

Collective Agreement

between

Responsive Management Inc.
O/A Orchard Terrace Care Centre



and

The Canadian Union of Public Employees
and its Local 1712

CUPE

Term: January 1, 2023 to December 31, 2024

Table of Contents

PREAMBLE	6
ARTICLE 1 – MANAGEMENT RIGHTS	6
1.02 ONTARIO HUMAN RIGHTS CODE	7
1.03 RESIDENT ABUSE	8
ARTICLE 2 – RECOGNITION	8
2.01 BARGAINING UNIT	8
2.02 WORK OF THE BARGAINING UNIT	8
2.03 NO OTHER AGREEMENTS.....	8
2.05 DEFINITION OF FULL-TIME/PART-TIME EMPLOYEES	9
2.06 REPRESENTATIVES OF CANADIAN UNION OF PUBLIC EMPLOYEES.....	9
ARTICLE 3 – NO STRIKES/NO LOCKOUTS	9
3.01 NO STRIKES AND LOCKOUTS	9
ARTICLE 4 – HARASSMENT	9
4.01 WORKPLACE HARASSMENT.....	9
4.02 WORKPLACE VIOLENCE	10
ARTICLE 5 – UNION SECURITY AND CHECK-OFF	10
5.01 DEDUCTIONS	10
5.02 NEW EMPLOYEES.....	11
5.03 T4 SLIPS	11
5.04 EMPLOYER LIABILITY.....	11
5.05 MEMBERSHIP LISTS.....	11
ARTICLE 6 – CORRESPONDENCE	11
ARTICLE 7 – UNION/MANAGEMENT RELATIONS	12
7.01 REPRESENTATION	12
7.02 BARGAINING COMMITTEE	12
7.03 GRIEVANCE COMMITTEE	12
7.05 HEALTH AND SAFETY COMMITTEE	14
ARTICLE 8 – GRIEVANCE PROCEDURE	17
8.01 ELECTION OF STEWARDS	17
8.02 NAMES OF STEWARDS.....	17
8.03 PERMISSION TO LEAVE WORK.....	17
8.04 COMPLAINTS AND GRIEVANCES.....	18
8.05 GRIEVANCE MEDIATION	19
8.06 POLICY GRIEVANCE.....	19
8.07 GROUP GRIEVANCE	19

ARTICLE 9 – ARBITRATION	19
9.01 REFERRAL TO ARBITRATION	19
9.02 FEES AND EXPENSES	20
9.03 POWERS OF THE BOARD	20
9.04 ARBITRATION DECISION.....	20
9.05 TIME LIMITS	20
9.06 SOLE ARBITRATOR.....	20
 ARTICLE 10 – DISCHARGE, SUSPENSION AND DISCIPLINE	 20
10.01 CLEARING THE FILE.....	20
10.02 COPIES OF DISCIPLINARY NOTATIONS.....	21
10.03 DISCHARGE AND SUSPENSIONS	21
10.04 DISCHARGE AND DISCIPLINARY SUSPENSIONS PROCESS	21
10.05 ACCESS TO PERSONNEL FILE.....	21
 ARTICLE 11 – SENIORITY.....	 22
11.01 SENIORITY DEFINED.....	22
11.02 SENIORITY LIST	22
11.03 PROBATIONARY EMPLOYEES	23
11.04 LOSS OF SENIORITY	23
11.05 TRANSFERS OUTSIDE THE BARGAINING UNIT	24
11.06 TRANSFER FROM FULL-TIME TO PART-TIME STATUS AND VICE VERSA	24
11.07 SENIORITY ON TRANSFER FROM NURSING HOME TO RETIREMENT HOME AND VICE VERSA ..	25
 ARTICLE 12 – JOB POSTING	 25
12.02 INFORMATION IN POSTINGS	26
12.03 EXTERNAL APPLICANTS	26
12.04 METHOD OF MAKING AN APPOINTMENT	26
12.05 TRIAL PERIOD	26
12.06 UNION NOTIFICATION	27
12.07 POSTINGS WHILE ON VACATION	27
12.08 NEW CLASSIFICATION.....	27
 ARTICLE 13 – LAYOFF AND RECALL	 28
13.01 LAYOFF PROCEDURE	28
13.03 NOTICE OF LAYOFF	28
13.04 LAYOFF PROCEDURE	29
13.05 RECALL RIGHTS	30
13.06 BENEFITS ON LAYOFF	31
 ARTICLE 14 – HOURS OF WORK.....	 31
14.10 MINIMUM WORK COMMITMENT OF PART-TIME EMPLOYEES WITHOUT MASTER LINES	32
14.11 SPLIT SHIFTS	33
14.12 REST PERIODS.....	33
14.13 REPORTING PAY.....	33
14.14 SHIFT EXCHANGES	34

14.15 SENIORITY FOR SHIFT PREFERENCE	34
ARTICLE 15 – OVERTIME	34
15.01 OVERTIME	34
15.02 NO PYRAMIDING	34
15.03 CALL-INS	35
15.04 CALL-IN PROCEDURE	35
15.07 NO REDUCTION IN SCHEDULED WORK TO COMPENSATE FOR OVERTIME	35
15.09 STANDARD/DAYLIGHT SAVINGS TIME	36
ARTICLE 16 – HOLIDAYS	36
ARTICLE 17 – VACATIONS	37
17.02 PREFERENCE IN VACATION	37
17.03 VACATION PAY ON TERMINATION.....	38
17.07 RELIEF PROCEDURE FOLLOWING POSTING OF SCHEDULE	38
ARTICLE 18 – SICK LEAVE PROVISIONS	38
ARTICLE 19 – LEAVE OF ABSENCE.....	38
19.01 PERSONAL LEAVE OF ABSENCE	38
19.02 LEAVE FOR UNION FUNCTION	39
19.03 LEAVE OF ABSENCE FOR FULL-TIME UNION OR PUBLIC OFFICE	39
19.04 BEREAVEMENT LEAVE	39
19.05 FAMILY MEDICAL LEAVE	40
19.06 PREGNANCY AND PARENTAL LEAVE	41
19.07 PARENTAL LEAVE.....	43
19.08 EDUCATION LEAVE & PAYMENT FOR IN-SERVICE	43
19.09 JURY AND WITNESS DUTY	44
19.10 SELF-ISOLATION	44
ARTICLE 20 – PAYMENT OF WAGES AND ALLOWANCES.....	44
20.01 SHIFT AND WEEKEND PREMIUM.....	44
20.02 PAY DAYS.....	45
20.03 ERRORS ON PAYCHEQUES	45
20.05 RPN RESPONSIBILITY ALLOWANCE FOR WORK OUTSIDE THE BARGAINING UNIT	46
20.06 UNIFORM ALLOWANCE	46
ARTICLE 21 – EMPLOYEE BENEFITS.....	46
ARTICLE 22 – PENSION	48
NURSING HOME AND RELATED INDUSTRIES PENSION PLAN	48
ARTICLE 23 – CONTRACTING OUT	50
ARTICLE 24 – TECHNOLOGICAL CHANGE.....	51

ARTICLE 25 – GENERAL PROVISIONS	51
25.01 BULLETIN BOARDS	51
25.02 PRINTING OF COLLECTIVE AGREEMENT	51
25.03 POLICE REFERENCE CHECKS	51
ARTICLE 26 – RETROACTIVITY	52
ARTICLE 27 – TERM OF AGREEMENT	52
27.01 EFFECTIVE DATE	52
APPENDIX "A" – WAGES	54

PREAMBLE

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

- a) to maintain and improve the harmonious relationship and settle the conditions of employment on behalf of the Employer and the Union,
- b) to recognize the mutual value of joint discussions and negotiations in all matters pertaining to working conditions, employment, services, etc.,
- c) to encourage efficiency in operation,
- d) to promote the morale, well-being, and security of the employees in the bargaining unit,
- e) to promote care for the residents,

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

NOW THEREFORE, THE PARTIES AGREE AS FOLLOWS:

ARTICLE 1 – MANAGEMENT RIGHTS

1.01 The Union recognizes and acknowledges that the management of the long-term care facility and the direction of the working force are fixed exclusively in the Home, and without restricting the generality of the foregoing, the Union acknowledges and recognizes that it is the exclusive function of the Home:

- a) to determine and establish standards and procedures for the care, welfare, safety, and comfort of the guests in the Home, and to maintain order, discipline, and efficiency in connection therewith,
- b) to establish rules and regulations, policies, and practices, from time to time to be observed by its employees, provided that such rules and regulations shall not be inconsistent with the provisions of this Agreement,
- c) to hire, discharge, transfer, layoff, recall, promote, demote, classify, assign duties, suspend, or discipline employees, provided that a claim of discriminatory transfer, promotion, demotion, or classification, or a claim that an employee who had completed his probationary period as provided for in Article 11.03 has been discharged or disciplined without a reasonable cause may be the subject of a grievance and dealt with as hereinafter provided,

- d) to manage and operate and institute in all respects in accordance with its obligations, which without restricting the generality of the foregoing, includes but is not limited to:
 - i) determining the nature and kind of business and location of premises, equipment, and materials to be used, the control of materials and equipment, and the methods and techniques of work,
 - ii) determining the content of jobs, the direction of the working force, the rights to plan and control the operation of the Home, including the scheduling of supervisory personnel, combining, or splitting up of departments, work schedules, and the number of employees required for the Home's purposes, and the increase or reduction of personnel,
 - iii) introducing new and improved facilities and methods to improve the efficient operation of the Home.
- e) to exercise any of the rights, powers, functions, or authorities which the Home had prior to the signing of this Agreement, except as those rights, powers, functions, or authorities are specifically abridged or modified by this Agreement.

