	\$21.75	\$22.43	\$23.51
Reception	\$14.54	\$14.71	\$15.19	\$15.43
Registered Practical Nurse (RPN)	\$23.05	\$23.75	\$24.46	\$25.51
Ward Clerk/Elevator Operator	\$17.88	\$18.23	\$18.59	\$18.94

January 1, 2023 - 3.5%	Start	Three (3) Months	One (1) Year	Two (2) Years
Activationist - Untrained	\$19.93	\$20.32	\$20.70	\$21.06
Activationist - Trained	\$25.10	\$25.47	\$25.85	\$26.24
Cook	\$22.66	\$23.04	\$23.43	\$23.83
Dietary/Housekeeping/Laundry	\$19.54	\$19.92	\$20.32	\$20.70
Health Care Aide	\$24.80	\$25.20	\$25.55	\$25.96
Maintenance	\$22.99	\$23.77	\$24.51	\$25.69
Reception	\$15.89	\$16.08	\$16.60	\$16.86
Registered Practical Nurse (RPN)	\$26.23	\$26.99	\$27.76	\$28.91
Ward Clerk/Elevator Operator	\$19.54	\$19.92	\$20.32	\$20.70

January 1, 2024 - 3.5%	Start	Three (3) Months	One (1) Year	Two (2) Years
Activationist - Untrained	\$20.63	\$21.03	\$21.43	\$21.79
Activationist - Trained	\$25.97	\$26.36	\$26.75	\$27.16
Cook	\$23.45	\$23.85	\$24.25	\$24.66
Dietary/Housekeeping/Laundry	\$20.23	\$20.62	\$21.03	\$21.43
Health Care Aide	\$25.67	\$26.08	\$26.45	\$26.87
Maintenance	\$23.79	\$24.60	\$25.37	\$26.59
Reception	\$16.45	\$16.64	\$17.18	\$17.45
Registered Practical Nurse (RPN)	\$27.15	\$27.94	\$28.74	\$29.92
Ward Clerk/Elevator Operator	\$20.23	\$20.62	\$21.03	\$21.43

August 2024 - RPN SWA	Start	Three (3) Months	One (1) Year	Two (2) Years
Registered Practical Nurse (RPN)	\$29.15	\$29.94	\$30.74	\$31.92

Note:

RPN includes one-time wage adjustment of \$2 in 2024

January 1, 2025- 3.5%	Start	Three (3) Months	One (1) Year	Two (2) Years
Activationist - Untrained	\$21.35	\$21.76	\$22.18	\$22.56
Activationist - Trained	\$26.88	\$27.29	\$27.69	\$28.11
Cook	\$24.27	\$24.68	\$25.10	\$25.52
Dietary/Housekeeping/Laundry	\$20.94	\$21.34	\$21.76	\$22.18
Health Care Aide	\$26.57	\$26.99	\$27.37	\$27.81
Maintenance	\$24.63	\$25.46	\$26.26	\$27.52
Reception	\$17.02	\$17.22	\$17.78	\$18.06
Registered Practical Nurse (RPN)	\$30.17	\$30.98	\$31.81	\$33.04
Ward Clerk/Elevator Operator	\$20.94	\$21.34	\$21.76	\$22.18

Part time progression: 1 Year = 1750 hours worked.

Employees currently earning higher wages will be grand-fathered until the wage schedule catches up.

Placement on grid (as of date of first increase) based on their start date for full-time and equivalent service

(1 Year - 1750 hours worked) for part-time.

Recent Related Experience:

The Employer will recognize recent related experience for RPNs and RNs on the basis of one year of experience equals one year on the wage grid up to the maximum on the grid.

Wage progression on transfer to another classification

If an employee is transferred or reclassified to a higher rated job group, he shall receive the rate immediately above the rate of his prior job in the salary range of the job to which he is transferred. Further wage progression shall date for the date the transfer becomes effective.

LETTER OF UNDERSTANDING

between

Nisbet Lodge Home for the Aged and

The Canadian Union of Public Employees and its Local 4248

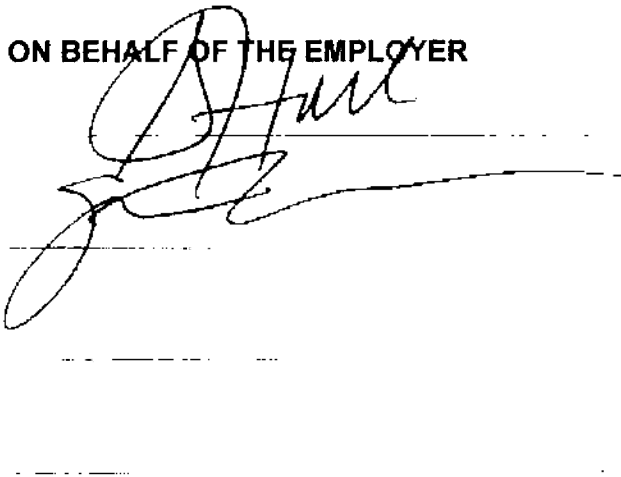
RE: LOST WAGES – LABOUR/MANAGEMENT COMMITTEE

Provided both the President and Chief Steward are CUPE Local 4248 representatives on the Labour-Management committee and both attend a scheduled meeting outside their work hours, Nisbet Lodge will pay for time spent at the meeting for the President or designate at her regular straight time wages. It is understood that CUPE Local 4248 will pay for the Chief Steward or designate.