1.02 Ontario Human Rights Code

- a) The Employer and the Union agree that there shall be no discrimination, interference, restraint, coercion or harassment, as defined by and within the meaning of the *Ontario Human Rights Code*, exercised or practiced by either of them or by any of their representatives with respect to any employee by reason of race, ancestry, place of origin, colour, ethnic origin, citizenship, creed, sex, sexual orientation, age, marital status, family status, union membership, political affiliation, disability or on any ground prohibited under the *Ontario Human Rights Code*. The defences and limitation to the prohibited grounds of discrimination under the *Ontario Human Rights Code* shall apply.
- b) **Sexual Harassment**
Under the *Ontario Human Rights Code*, every employee has the right to freedom from harassment in the workplace because of sex. The Employer will not condone sexual harassment. Sexual harassment shall constitute discrimination under this Article. Sexual harassment shall include, but not be limited to:
 - 1) Unnecessary touching or patting
 - 2) Suggestive remarks or other verbal abuse
 - 3) Leering at a person's body
 - 4) Compromising invitations

- 5) Demands for sexual favours
- 6) Physical assault

1.03 Resident Abuse

The parties agree that the abuse of residents by employees will not be tolerated. The Union further agrees to cooperate with the Employer to promote an abuse-free environment for all residents.

ARTICLE 2 – RECOGNITION

2.01 Bargaining Unit

The Home recognizes the Union as the sole bargaining agent of all employees of Orchard Terrace Care Centre, Nursing Home, and Retirement Centre, in Stoney Creek, Ontario, save and except Administrator, persons above the rank of Assistant Administrator, all Registered Nurses, Graduate Nurses, Office Staff, Summer Students, Unit Clerk/Staffing Clerk, Director of Nursing Care, Food Service Supervisor/Environment. Supervisor, Director of Recreation and Social Programming, and Retirement Coordinator.

For the purposes of this Collective Agreement, employees shall refer to all employees of Orchard Terrace Care Centre, both the Nursing Home and the Retirement Centre.

2.02 Work of the Bargaining Unit

Persons whose jobs are not in the bargaining unit shall not work on any jobs, which are included in the bargaining unit, which would have the effect of replacing a position in the bargaining unit except for the purposes of instruction, experimenting, or in emergencies when regular employees are not available, volunteers performing work normally done by volunteers, and provided that the performing of the aforementioned operations in itself does not reduce the hours of work or pay of any employee.

2.03 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.

2.04 Where 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 so applies.

2.05 Definition of Full-time/Part-time Employees

a) Full-time Employee

A full-time employee is one who is regularly scheduled to work sixty-five (65) or more hours bi-weekly.

b) Part-time Employee

A part-time employee is one who is regularly scheduled to work less than sixty-five (65) hours biweekly.

2.06 Representatives of Canadian Union of Public Employees

The Union shall have the assistance of a representative of the Canadian Union of Public Employees when dealing or negotiating with the Employer, subject to the other provisions of the agreement.

2.07 The Union agrees that no Union activity will take place during working hours or on the premises of the Employer without the permission of the Administrator or her designate.

ARTICLE 3 – NO STRIKES/NO LOCKOUTS

3.01 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 and as defined by the *Ontario Labour Relations Act* and the *Hospital Labour Disputes Arbitration Act* (HLDA) and their Regulations.

ARTICLE 4 – HARASSMENT

4.01 Workplace Harassment

The Employer and the Union are committed to providing a positive environment for employees free from workplace harassment, within the meaning of the *Occupational Health and Safety Act (Bill 168 "Workplace Violence and Harassment")*. All individuals have the right to be treated with respect and dignity. Each individual has the right to work in an atmosphere which promotes respectful interactions and is free from workplace harassment.

'Workplace Harassment' is defined under the *Occupational Health and Safety Act* as:

"Engaging in a course of vexatious comments or conduct against a worker in a

workplace that is known or ought reasonably to be known to be unwelcome”.

Harassment can be either psychological or physical or it can be a combination of both.

4.02 Workplace Violence

The Employer and the Union are committed to providing a positive environment for employees free from workplace violence, within the meaning of the *Occupational Health and Safety Act (Bill 168 "Workplace Violence and Harassment")*.

'Workplace Violence' is defined under the *Occupational Health and Safety Act* as:

- *The exercise of physical force by a person against an employee in a workplace, that causes or could cause physical injury against a worker,*
- *An attempt to exercise physical force against an employee, in a workplace, that could cause physical injury to the worker; or*
- *A statement or behaviour that it is reasonable for an employee to interpret as a threat to exercise physical force against a worker, in a workplace, that could cause physical injury to the worker.*

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 and addresses on record of all employees from whose wages deductions have been made and a list of the employees who retired, resigned or terminated during that month. A copy of this list shall also be forwarded to the Secretary of the Local Union.

The Employer will supply the Union with the name of a newly hired employee, the employee's address and the employee's classification and status (full-time, part-time) with that employee's first dues deduction.

It is understood that dues will be deducted from new bargaining unit hires from the commencement of their employment.

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 seven (7) days of work 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.

5.04 Employer Liability

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

5.05 Membership Lists

- a) The Employer will provide the Union, on a monthly basis, with a list of the newly hired employees, their classifications and status (full-time, part-time), their addresses and telephone numbers on record with the Employer.
- b) The Employer will provide the Union, on an annual basis, with a list of employees in the bargaining unit, their addresses and telephone numbers on record with the Employer, their classification and permanent status (full-time, part-time).

ARTICLE 6 – CORRESPONDENCE

- 6.01** All correspondence between the parties, arising out of the agreement or incidental thereof, shall pass to and from the Administrator of the Home or their designated representative and the Secretary of the Local Union or their designated representative, with copies to the National Representative, unless otherwise provided herein.

ARTICLE 7 – UNION/MANAGEMENT RELATIONS

7.01 Representation

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, committee members and stewards. 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.

7.02 Bargaining Committee

A Union Negotiating Committee shall be constituted of three (3) employees elected or appointed from amongst employees in the bargaining unit who have completed their probationary period, and the National Representative of the Canadian Union of Public Employees.

The Union will advise the Employer in writing the names of the members of the Union Negotiating Committee.

Employees who are members of the Negotiating Committee will be permitted to attend, without loss of pay from their scheduled working hours, meetings with the Employer's Negotiating Committee for renewal of this Agreement. Such compensation is to be only for negotiations leading up to but not including arbitration.

7.03 Grievance Committee

The Union shall have the right to elect or appoint a Grievance Committee of three (3) members from the bargaining unit to deal with complaints or grievances as set out in the collective agreement. Members of the Grievance Committee shall have completed their probationary period.

Employees on the Grievance Committee will receive their regular pay for all regularly scheduled working hours lost due to attendance at meetings with the Employer, as set out in the agreement, up to but not including Arbitration.

7.04 a) Labour Management Committee

A Labour Management Committee shall be established consisting of an equal number of representatives of the Union and the Employer, with all representatives of the Union having completed their probationary period. Union representation shall be appointed by the Union. The Committee will address matters of mutual interest between the parties and positive working conditions for the employees.

The Committee will not deal with grievances or collective bargaining matters, and it is not empowered to alter or amend any of the terms of the Collective Agreement.

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

Meetings of Committee

The Committee shall meet at least quarterly, or as may otherwise be agreed by the parties, at a mutually agreeable time and place. A request for such meeting will be made in writing at least one (1) week prior to the date proposed unless otherwise prescheduled and accompanied by an agenda of the matters proposed to be discussed. The members of the Committee shall then receive a notice and agenda of the meeting at least forty-eight (48) hours in advance of the meeting.

Minutes of Meeting

Minutes of each meeting of the Committee shall be prepared as promptly as possible after the close of the meeting, with the employer and union representatives alternating responsibility for preparation of the minutes. The minutes shall be signed by both committees. The Union, the CUPE Representative and the Employer shall each receive copies of the minutes.

Attendance at Meetings

Employees on the Labour Management Committee will be paid their regular pay for all time lost from regularly scheduled hours due to attendance at Labour Management Committee meetings.

New Policies or Amendments

The Employer will endeavour to provide any new policy, or amendments to existing policies, which will affect the terms and conditions of employment of employees in the bargaining unit to the Union Management Committee or the appropriate committee.

b) Workload Complaint

1. The Union may submit a complaint in writing relating to workload to the Labour Management Committee. In this regard, workload complaint means the assignment to an individual employee or group of employees of a resident or residents that is not consistent with proper resident care.
2. The written workload complaint, to the extent possible, should be detailed as to facts and reasons. The complaint should be submitted at least one (1) week before the meeting of the Labour Management Committee.

3. The written workload complaint must constitute an agenda item for discussion at the meeting of the Labour Management Committee.
4. The Home must respond to the written workload complaint in writing, but this response may be made within two (2) weeks following the meeting of the Labour Management Committee where the complaint was discussed.
5. Both the written complaint and the written response shall be attached to and form part of the minutes of the Labour Management Committee where the complaint was discussed.

7.05 Health and Safety Committee

- 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 from the various bargaining units and of employees who are not represented by unions and who do not exercise managerial functions, which shall identify potential dangers or potential hazards, 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 meet quarterly or more frequently if requested. Scheduled time spent in such meetings is to be considered to be time worked for which employees shall be paid by the Employer at the employee's regular straight time hourly rate of pay or at the premium rate, as applicable.

Minutes shall be taken of all meetings and copies shall be sent to the Employer and to the Union. Minutes of the meetings shall be posted on the Workplace Health and Safety Bulletin Board.

- c) Two (2) representatives of the Joint Health and Safety Committee, one (1) from management and one (1) from the employees, as designated by the employee's representatives, shall make monthly inspections of the workplace and equipment, and shall report to the Health and Safety Committee the results of their inspection. Where possible the employee representative shall be a certified worker and where that is not possible will be a person who is properly trained to inspect the workplace.

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 a certified worker shall have the right to accompany him or her on inspections. If a certified worker is not on the premises and available, then the Employer will grant a worker health and safety representative time off of work to accompany the inspector. Scheduled time spent in all such activities shall be considered as time worked at regular or premium rates that may apply.

- d) The Employer will provide the Joint Health and Safety Committee, and the Union, appropriate notification in accordance with Sections 51, 52, and 53 of *the Act* and regulations regarding critical injuries, fatalities, and occupational illnesses. The Employer will report all incidents of workplace violence to the Committee.
- e) 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 WISB may decide to disclose.
- f) The Union agrees to endeavour to obtain the full co-operation of its membership in the observation of all safety rules and practices.
- g) **Certified Worker**
The Employer shall provide the time from work with pay and all related tuition costs and expenses necessary to certify the worker representative.
- h) **Infectious Diseases**
The Employer and the Union desire to arrest the spread of infectious diseases in the nursing home.

To achieve this objective, the Joint Occupational Health & Safety Committee may review and offer input into infection control programs and protocols including surveillance, outbreak control, isolation, precautions, worker education and training, and personal protective equipment.

The Employer will provide training and ongoing education in communicable disease recognition, use of personal protective equipment,

decontamination of equipment and the disposal of hazardous waste.

i) **Best Efforts**

The Employer will use its best efforts to make all affected direct care employees aware of residents who have serious infectious disease. Employees will be made aware of special procedures required of them to deal with circumstances. The parties agree that all employees are aware of the requirement to practice universal precautions in all circumstances.

j) **Violent Behaviour**

The Employer will review with the Joint Occupational Health and Safety Committee written policies to address the management of violent behaviour.

Such policies shall include but not be limited to:

- i) designing safe procedures for employees,
- ii) providing training appropriate to these policies,
- iii) reporting all incidents of workplace violence.

k) **Employer Obligation**

The Employer shall:

- i) inform employees of any situation relating to their work which may endanger their health and safety, as soon as it learns of the said situation,
- ii) inform employees regarding the risks relating to their work and provide training and supervision so that employees have the skills and knowledge necessary to safely perform the work assigned to them,
- iii) ensure that the application measures and procedures prescribed in the *Occupational Health and Safety Act* are carried out in the workplace.

l) **Worker Obligation**

A worker shall:

- i) work in compliance with the provisions of the *Occupational Health and Safety Act* and the regulations,
- ii) use or wear the equipment, protective devices, or clothing that the worker's employer requires to be used or worn,
- iii) report to his or her Employer or Supervisor the absence of or defect

in any equipment or protective device of which the worker is aware and which may endanger themselves or another worker; and

- iv) report to his or her Employer or Supervisor any contravention of the *Occupational Health and Safety Act* or the regulations or the existence of any hazard of which he or she knows.

ARTICLE 8 – GRIEVANCE PROCEDURE

8.01 Election of Stewards

In order to provide an orderly and speedy procedure for the settling of grievances, and in order to allow for steward representation from all shifts and from all departments, the Employer acknowledges the right of the Union to appoint or elect four (4) stewards, one (1) of whom shall be the Chief Steward, whose duties shall be to assist any employee whom the steward represents, in preparing and in presenting his grievance in accordance with the grievance procedure. Stewards shall have completed their probationary period with the Home.

8.02 Names of Stewards

The Union shall notify the Employer in writing of the name of each Steward and the Chief Steward before the Employer shall be required to recognize him.

8.03 Permission to Leave Work

The Home recognizes that it is the function of a steward to investigate, process and present grievances as provided for under this Agreement.

The Union acknowledges and agrees that each steward is employed to perform their regular work duties for the Employer. Therefore, no steward shall leave his work to perform his duties under this Agreement without obtaining the permission of his supervisor or designate, which permission will not be unreasonably denied. The steward shall state her destination to her supervisor or designate and shall report to the supervisor or designate at the time of her return to work. The Employer reserves the right to limit the steward's absence from her work if the time taken is considered excessive or if the steward does not perform his duties under this Agreement in a prompt manner.

The Employer shall pay stewards their regular pay for time lost from regularly scheduled hours of work investigating, processing and/or presenting grievances pursuant to this Article up to but not including arbitration.

8.04 Complaints and Grievances

- a) A grievance under this Agreement shall be defined as any difference or dispute between the Employer and any employee relating to the interpretation, application, or administration of this Agreement, including any questions as to whether the matter is arbitrable and an allegation that this Agreement has been violated.
- b) All complaints and grievances shall be taken up in the following manner:

Step Number 1

An employee having a question or complaint shall refer it to his immediate supervisor within ten (10) working days after the circumstances giving rise to the complaint or grievance occurred or ought reasonably to have come to the attention of the employee. The supervisor shall reply to the employee, giving the answer to the complaint or question within four (4) working days from date of submission. The employee may be accompanied by a steward.

Step Number 2

If further action is then to be taken, then within five (5) working days after the decision is given in Step Number 1, the employee, who may request the assistance of his or her steward, shall submit the grievance in writing to the Administrator. A meeting will then be held between the Administrator or his designated representative and the employee. It is understood that at such a meeting the Administrator or his designated representative may have such counsel and assistance as he may desire, and that the employee may have his Steward and that the CUPE National Representative may also be present at the request of either the employee or the Employer. The decision of the Administrator or his designated representative shall be given, in writing, within five (5) working days following the meeting.

Step Number 3

Should the Administrator fail to render his decision as required in Step Number 2 or failing settlement of any grievance under the foregoing procedure, the grievance may be referred to Arbitration by either the Employer or the Union in accordance with Article 9. The request for Arbitration shall be made within fifteen (15) working days after the decision under Step Number 2 is given. If no written request for arbitration is received within the fifteen (15) working days, the grievance shall be deemed to be abandoned unless the parties have agreed, in writing, to extend the timeframe for referral of the grievance to arbitration and the same grievance shall not be subject matter of a further grievance.

8.05 Grievance Mediation

The parties may agree to submit a grievance to grievance mediation prior to proceeding to arbitration, and where they so agree, the parties will agree on a mediator and will equally share the costs of the mediator. A party requesting grievance mediation will submit their request to the other party within ten (10) working days after the Employers' decision has been rendered at Step Number 2.

8.06 Policy Grievance

The Employer or the Union shall have the right to file a policy grievance with the Union or the Employer, as the case may be, at Step Number 2 of the grievance procedure relating to the general interpretation, application or alleged violation of this Agreement. Such grievance must be filed within ten (10) working days after the circumstances giving rise to the grievance have occurred. In the case of an Employer grievance, the Employer will forward the written grievance to the National Representative of CUPE. A Union Policy Grievance may not be used to institute a grievance directly affecting an employee(s) which the employee(s) could themselves initiate as a grievance and the regular grievance procedure shall not be thereby bypassed.

8.07 Group Grievance

When a group of employees have identical grievance and each employee would be entitled to grieve separately, they may present a group grievance identifying each employee who is grieving to the Administrator within eight (8) working days after the circumstances giving rise to the grievances had occurred. One (1) employee on behalf of the group therein shall present the group grievance at Step Number 2 of the grievance procedure.

8.08 Any of the time allowances above may be extended by written mutual agreement of the parties.

8.09 In determining the time within which any action is to be taken or completed under the terms of this Agreement, such time limits shall be exclusive of Saturdays, Sundays, and paid holidays.

ARTICLE 9 – ARBITRATION

9.01 Referral to Arbitration

Where a difference arises between the parties relating to the interpretation, application or administration of this Agreement, which cannot be settled after exhausting the grievance procedure established under this Agreement, either party may refer the matter to arbitration by forwarding a Notice of Intent to

Arbitrate shall be forwarded to the other party within fifteen (15) working days after the Step Number 2 response is given, and such notice shall contain the name of the party's nominee to the Arbitration Board. Within seven (7) 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 Chair shall be appointed by the respective nominees. Should either party fail to name their nominee within the specified timeframes, or should the nominees fail to appoint a Chair 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 Fees and Expenses

Each of the parties hereto shall bear the expense of the nominee appointed by it, and the parties hereto shall jointly bear equally the expenses and fees of the Chair and the costs of the arbitration hearing room.

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.

9.04 Arbitration Decision

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 Chair will govern.

9.05 Time limits

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

9.06 Sole Arbitrator

The parties may, by written agreement, agree to proceed to arbitration with a Sole Arbitrator rather than a Board of Arbitration. The Sole Arbitrator shall possess the same powers and be subject to the same limitations as a Board of Arbitration.

ARTICLE 10 – DISCHARGE, SUSPENSION AND DISCIPLINE

10.01 Clearing the File

The record of an employee shall not be used against him/her at any time after

eighteen (18) months following a suspension or disciplinary action, provided that there is no recurrence of disciplinary action within the eighteen (18) month period. All disciplinary action in regard to resident abuse will remain on file permanently. Her records of discipline for other than resident abuse will be removed from her file after the eighteen (18) months provided for herein.

10.02 Copies of Disciplinary Notations

A copy of any formal disciplinary notation will be provided to the Union and to the employee involved.

10.03 Discharge and Suspensions

Where an employee who has completed the probationary period is discharged or suspended for just cause, the Employer shall promptly advise the employee in writing, and copy the Union, as to the reason for such discharge or suspension.

10.04 Discharge and Disciplinary Suspensions Process

A claim by an employee who has completed the probationary period that he has been discharged or has received a disciplinary suspension without just cause may file a grievance at Step Number 2 of the Grievance Procedure within five (5) working days after the effective date of the discharge or the effective first date of the suspension, or within five (5) working days of the employee receiving notification of the discharge or suspension, whichever comes first.

Such special grievances may be settled by confirming the Employer's action in dismissing or suspending the employee, or by reinstating the employee with full compensation for time lost, or by any other arrangement which is just and equitable in the opinion of the conferring parties or the Board of Arbitration, as the case may be. The Arbitration Board may vary the disciplinary suspension or discharge imposed by the Employer on such terms as it considers just and equitable.