IN WITNESS WHEREOF, THE PARTIES HAVE SIGNED THIS AGREEMENT

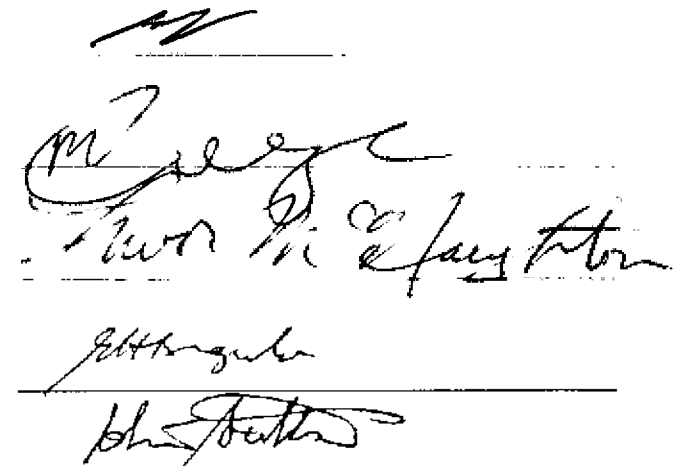
THIS 10TH DAY OF September, 2024 IN Toronto, ONTARIO

ON BEHALF OF THE EMPLOYER



A large, stylized handwritten signature in black ink, written over a horizontal line. The signature is cursive and appears to be a name starting with 'A'.

ON BEHALF OF THE UNION



Three handwritten signatures in black ink, written over horizontal lines. The top signature is a small, stylized mark. The middle signature is a cursive name that appears to be 'M. [unclear]'. The bottom signature is a cursive name that appears to be 'E. [unclear]'.

LETTER OF UNDERSTANDING

between

Nisbet Lodge Home for the Aged and

The Canadian Union of Public Employees and it's Local4248

RE: UNIFORMS

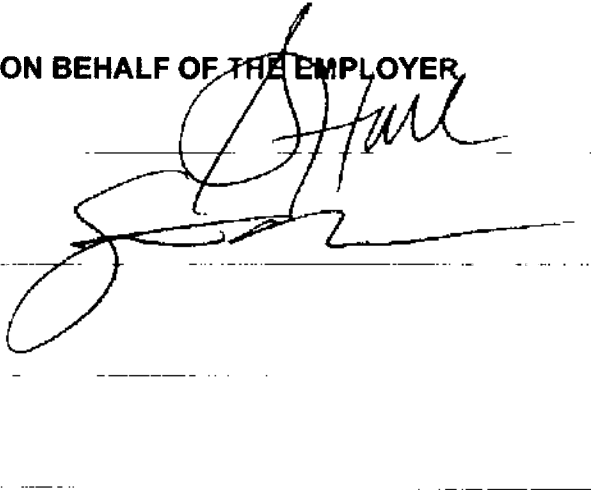
Notwithstanding Article 25.04, the parties agree to the following process for uniform allowance in the dietary, housekeeping, and laundry departments;

1. When employees are newly hired into the department, they will receive two (2) uniforms supplied by Nisbet Lodge.
2. After one calendar year from hire into the department, the employee will then receive the uniform allowance set out in Article 25.04.
3. Once employees are receiving the uniform allowance in Article 25.04, the employee will become responsible for maintaining the uniforms and when required the employee must purchase new uniforms directly from Nisbet Lodge.

IN WITNESS WHEREOF, THE PARTIES HAVE SIGNED THIS AGREEMENT

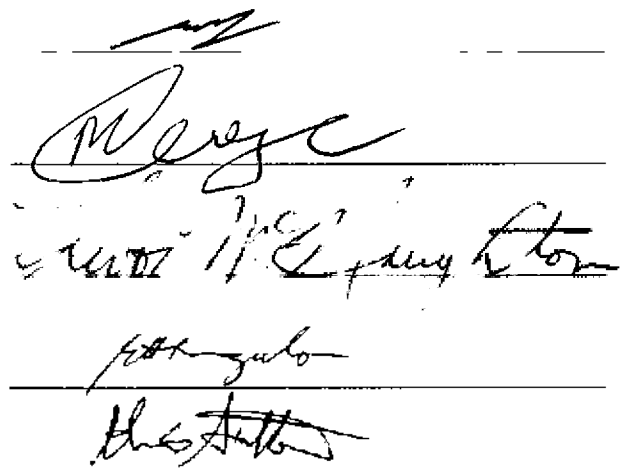
THIS 10th DAY OF September, 2024 IN Toronto, ONTARIO

ON BEHALF OF THE EMPLOYER



Handwritten signature of the employer, appearing to be 'D. Hall', written over a horizontal line.

ON BEHALF OF THE UNION



Handwritten signatures of the union representatives, including a signature that appears to be 'M. Perry' and another that appears to be 'W. E. Perry', written over horizontal lines.