10.05 Access to Personnel File

Upon giving two (2) working days notice (which excludes Saturdays, Sundays, and paid holidays) 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 Union Representation

When the Employer knows that an employee may be subject to disciplinary action, which is to be recorded in the employee's personnel file, the employee shall have the right to the presence of the Union Steward.

ARTICLE 11 – SENIORITY

11.01 Seniority Defined

The seniority date for all employees shall be the date of commencement of service with the Employer.

Service for employees hired prior to November 19, 2014, shall be established on the basis of an employee's continuous service with the Employer.

Part-time employees, hired to work in the Nursing Home after November 19, 2014, will accumulate service on the basis of hours paid since last date of hire, with 1950 hours equivalent to one (1) year of service for purposes of progression on the wage grid.

For the purposes of vacation entitlement for all part-time employees hired after November 19, 2014, 1800 hours paid shall be equivalent to one (1) year of service.

Upon completion of the probationary period, seniority shall be back dated to the day that the probationary period commenced.

The seniority of an employee shall be given preference to the extent provided for under the express provisions of the agreement when considering promotion, demotion (except in the case of disciplinary demotions), layoffs and in recalling employees from layoffs, provided the senior employee already possesses the necessary qualifications to perform the work available.

Seniority for employees employed in the Nursing Home Division of Orchard Terrace Care Centre is separate and apart from seniority for employees employed within the Retirement Home division of Orchard Terrace Care Centre and vice versa and is not integrated or intermingled or combined.

11.02 Seniority List

The Home shall supply the Union with a set of seniority lists by department semi-annually in January and July of each year, showing the employee's name alphabetically. An employee's name shall not be placed on the seniority list until she has completed her probationary period.

For job postings 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, and a copy will be given to the Union.

All seniority and service for vacation shall be retained and transferred with the employee when reclassified from full-time to part-time or part-time to full-time or from one classification to another in the bargaining unit.

11.03 Probationary Employees

- a) Newly hired employees shall be considered on a probationary basis for a period of four hundred and fifty (450) hours worked. During the above-mentioned probationary period, employees will have no seniority rights, but after the completion of the probationary period, seniority shall date from the date of last hire. The discharge of a probationary employee shall be at the discretion of the Employer, which discretion will not be exercised arbitrarily, discriminatorily, or in bad faith and shall not be the subject of a grievance or arbitration.
- b) Management shall advise the union representative within two (2) weeks when a new employee has successfully completed their probationary period.

11.04 Loss of Seniority

An employee shall lose their seniority and shall be deemed terminated in the event she:

- a) voluntarily quits the employ of the Employer.
- b) is discharged for just cause and the discharge is not reversed through the grievance procedure.
- c) is absent for three (3) consecutive scheduled shifts without sufficient cause and without notifying the Employer unless such notice was not reasonably possible.
- d) fails to return to work within nine (9) calendar days, or such longer period as may be mutually agreed to by the parties, after receiving notice of recall. Registered mail sent to the most recent employee's address on the employee's employment file shall be interpreted as proper notice, as set out in 13.05 c).
- e) utilizes a leave of absence for purposes other than those for which the leave may have been granted.

- f) fails to return to work after the completion of a leave of absence granted by the Employer unless through sickness or sufficient cause.
- g) is laid off for a period of more than twenty-four (24) months.
- h) is absent for more than twenty-four (24) months because of non-occupational sickness or accident 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*.

The Employer will notify the employee of his loss of seniority by registered mail or by hand delivered letter to the employee with a copy of the letter to the Union.

11.05 Transfers Outside the Bargaining Unit

No employee shall be transferred to a position outside the bargaining unit without her written consent. An Employee who is transferred or promoted to a position outside the bargaining unit shall not accumulate seniority. In the event the employee is returned by the Employer to a position in the bargaining unit within twelve (12) months, he or she shall be credited with the seniority held at the time of transfer and/or promotion and resume accumulation from the date of his or her return to the bargaining unit. An employee not returned to the bargaining unit within twelve (12) months shall forfeit bargaining unit seniority.

In the event an employee transferred out of the bargaining unit is returned to the bargaining unit within a period of six (6) calendar months, he or she shall accumulate seniority during the period of time outside the bargaining unit.

11.06 Transfer from Full-time to Part-time Status and Vice Versa

An employee hired prior to November 19, 2014, whose status is changed from full-time to part-time or vice versa shall receive credit for his service.

Part-time employees, hired to work in the Nursing Home after November 19, 2014, whose status is changed from full-time to part-time or vice-versa shall receive credit for his service on the basis of 1950 hours paid equals one (1) year of service for purposes of progression on the wage grid.

All part-time employees hired after November 19, 2014, whose status is changed from full-time to part-time or vice-versa shall receive credit for his service on the basis of 1800 hours paid equals one (1) year of service for vacation purposes.

11.07 Seniority on Transfer from Nursing Home to Retirement Home and Vice Versa

- a) Employees who transfer from Retirement Home to Nursing Home and vice versa, shall be considered a new employee for the purposes of promotion, demotion, layoff, and transfer.
- b) After transferring from their current position in either Retirement Home or Nursing Home, vacation entitlement shall be from their original date of hire.
- c) It is not necessary to resign their employment to transfer.

ARTICLE 12 – JOB POSTING

12.01 a) Job Postings

When a vacancy occurs or a new position is created within the bargaining unit, the Employer shall post a notice on the employer's main bulletin boards with a copy to the Union. The initial vacancy shall be posted for a period of seven (7) calendar days so that interested employees can apply, with all subsequent vacancies posted for a period of four (4) calendar days. 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 six (6) weeks duration shall not be posted, unless otherwise agreed between the Employer and the Union.

c) Temporary Job Postings

A temporary vacancy which is anticipated to be six (6) weeks duration or more will be posted stating that the position is temporary and shall indicate the estimated duration of the limited job, if known. Upon termination of a temporary vacancy, the employee filling the vacancy shall be returned to her prior position and all other employees affected by the temporary vacancy shall likewise be returned to their former positions.

In the event that a part-time employee is the successful applicant to a temporary full-time posting, the said employee shall retain their part-time status during the limited full-time period.

An employee filling a temporary vacancy of six (6) weeks or longer duration shall not bid on any other temporary posting until the end of their temporary position.

d) **Successful Applicant**

Unless the Union and the Employer agree otherwise, the successful applicant to a permanent or temporary job posting will be transferred to the position commencing with the start of the next full pay period from the date that the employee was awarded the vacancy unless there are reasons beyond the reasonable control of the Employer.

12.02 Information in Postings

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

12.03 External Applicants

In the event that there are no suitable applicants for a job vacancy from the employer's employees, the Employer shall have the right to hire new employees to fill the vacancy.

12.04 Method of Making an Appointment

When a vacancy occurs in a Department, it shall be filled from applicants employed within the applicable division (Nursing Home or Retirement Home) in which the vacancy arises on the following basis:

- a) seniority
- b) knowledge, training, qualifications, skills and efficiency.

Where the factors in b) are relatively equal, seniority shall govern.

In the event that there is no successful applicant from the division (Nursing Home or Retirement Home) in which the vacancy arises, then the Employer will consider applicants from the other division in accordance with the above criteria.

12.05 Trial Period

The successful applicant shall be placed on trial for a period of one hundred and fifty (150) worked hours. Conditional on satisfactory service, such trial promotion shall become permanent after the period of one hundred and fifty (150) worked hours. The trial period may be extended with mutual agreement between the Union, the employee, and the Employer. In the event the successful applicant proves unsatisfactory in the position during the aforementioned trial period, or if the employee finds themselves unable to perform the duties of the new job classification, she shall be returned to her former position and salary without loss of seniority and wage or salary. Any other employee promoted or transferred because of the rearrangement of positions

shall also be returned to her former position and salary without loss of seniority and wage or salary. Any unsuccessful applicants for the original posting will then be considered in accordance with Article 12.04. If there are no successful applicants, then the position would be reposted.

12.06 Union Notification

The Employer will notify the Union Chief Steward of the name of the successful applicant to a job posting and the name of the successful applicant will also be posted in the workplace.

12.07 Postings While on Vacation

When an employee will be absent on vacation the employee may advise her Department Head, in writing, and no more than seven (7) 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 Department Head.

12.08 New Classification

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

If the Union disagrees with the rate, it shall have the right to request a meeting with the Employer. Such request shall be made within ten (10) working days (i.e., excluding Saturdays, Sundays, and paid holidays) after the receipt of notice from the Employer of the rate. At such meeting, the parties will review the rate; the employer's rationale for establishing the rate, and the reasons the Union disagrees with the rate. If the parties reach agreement, as to a different rate, the agreement is effective as of the date on which the Employer gave the Union notice of the new rate.

- b) When the Employer makes a substantial change in the job content of an existing classification which in reality causes such classification to become a new classification, the Employer agrees to meet with the Union if requested to permit the Union to make representation with respect to the appropriate rate of pay.
- c) If the parties are unable to reach an agreement in either case of a) or b), either party may refer the dispute to arbitration, as provided in this

Agreement, provided the referral is made within fifteen (15) working days (excluding Saturdays, Sundays, and paid holidays) of the meeting.

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

Any change in the rate established by the Employer, as mutually agreed by the parties or awarded by a Board of Arbitration or Sole Arbitrator, shall be retroactive to the date that the Union raised the issue with the Employer.

12.09 Where the Union requests, in writing, information regarding a particular change in an employee's status, the Employer shall furnish such information.

ARTICLE 13 – LAYOFF AND RECALL

13.01 Layoff Procedure

In the event of a layoff, employees shall be laid off in reverse order of seniority within their classification, provided that those employees retained at work by reason of seniority have the ability and qualifications required to perform the work, as set out in this Article.

13.02 Layoffs, under the provisions of this Collective Agreement shall include the reduction of regularly scheduled daily or biweekly hours of a full-time or part-time employee.

13.03 Notice of Layoff

In the event of a proposed layoff of a permanent or long-term nature of thirteen (13) calendar weeks or more, the Employer will:

- a) Provide the Union with at least sixty (60) calendar days notice prior to its implementation. This notice is not in addition to required notice for individual employees.
- b) Provide affected employees with notice in accordance with the *Employment Standards Act*. *The Act* will be considered to provide the following additional notice:
 - for service greater than nine years, nine weeks of notice
 - for service greater than ten years, ten weeks of notice
 - for service greater than eleven years, eleven weeks of notice
 - for service greater than twelve years, twelve weeks of notice

Consistent with the opportunity to chain bump, all employees who are potentially impacted will be given notice of layoff at the outset of the process.

- c) Meet with the Union through the Labour Management Committee to review the reasons and expected duration of the layoff, 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 layoff and related provisions in this Collective Agreement.

13.04 Layoff Procedure

Note: It is understood that layoff and recall procedures for the Nursing Home are separate and apart from the procedures for the Retirement Home and vice versa. An employee within the Nursing Home division does not have displacement ("bumping") rights within, or recall rights to, the Retirement Home and vice versa.

- a) In the event of layoff, the Employer shall layoff employees in reverse order of seniority within their classification within their division (Nursing Home or Retirement Home), 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 layoff shall have the right to either:
 - i) Accept the layoff; or
 - ii) Displace an employee within the same division (Nursing Home or Retirement Home) who has:
 - lesser bargaining unit seniority in the same classification or a lower or identical paying classification; and
 - who has regularly scheduled hours less than or equal to the employee being laid off,provided that the employee originally subject to layoff is qualified for and can perform the duties of the lower or identical paying classification without training other than orientation.
 - iii) An employee who wishes to exercise his or her right to displace another employee with less seniority shall advise the Employer within seven (7) calendar days of the date of the notice of layoff issued by the Employer.

- iv) It is understood that pursuant to 13.04 (b), laid off part-time employees shall not have the right to displace full-time employees.
- v) In the event that a full-time employee is laid off and there are no other full-time employees that the employee is able to displace in accordance with b) ii) above, the employee may displace a part-time employee employed within the same division (Nursing Home or Retirement Home) in the same classification or in a lower or identical paying classification with less seniority provided that the employee originally subject to layoff is qualified for and can perform the duties without training other than orientation. It is understood that in the event that a full-time employee bumps a part-time employee, the full-time employee is accepting the part-time position only.

13.05 Recall Rights

- a) An employee shall have 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. In determining ability and qualifications, the Employer will not act in an arbitrary manner. The job posting procedures shall apply before any recall rights are considered. Employees with seniority who are laid off will be mailed a copy of the job posting to their last known address. When a laid off employee bids for and is successful in obtaining a posted position, she shall have no further rights with regard to recall.
- 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, in accordance with the loss of seniority provision, or have been found unable to perform the work available.
- c) It is the responsibility of the employee who has been laid off to notify the Employer of their intention to return to work within four (4) calendar days after being notified to do so by registered mail, (which notification shall be deemed to have been received on the second date of mailing) and return to work within nine (9) calendar days after being notified. The notification shall state the job to which the employee is eligible to be recalled and the date and time at which the employee shall report for work. The employee is solely responsible for his proper address being on record with the Employer.
- d) Employees on layoff or notice of layoff shall be given preference for temporary vacancies, which are expected to exceed twenty (20) days of work. An employee who has been recalled to such temporary vacancy shall not be required to accept such recall and may instead remain on layoff.

The job posting procedure applies ahead of this recall right.

13.06 Benefits on Layoff

(The following clause is applicable to full-time employees only)

In the event of a layoff of a full-time employee, the Employer shall pay its share of insured benefit premiums up to three (3) months from the end of the month in which the layoff occurs or until the laid-off employee is employed elsewhere, whichever occurs first.

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

13.08 The Employer will notify the Union fourteen (14) calendar days in advance of the elimination of any bargaining unit position.

ARTICLE 14 – HOURS OF WORK

14.01 The following paragraphs are intended to define the normal hours of work and shall not be construed as a guarantee of hours of work per day or per week or otherwise.

14.02 The normal hours of work for all employees shall not exceed seven and one half (7½) hours per day or seventy-five (75) hours in a two-week pay period.

14.03 Time off shall, as far as possible, be arranged so as to permit all employees to have every second weekend off. This provision shall not apply in the case of an employee who works weekends at his request. Weekends shall be defined as those shifts in which a majority of the employee's work falls on a Saturday or a Sunday.

14.04 No employee shall be normally scheduled to work more than seven (7) consecutive days in a row.

14.05 When scheduling normal shift rotation changes, there shall be sixteen (16) hours between the finish and start of such changes unless mutually agreed upon by the employee and Employer.

14.06 Work schedules of six (6) week duration will be posted two (2) weeks prior to the first day of the six-week schedule. The Employer must notify an employee at least twenty-four (24) hours in advance of any change in their posted schedule, circumstances permitting.

14.07 All part-time employees must submit their written availability for a period of six (6) weeks to their Department Head or designate two (2) weeks prior to the posting date of the applicable work schedule.

For part-time employees with a master line rotation, their written availability will list the shifts over and above their master line that they are available to work. For part-time employees without a master line, their written availability will list the shifts that they are available to work and must include at least the minimum number of shifts specified under 14.10 a).

Full-time employees who are regularly scheduled to work less than seventy-five hours biweekly may elect to submit their written availability for extra work in accordance with this provision.

Written availability will be used for the purposes of assigning vacant shifts on the posted work schedule as set out in Article 14.08 and for the offering of call-in shifts as set out in Article 15.04.

Nothing in Article 14.07 or 15.04 constitutes a guarantee of work. Without limiting the generality of the foregoing, the requirement of part-time employees to provide written availability does not constitute a guarantee that the employee will be scheduled on the work schedule or offered call-in shift(s) for the shifts for which the employee has provided availability.

14.08 The Employer will assign the vacant shift(s) on the basis of seniority in accordance with the following, to those within the affected classification, who provided written availability and working the shift will not result in overtime:

- i) First to part-time employees with a master line, up to a maximum of ten (10) shifts bi-weekly.
- ii) Second, to part-time employees without a master line, up to a maximum of ten (10) shifts.
- iii) Third, to full-time employees, up to a maximum of ten (10) shifts.

14.09 It is understood that filing shifts on the work schedule in accordance with Article 14.08 and though call-ins under 15.04 does not trigger a change in part-time status.

It is agreed however that the Employer will assign vacant shift(s) to a part-time employee for the purposes of avoiding its obligation to post a vacancy under Article 12.

14.10 Minimum Work Commitment of Part-Time Employees Without Master Lines

- a) Part-time employees without a master line must provide written availability to be scheduled for a minimum of four (4) shifts in each calendar month

and two (2) of the four (4) shifts must be weekend shifts.

- b) Part-time employees who do not have a master line have the option of refusing call-in shifts of work when shifts are made available to them; however, it is also understood that such part-time employees are required to reasonably and consistently work shifts that are offered to them, including weekend shifts.

Without limiting the generality of the foregoing, in the event that a part-time employee without a master line has not accepted and worked a call-in shift in three (3) consecutive months, the Employer will send a registered letter to the employee to their last known address in the Employer's records, inquiring whether it is the intent of the employee to continue their employment. The Employer will provide a copy of the letter to the Union. The registered letter shall be deemed to have been received by the employee on the second date of mailing. If the employee does not respond in writing within two (2) weeks of the deemed receipt of the letter, the employee will be deemed to have resigned from their employment.

14.11 Split Shifts

The Employer will not schedule an employee to work a split shift.

14.12 Rest Periods

An employee is entitled to a one-half (1/2) hour unpaid meal period and paid fifteen-minute rest periods in accordance with the length of their shift of work as follows:

<u>Length of Shift</u>	<u>Entitlement</u>
Less than 5 hours	15-minute paid rest period
5 hours to 5 ½ hours	½ hour unpaid meal period
Greater than 5 ½ hours, less than 8 hours	½ hour unpaid meal period + 1 15-minute paid rest period
8 hours	½ hour unpaid meal period + 2 15-minute paid rest period

14.13 Reporting Pay

An employee who reports for work at the regular scheduled time for her shift will be entitled to a minimum of four (4) hours pay or given four (4) hours work at her straight time hourly rate, unless notified by the Home prior to the employee reporting for work that she will not be required on that date. This Article shall not apply in the case of any labour dispute, emergency (such as

fire, flood, power shortage, or storm), or employees returning to work without notice after absence.

14.14 Shift Exchanges

A full-time employee may, upon first securing the Department Head's approval, exchange a shift with another full-time employee provided that such exchange results in no cost for the Employer. Requests for shift exchanges will be limited to a maximum of twelve (12) per employee, per calendar year. Shift exchange requests must be submitted, in the form provided, to the Supervisor for written approval two (2) weeks prior to the subject shift exchange.

14.15 Seniority for Shift Preference

The Employer shall determine the shifts to be worked. When two (2) vacancies occur for two (2) different shifts, and where there are two (2) successful applicants, the employee with the most seniority shall be given shift preference.

14.16 As it is understood and agreed that the Home is a twenty-four (24) hours per day, seven (7) days per week continuous operation and the services must be maintained on a rotating basis, it is agreed that the nursing staff and any other employees directed to do so may be required to work three (3) shifts on a rotating basis of one (1) week intervals, whenever possible.

ARTICLE 15 – OVERTIME

15.01 Overtime

Overtime defined - all time worked in excess of seven point five (7.5) hours per day, seventy-five (75) hours pay, or on a paid holiday, as provided in Article 16, shall be considered overtime. It is agreed and understood that such overtime is not cumulative.

Overtime shall only be earned by an employee for each hour or part thereof, worked, as defined above. The Home agrees that overtime shall be paid at the rate of one and one half (1 ½) times the regular hourly rate of pay. No overtime shall be paid to an employee who works in excess of his regularly scheduled hours of work, on a daily basis, or on a bi-weekly basis, as a result of exchange of shifts, or for reasons of personal convenience.

15.02 No Pyramiding

There shall be no pyramiding of premium pay, overtime pay, holiday pay and sick leave pay.

15.03 Call-Ins

- a) This Article applies to both full-time and part-time employees.
- b) Call-In shall mean the calling into work at the Employer's request of an employee who is not scheduled to work as per the posted schedule.
- c) Where call-in is requested within one-half (1/2) 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 from the normal commencement of the shift provided that the employee works the remainder of the shift.

15.04 Call-In Procedure

Call-in shifts that become available after the posting of the Work Schedule will be offered on a seniority basis to those employees within the affected classification who have provided written availability under Article 14.07 and for whom working the shift will not result in overtime payment.

15.05 Any call-ins required within a twenty-four (24) hour time period, "no answer" and "refused" shall be counted as "worked". The Employer shall continue on down the list until the shift is replaced.

15.06 When filling shortages of forty-eight (48) hours or less, the Employer will follow the seniority call-in list. A "no answer" will be deemed to be a refusal and the Employer will proceed to call the next employee on the list.

When filling shortages which fall outside of the forty-eight (48) hour window, employees shall have one (1) hour to respond.

All call-in shifts shall be given in order of seniority of all of those employees on the availability list at non-overtime rates of pay before securing an agency replacement.

15.07 No Reduction in Scheduled Work to Compensate for Overtime

An Employee who works overtime will not be required to take time off during her regular hours or have a regular scheduled shift cancelled to equalize any overtime worked.

15.08 Meals During Overtime

If an employee is required to work an extra three (3) hours of overtime at the end of her shift, one (1) free meal will be supplied.

15.09 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 16 – HOLIDAYS

16.01 The following days shall be recognized as paid holidays:

New Year's Day	Canada Day (July 1)
Victoria Day	Thanksgiving Day
Civic Holiday (August)	Easter Monday
Boxing Day	Labour Day
Good Friday	Christmas Day

Two (2) floating holidays to be taken on a day mutually agreed upon between the Employer and the employee.

16.02 A regular full-time employee who is not required to work on the above paid holidays shall receive holiday pay equal to one (1) normal day's pay, or in lieu thereof, a day off with pay at a time mutually agreeable to the Home and the employee, provided that he has worked his full scheduled shifts immediately preceding and succeeding the paid holiday, unless excused in writing by his Supervisor or the Administrator, and he has worked in the week in which the holiday is observed. For part-time employees, the *Employment Standards Act* shall apply.

16.03 The Home may require employees to work on paid holidays and it is agreed that they will receive time and one half (1 ½) for the time worked and, in addition, they shall receive their regular holiday pay, or a lieu day off with pay at a time mutually agreeable to the Home and the employee.

16.04 Where possible, employees shall be allowed three (3) consecutive days off at Christmas or New Years.

16.05 When an employee is scheduled to work on a paid holiday and does not work, he shall not be paid for the holiday unless excused in writing by the Director of Nursing or the Administrator. It is understood that an employee will not be required to work his scheduled shift before or after a paid holiday if he is absent on sick leave, and he shall be deemed to have worked such shift, provided that a doctor's certificate is made available to the Home.

ARTICLE 17 – VACATIONS

17.01 a) Vacation will be based on the following:

Years of Service	Vacation Entitlement
Less than one (1) year of service	10/12 of a working day for each month worked at 4% of total earnings
One (1) year of service	2 weeks at 4% of total earnings
Two (2) years of service	3 weeks at 6% of total earnings
Eight (8) years of service	4 weeks at 8% of total earnings
Fifteen (15) years of service <small>* Twelve (12) years of service for employees hired on or before April 14, 2005 as per note below</small>	5 weeks at 10% of total earnings
Twenty-three (23) years of service	6 weeks at 12% of total earnings
Twenty-eight (28) years of service	7 weeks at 14% of total earnings

As per April 14, 2005 Settlement Agreement:

Those staff members who are engaged by the Bankruptcy Trustee as of the effective date of this settlement agreement, April 14, 2005, shall continue to receive vacation of 5 weeks after 12 years.

All part-time employees hired after November 19, 2014, whose status is changed from full-time to part-time or vice-versa shall receive credit for his service on the basis of 1800 hours paid equals one year of service for vacation purposes.

17.02 Preference in Vacation

The vacation year for the purposes of calculating vacation and vacation pay is July 1 to June 30.

The Home agrees that in January of each year, it shall circulate a vacation list. Each employee must write in his or her choice of dates for each vacation week of his or her annual entitlement by March 1st for the vacation year that commences July 1st and ends on June 30th of the following year. The Home will schedule vacations in compliance with the employee's wishes received by March 1 in each year and subject to seniority and maintenance of an efficient operation in the facility. Seniority will be a guiding factor for requests submitted by March 1st. After March 1st, changes to the vacation schedule or vacation pay must be submitted in writing and approved by the Employer. The final right to determine vacation time is vested in the Home. The Home shall confirm the vacation schedule on or before April 15th of each year for vacation requests that had been submitted by March 1st.

Vacation requests submitted after March 1st may be granted subject to the efficient operation of the facility. Such requests will be considered on a first come first serve basis. An employee submitting a request after March 1st cannot

utilize their seniority to displace the request of another employee.

17.03 Vacation Pay on Termination

An employee who leaves the employ of the Home for any reason shall be entitled to receive any unpaid vacation pay which has accrued to her to the date of her separation of employment.

17.04 Unused vacations may not be accumulated without the prior approval in writing of the Administrator.

17.05 Where an employee, while on vacation, requires hospitalization, there shall be no deduction from vacation credits for such absence. By mutual agreement, the period of vacation so displaced shall either be added to the vacation period or be reinstated for use at a later date.

17.06 Vacation pay shall be paid by separate deposit.

17.07 Relief Procedure Following Posting of Schedule

Vacation relief shall be offered as per the call-in procedure.

17.08 Where possible, employees shall be allowed three (3) consecutive days off at Christmas or New Year's.

ARTICLE 18 – SICK LEAVE PROVISIONS

18.01 Sick Days - All full-time employees shall receive eight (8) days per year. This time shall be non-accumulative from year to year. Non-use of any of the eight (8) sick leave days in any year, an employee who has not used any of the eight (8) days shall receive at year end a pay-out of three (3) days.

18.02 If the Employer requires an employee to provide a medical certificate as proof of illness and the medical physician charges the employee for the certificate outside of OHIP, the Employer will reimburse the employee to a maximum reimbursement of ten dollars (\$10.00) per certificate upon proof of payment by the employee.

ARTICLE 19 – LEAVE OF ABSENCE

19.01 Personal Leave of Absence

Leaves of absence, without pay, for legitimate personal reasons may be granted by the Home upon written request.

19.02 Leave for Union Function

The Employer shall grant leaves of absence with pay and benefits and without loss of seniority to employees elected or appointed to represent the Union at union conventions, seminars, education classes or any other union functions, subject to the following:

- i) The Union must provide at least fourteen (14) calendar days written advance notice of the request for leave.
- ii) The aggregate cumulative total leaves for the bargaining unit shall be forty-five (45) days in a calendar year.
- iii) No more than two (2) employees from a department will be granted a leave of absence at the same time.

The Union shall reimburse the Employer for receipt of such pay and benefits.

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

Upon application by the Union and member, in writing, the Home will give reasonable consideration to a request for leave of absence, without pay, to an employee elected or appointed to a full-time Union or Public Office (municipal, federal or provincial public office). It is understood that not more than one (1) employee in the Home may be on such leave at the same time. Such leave, if granted, shall be for a period of one (1) calendar year from the date of appointment unless extended for a further specific period by agreement of the parties. It will become the responsibility of the employee for full payment, one (1) month in advance, of any applicable benefits in which the employee is participating during such leave of absence.

It is agreed that for the purpose of WSIB coverage, the employee will be deemed to be employed by the Union or the Public Office, as applicable.

19.04 Bereavement Leave

- a) Upon the death of an employee's spouse (including same sex partner or common law partner), child or stepchild, an employee shall be granted leave up to a maximum of five (5) days without loss of pay, ending with the day following the funeral or equivalent service.
- b) Upon the death of an employee's parent, stepparent, parent-in-law, sibling, sibling-in-law, legal guardian, grandparent, grandchild(ren), or child-in-law the employee shall be granted leave up to a maximum of three (3) days without loss of pay, ending on the day of the funeral or equivalent service.

- c) It is agreed that this leave is to apply only where the employee is in attendance at the funeral or equivalent service and pay for such days of absence is limited to the days actually missed from work as per the employee's scheduled working days. If the funeral or equivalent service is not attended, the paid leave shall be limited to two (2) days ending not later than the day of the funeral.
- d) An employee shall be granted one (1) day bereavement leave without loss of pay to attend the funeral or equivalent service of their aunt or uncle, niece, or nephew.
- e) Where an employee's scheduled vacation is interrupted due to a death of a parent, spouse, sibling or child, the period of such bereavement under this provision will not be counted against the employee's vacation credits.

Note: It is understood that if an employee is on sick leave and qualifies for paid bereavement leave, the bereavement leave will not be charged against their sick leave bank.

- f) Where it is necessary because of distance, the employee may be provided up to four (4) days additional unpaid leave or more.
- g) In the event of a memorial service or interment separate from the leave above, an employee may save one of the days identified in (a) above without loss of pay to attend the interment or service.

19.05 Family Medical Leave

- a) In accordance with the provisions of the *Employment Standards Act* ("the Act"), the Employer will grant family medical leave to an employee for up to twenty eight (28) weeks within a fifty-two (52) week period to provide care or support to a family member as defined under *the Act* who has a serious medical condition and is at significant risk of dying within that fifty-two (52) week period or such other timeframe as may be prescribed under *the Act*. The employee must provide the Employer with a medical certificate from a qualified health practitioner attesting to these circumstances, as provided under *the Act*.
- b) An employee who is on family medical leave shall continue to accumulate seniority and service. The Employer will continue to pay its share of the health and welfare benefit premiums, provided the employee continues its share of the premiums.
- c) Family medical leave ends in accordance with the provisions of *the Act*.

- d) Subject to any changes to the employee's status or employment which would have occurred had she not been on family medical leave, the employee shall be reinstated to her former position, if it still exists or to a comparable position if it does not, at the end of the leave.

19.06 Pregnancy and Parental Leave

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

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

The employee shall give the Employer four (4) weeks notice, in writing, of the day upon which 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 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.

Additional leave of absence may be taken under 19.07 - Parental Leave.

- b) Effective 30 days from November 14, 2014, an employee who is on pregnancy leave as provided under this Agreement, who has completed ten (10) months of continuous service and has applied for and is in receipt of Employment Insurance pregnancy/parental benefits pursuant to the Employment Insurance System, shall be paid a supplemental employment 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.

- c) An employee who does not apply for leave of absence under 19.06 a) i) and who is otherwise entitled to pregnancy leave, shall be entitled to and shall be granted leave of absence in accordance with 19.06 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.
- d) An employee who intends to resume her employment on the expiration of the leave of absence granted to her under this Article shall so advise the Employer when she requests the leave. If an employee returns to work at the expiry of the normal pregnancy or parental leave, and the employee's former permanent position still exists, the employee will be returned to her former job, and former shift if her shift was designated.

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

- e) When the Employer has suspended or discontinued operations during the leave of absence and has not resumed operations upon the expiry thereof, the Employer shall upon resumption of operations, reinstate the employee to her employment or to alternate work in accordance with the established seniority system or practice of the Employer in existence at the time the leave of absence began and in the absence of such a system or practice shall reinstate the employee in accordance with the provisions of 19.06 d).
- f) Such absence is not an illness under the interpretation of this Agreement, and sick leave benefits cannot be used.
- g) Credits for service for the purpose of salary increments, vacations, or any other benefit included and prescribed under the *Employment Standards*

Act shall continue and seniority shall accumulate during the leave on the basis of what the employee's normal regular hours of work would have been.

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

19.07 Parental Leave

- a) An employee who becomes a parent, and who has been employed for at least thirteen (13) weeks immediately preceding the date of the birth of 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 sixty-three (63) weeks of the birth of the child or within sixty-three (63) 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 she did not.
- d) An employee not on pregnancy leave requesting parental leave, shall give the Employer four (4) weeks written notice of the date the leave is to begin.

Parental leave ends sixty-one (61) weeks or sixty-three (63) weeks after it began, as the case may be, or on an earlier day if the employee gives the Employer at least four (4) weeks written notice of the day.

- e) For the purposes of Parental Leave, the provisions under 19.06 a), d), e), f), g) and h) shall also apply.

19.08 Education Leave & Payment for In-Service

- a) Where the Employer requires employees to take courses to upgrade or acquire new employment qualifications, the Employer shall pay the full cost associated with the courses.

- b) Where the Employer requires employees to attend an in-service session, the Employer will pay the employee at their straight time hourly rate for all hours spent in attendance at such sessions. Such payment shall not be subject to the overtime provisions of the collective agreement.
- c) The Employer may grant a request for unpaid leave of absence to upgrade employment qualifications, provided that she receive at least one (1) month's notice, in writing, unless impossible and provided that such leave may be arranged without undue inconvenience to the normal operations of the Home. Applications when applying must indicate the date of departure and specific date of return.
- d) It is understood that the Employer's payment obligations under this Article do not apply to the Retirement Home employment requirement that the employee must possess and maintain a current CPR certificate. The Employer is not obligated to pay the costs of the CPR course or for the time spent by the employee in certifying or annually re-certifying in CPR.

19.09 Jury and Witness Duty

If an employee is required to serve as a juror or witness in any Court of Law, he shall not suffer loss of pay because of such services, provided that the amount paid to him for such service is promptly repaid by him to the Home. The employee must present proof of service and shall notify his Supervisor immediately upon his receipt of notification that he will be required to attend Court as a juror or witness.

19.10 Self-Isolation

If an Employee is required to self-isolate as a result of 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 20 – PAYMENT OF WAGES AND ALLOWANCES

20.01 Shift and Weekend Premium

- a) The midnight shift shall be defined as the shift where the majority of hours worked by an employee fall between the hours of 11:00 pm and 7:00 am. The day shift shall be defined as the shift where the majority of hours worked by an employee fall between the hours of 7:00 am and 3:00 pm. The afternoon shift shall be defined as the shift where the majority of hours worked by an employee fall between the hours of 3:00 pm and

11:00 pm.

- b) A shift differential shall be paid to the employees of thirty-five (\$0.35) cents per hour for the afternoon and midnight shifts.
- c) A weekend premium of twenty-five cents (\$0.25) per hour shall be paid to all employees for all hours worked between 2300 hr. Friday and 2300 hr. Sunday. (This premium shall be in addition to the regular Shift Premium.)

Effective June 28, 2022, the weekend premium will increase to thirty-five cents (\$0.35) per hour to all employees for hours worked between 2300 hr Friday and 2300 hr Sunday.

20.02 Pay Days

The Employer agrees that wages will be paid bi-weekly on every second Thursday, in accordance with Appendix "A".

On each payday each employee shall be provided with an itemized statement of her wages, overtime and other supplementary pay and deductions. The employee's hourly rate is to be placed on the cheque stub.

20.03 Errors on Paycheques

In the event of an 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 (i.e., excluding Saturdays, Sundays, 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 a normal day's pay, the Employer will be reimbursed based on a mutually satisfactory arrangement between the employee and the Employer.

20.04 When an employee is temporarily transferred to replace an employee in a higher paid classification, coming within the scope of this Agreement, he shall be paid the rate of pay consistent with his position on his salary range, of the employee he is replacing.

When an employee is temporarily transferred to a lower rated job, he shall receive his own rate, unless he seeks such transfer, in which case he shall receive the rate of the job to which he is transferred.

Where an employee advances to another job classification higher than their present classification, such employee shall be paid at the rate step which ensures that the employee shall not be paid at a rate less than that which the employee presently enjoys.

If an employee transfers to a lower paying classification, the employee will be placed on the same wage grid step of the lower classification as the wage grid step that the employee received on her former higher paying grid.

20.05 RPN Responsibility Allowance for Work Outside the Bargaining Unit

- a) When the Employer temporarily assigns an employee to carry out the responsibilities of a salaried employee outside of the bargaining unit for a period in excess of ½ shift, the employee shall receive an allowance of seven dollars and fifty cents (\$7.50) for each shift from the time of the assignment.
- b) Where an RN is absent from their 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 one half (½) shift, the Employee shall receive an allowance of seven dollars and fifty cents (\$7.50) for each shift.
- c) Where there is neither an RN nor a supervisory employee (or above) who is a Registered Nurse in the building and there is an RPN in the building, the above-noted allowance will apply to an RPN who is designated to be in charge of the building.
- d) It is understood and agreed that only one of the above-noted premiums will apply at any one time.

20.06 Uniform Allowance

The Home shall pay a uniform and shoe allowance in the amount of one hundred and thirty-five dollars (\$135.00) to each full-time employee and eighty dollars (\$80.00) to each part-time employee required to wear a uniform to be paid on the employee's cheque annually at the end of each year.

The amounts reference above will be applied retroactively to January 1, 2024. The payouts on a bi-weekly basis will continue for the remainder of 2024 and then the above language will apply in 2025.

ARTICLE 21 – EMPLOYEE BENEFITS

21.01 The Home agrees to pay the indicated percentage of the following plans for

bargaining unit employees, excluding probationary employees, who qualify under the terms of the plan and who subscribe to the said plan through payroll deductions:

- a) An amount equal to one hundred percent (100%) of the family premium for OHIP.
- b) One hundred percent (100%) of the premium for life insurance coverage, for an amount equal to one and one-half (1½) times the employee's salary.
- c) One hundred percent (100%) of the premium for weekly indemnity insurance on a 1-1-7 basis, to run for a period of fifteen (15) weeks, coverage to be as per the plan presently constituted.
- d) One hundred percent (100%) of the premium for extended health care coverage as per the plan presently constituted. Effective 30 days from November 14, 2014, semi-private hospital coverage will be deleted.

Effective July 28, 2022, the maximum drug cap is set at \$2,500.00 per year. The maximum dispensing fee cap is \$10.00 per script.

- e) Seventy-five percent (75%) of the premium for dental plan, as per the plan presently constituted based on the fee schedule for the current O.D.A. rates.

Effective April 1, 2020, dental recall for persons over the age of 18 will change to every nine (9) months.

- f) **Orthotics**
Your premium payment for orthotics will be paid out one hundred percent (100%) by the Employer, and Employees will receive one hundred percent (100%) reimbursement to a maximum of three hundred dollars (\$300.00) per year.
- g) The Employer will pay one hundred per cent (100%) of the costs of providing eyeglass and contact lens coverage for all employees and their families. The maximum coverage be two hundred and twenty-five dollars (\$275.00) per twenty-four (24) months per eligible person.

Effective July 28, 2022, the maximum coverage will be \$300.00 per person in any twenty-four (24) consecutive months, including eye exams.

- h) Effective the first full calendar month following the date of ratification of the June 2016 Memorandum of Settlement, the maximum lifetime coverage for Hearing Aides shall be five hundred dollars (\$500.00).

- 21.02** It is agreed that each employee shall advise the Home in writing of the facts and circumstances relevant to his insurability, and that of his family where applicable, and any changes in status thereafter. The Company shall rely on such information in placing insurance coverage until such time as otherwise instructed by the employee in writing.
- 21.03** In the event that the Home changes insurance carriers, the Home shall discuss the change with the Union at least thirty (30) days prior.
- 21.04** The Employer shall continue to pay its portion of premiums for insured benefit plans, provided employees continue to pay their portion, as follows:
- i) While on paid leave of absence.
 - ii) While on pregnancy and parental leave as required by the *Employment Standards Act*.
 - iii) While receiving WSIB (“Workers Compensation”) for injury while in the employ of the Employer for up to twelve (12) months from the date of the injury.
 - iv) While on sick leave paid by the Employer. For the purposes of this provision, it is understood and agreed that absence on Weekly Indemnity shall be considered a leave with pay.
 - v) While on any leave of absence in which the Employer is required under the *Employment Standards Act* to continue its portion of benefit premiums for insured benefit premiums. The Employer will so continue its portion of the premiums for the period of time during the leave that is required under the said Act.

ARTICLE 22 – PENSION

Nursing Home and Related Industries Pension Plan

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

“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:

- a) the straight time component of hours worked on a holiday,
- b) holiday pay, for the hours not worked; and

c) 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.

22.02 Each eligible employee covered by this Collective Agreement shall contribute from each pay period an amount equal 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.

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.

22.03 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.

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

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

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

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

- a) To be provided once only at plan commencement:
 - Date of Hire
 - Date of Birth
 - Date of first remittance
 - Seniority List to include, where possible, hours from date of hire to Employer's fund entry date (for purposes of calculations past service credit).
- b) To be provided with each remittance:
 - Name
 - Social Insurance Number
 - Monthly remittance
 - Pensionable Earnings
 - Employer portion of arrears owing due to error, or late enrolment by the Employer
- c) To be provided periodically:
 - Address as provided to the Home once when the employee joins the plan, and annually for all employees in October of every year
 - Termination date when applicable
- d) To be provided once if they are readily available:
 - Gender
 - Marital Status

ARTICLE 23 – CONTRACTING OUT

23.01 In order to provide job security for the members of the bargaining unit, the

Home agrees that no employee will be laid off or have his employment terminated as a result of work or services of the kind performed by its employees in the bargaining unit being contracted, transferred, leased, assigned or conveyed in whole or in part to any other plant, person, company or employee outside of the bargaining unit other than those presently contracted out as of the date of this Award.

23.02 Despite Article 23.01, contracting out to an Employer who is organized and who will employ the employees of the bargaining unit who will be otherwise laid off or terminated with similar terms and conditions of employment is not a breach of this Agreement.

ARTICLE 24 – TECHNOLOGICAL CHANGE

24.01 The Employer will notify the Union at least thirty (30) days in advance of any technological change which the Employer plans to introduce which will significantly change the status of employees within the bargaining unit.

The Employer agrees to meet and discuss with the Union the impact of the technological change on the employment status of employees and to consider practical ways of minimizing the adverse affect, if any, upon employees concerned.

ARTICLE 25 – GENERAL PROVISIONS

25.01 Bulletin Boards

The Home agrees to supply and make available to the Union for the posting of seniority list and union notices, two (2) bulletin boards, one (1) in each of the designated areas. It is agreed that no notices will be posted on the bulletin boards without prior approval by the Administrator of the Home.

25.02 Printing of Collective Agreement

The Home and the Union agree that each party shall pay its own cost arising from the collective agreement being printed on a 50% shared cost.

25.03 Police Reference Checks

The Employer shall pay for costs associated with the Canadian Police Information check, if required, for any current employees.

25.04 Each employee shall advise his immediate Supervisor of his current mailing address and telephone number and will advise changes, if any.

25.05 The employee shall abide and comply with all rules and regulations as provided

by the Home unless such rules and regulations conflict with this Agreement, in which case the agreement shall be binding.

25.06 Training

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

ARTICLE 26 – RETROACTIVITY

26.01 The following is on a one-time basis and without prejudice:

Retroactive payment to individuals relating to the general wage increases shall be paid within sixty (60) calendar days from the effective date of the ratification of the Memorandum of Settlement or date of award, as applicable, and shall be based on all hours paid. Retroactivity shall be paid by separate cheque/deposit.

Employees who have left the employ of the employer will be notified by registered mail within sixty (60) calendar days of the date of the ratification of the Memorandum of Settlement or date of award, as applicable, of their entitlement to retroactivity addressed to their last known address. The employees shall have a further sixty (60) calendar days to claim their retroactivity.

ARTICLE 27 – TERM OF AGREEMENT

27.01 Effective Date

The term of this Agreement shall be from January 1, 2023 to December 31, 2024 and shall continue from year to year upon the expiration of that term unless either party gives to the other party notice in writing at least ninety (90) days prior to the expiration date in each year that it desires its termination or amendment.

Signed on this 24th day of June, 2024.

FOR THE EMPLOYER

FOR THE UNION

Linda Calabrese
Linda Calabrese (Nov 21, 2024 14:08 EST)

Lori Bucsi
Lori Bucsi (Nov 22, 2024 08:54 EST)

Michelle Cappadocio
Michelle Cappadocio (Nov 22, 2024 10:54 EST)

Ron...
Ron... (Nov 23, 2024 12:57 EST)

Chris Lange
Chris Lange (Dec 2, 2024 11:32 EST)

[Handwritten signature]

APPENDIX "A" – WAGES

Nursing Home Wage Grid for Employees Hired to Work in the Nursing Home after November 19, 2014

RPN RAI Coordinator	Probation	\$26.945	\$27.888	\$28.864	\$29.364
	Start	\$27.225	\$28.178	\$29.164	\$29.664
	1 Year	\$27.787	\$28.760	\$29.767	\$30.267
	2 Year	\$28.348	\$29.340	\$30.367	\$30.867
HCA/PSW	Probation	\$24.336	\$25.188	\$26.070	
	Start	\$24.616	\$25.478	\$26.370	
	1 Year	\$25.177	\$26.058	\$26.970	
	2 Year	\$25.737	\$26.638	\$27.570	
Housekeeping, Laundry, and Dietary Aides	Probation	\$20.797	\$21.525	\$22.278	
	Start	\$21.077	\$21.815	\$22.579	
	1 Year	\$21.638	\$22.395	\$23.179	
	2 Year	\$22.198	\$22.975	\$23.779	
Activity Aide	Probation	\$21.045	\$21.782	\$22.544	
	Start	\$21.326	\$22.072	\$22.845	
	1 Year	\$21.886	\$22.652	\$23.445	
	2 Year	\$22.447	\$23.233	\$24.046	
Cook 1	Probation	\$23.193	\$24.005	\$24.845	
	Start	\$23.473	\$24.295	\$25.145	
	1 Year	\$24.033	\$24.874	\$25.745	
	2 Year	\$24.593	\$25.454	\$26.345	
Maintenance	Probation	\$21.503	\$22.256	\$23.035	
	Start	\$21.780	\$22.542	\$23.331	
	1 Year	\$22.332	\$23.114	\$23.923	
	2 Year	\$22.884	\$23.685	\$24.514	

1. The percentage in lieu shall be 11%
2. Effective June 28, 2022, in addition to the payment of her hourly rate, the RAI Coordinator will be paid a premium of three dollars (\$3.00) for each hour worked in the RAI Coordinator classification. For greater clarity, the premium is only paid on worked hours, not hours "paid but not worked". For hours paid but not worked in the RAI Coordinator position, the applicable hourly wage rate from the RAI Coordinator wage grid will be paid.

It is understood that this premium does not form part of the employee's straight time

hourly rate of pay.

In the event that the RAI Coordinator is employed in two classifications, she will be paid her applicable RAI Coordinator hourly wage rate and the RAI Coordinator premium for the hours worked in the RAI Coordinator classification and not for hours worked in the other classification. For hours worked in the other classification, she will be paid in accordance with the wage grid of the other classification.

**Retirement Centre and Employees Hired in Nursing Home on or before
November 19, 2014**

RPN – Nursing Home RAI Coordinator	\$28.347	\$29.340	\$30.367	\$30.867
HCA/PSW	\$25.737	\$26.638	\$27.570	
Nurses’ Aide Activity Aide – Nursing Home	\$22.447	\$23.233	\$24.046	
Housekeeping, Laundry & Dietary Aides – Nursing Home	\$22.198	\$22.975	\$23.779	
Cook 1	\$24.593	\$25.454	\$26.345	
Restorative Care Aide	\$20.595	\$21.316	\$22.062	
RPN – Retirement Centre	\$25.163	\$26.044	\$26.956	
Personal Aide	\$16.748	\$17.334	\$17.941	\$18.35
Dietary Aide – Retirement Centre	\$15.608	\$16.154	\$16.719	\$17.75
Shift Coordinator – Retirement Centre	\$21.179	\$21.920	\$22.687	
Activity Aide – Retirement Centre	\$16.783	\$17.370	\$17.978	

Notes:

1. Those Nurses’ Aides who have obtained a health care certificate shall be paid an additional ten cents (\$0.10) per hour over the hourly rates reflected above.
2. Probationary employees shall receive twenty-five cents (\$0.25) less during their probationary period.
3. The percentage in lieu shall be 11%
4. Effective June 28, 2022, in addition to the payment of her hourly rate, the RAI Coordinator will be paid a premium of three dollars (\$3.00) for each hour worked in the RAI Coordinator classification. For greater clarity, the premium is only paid on worked hours, not hours “paid but not worked”. For hours paid but not worked in the RAI Coordinator position, the applicable hourly wage rate from the RAI Coordinator wage grid will be paid.

It is understood that this premium does not form part of the employee’s straight time hourly rate of pay.

In the event that the RAI Coordinator is employed in two classifications, she will be paid her applicable RAI Coordinator hourly wage rate and the RAI Coordinator premium for the hours worked in the RAI Coordinator classification and not for hours worked in the other classification. For hours worked in the other classification, she will be paid in accordance with the wage grid of the other classification.