

COLLECTIVE AGREEMENT

Between:

CUPE / Canadian Union
of Public Employees
AND ITS LOCAL #3866

and



Effective Dates:

January 1st, 2023 to December 31st, 2024

CONTENTS

PREAMBLE	1
ARTICLE 1 - MANAGEMENT RIGHTS	1
ARTICLE 2 - RECOGNITION	2
ARTICLE 3 - DEFINITION	4
ARTICLE 4 - CORRESPONDENCE	4
ARTICLE 5 - LABOUR MANAGEMENT RELATIONS.....	5
ARTICLE 6 - GRIEVANCE PROCEDURE	7
ARTICLE 7 - ARBITRATION.....	9
ARTICLE 8 - DISCHARGE, SUSPENSION AND DISCIPLINE.....	11
ARTICLE 9 - SENIORITY	12
ARTICLE 10 - PROMOTIONS AND STAFF CHANGES	16
ARTICLE 11 - LAYOFFS AND RECALLS	17
ARTICLE 12 - HOURS OF WORK	19
ARTICLE 13 - OVERTIME AND PREMIUM PAYMENTS	21
ARTICLE 14 - HOLIDAYS	23
ARTICLE 15 - VACATIONS	25
ARTICLE 16 - SICK LEAVE	28
ARTICLE 17 - LEAVE OF ABSENCE	30
ARTICLE 18 - PAYMENT OF WAGES.....	36
ARTICLE 19 - EMPLOYEE BENEFITS	38
ARTICLE 20 - UNIFORM ALLOWANCE.....	40
ARTICLE 21 - PART-TIME EMPLOYEES CLAUSES.....	40

ARTICLE 22 - PENSION PLAN.....	40
ARTICLE 23 - GENERAL	43
ARTICLE 24 - CHANGES IN AGREEMENT	44
ARTICLE 25 - RETROACTIVITY.....	44
ARTICLE 26 - DURATION.....	44
SCHEDULE "A"	46
LETTER OF UNDERSTANDING RE: INFLUENZA IMMUNIZATION	48
LETTER OF UNDERSTANDING RE: RESIDENT ABUSE	50
LETTER OF UNDERSTANDING RE: FOOD SERVICE SUPERVISOR	51
LETTER OF UNDERSTANDING RE: PART-TIME EMPLOYEES SCHEDULING GUIDELINES FOR THE SCHEDULING AND CALL-INS FOR ADDITIONAL AVAILABE REPLACEMENT SHIFTS	52
LETTER OF UNDERSTANDING RE: SELF ISOLATION	50

PREAMBLE

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

- 1) To maintain and improve the harmonious relations and settled conditions of employment between the Employer and the Union.
- 2) To recognize the mutual value of joint discussions and negotiations in all matters pertaining to working conditions, employment, services, etc.
- 3) To encourage efficiency in operation.
- 4) To promote the morale, wellbeing and security of all the employees in the bargaining unit of the Union.
- 5) To secure the best possible care and health protection 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** Except where specifically restricted by the terms of this Agreement, it is the exclusive right and function of the Employer to manage and direct its operations and affairs in all respects and without limiting or restricting this right and function:
- (a) To maintain order, discipline and efficiency and to make, alter and enforce reasonable rules and regulations to be observed by the employees;
 - (b) To hire, lay-off, direct, promote, demote, transfer, discipline, suspend or otherwise discharge employees, provided that a claim by an employee discharged without just cause may be subject of a grievance except where explicitly provided otherwise in this agreement and dealt with as hereinafter provided;

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

ARTICLE 2 - RECOGNITION

2.01 Scope of the Bargaining Unit

The Employer recognizes the Union as the sole and exclusive bargaining agent for all employees of Temiskaming Lodge Ltd. in the Town of Temiskaming Shores, save and except registered and graduate nurses, secretary/accounting, supervisors and persons above the rank of supervisor.

2.02 No Other Agreements

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

2.03 Work of the Bargaining Unit

Persons excluded from the bargaining unit shall not perform duties normally performed by employees in the bargaining unit which shall directly cause or result in the layoff or reduction in hours of work of an employee in the bargaining unit.

2.04 No Contracting Out

The Employer shall not contract out any work usually performed by members of the bargaining unit if, as a result of such contracting out, a lay-off of any employees other than casual part-time employees, results from such contracting out.

Contracting out to an employer who is organized and who will employ the employees of the bargaining unit who would otherwise be laid off with similar terms and conditions of employment is not a breach of this Agreement.

2.05 No Discrimination

The parties agree that there shall be no discrimination within the meaning of the *Ontario Human Rights Code* against any employee by the Union or the Home by reason of race, creed, colour, age, sex, marital status, nationality, ancestry or place of origin, family status, handicap, sexual orientation, political affiliation or activity or place of residence.

The Union or Representatives of the Union agree not to interfere with the rights of the employees of the Employer, and there shall be no discrimination, interference, intimidation, restraint or coercion by the Union. The Union further agrees that membership solicitation and other Union activity will not take place during working hours or on the premises of the Employer except as provided for in this Agreement.

The Employer agrees that there will be no discrimination, interference, intimidation, restraint or coercion of any employee because of their membership or activity in the Union or by reason of exercising their rights under the Collective Agreement.

2.06 Union Security and Check-off

- a) Union dues deductions shall be made from the payroll bi-weekly and shall be forwarded to National Secretary Treasurer of the Union not later than the 15th day of the month following, accompanied by two (2) lists of the names of all employees from whose wages deductions have been made.

This list will also include the names and addresses of the employees terminated during that month.

The Employer will provide the Union with the address of the employees at least once per year.

The Employer shall deduct from every employee within one month of service any dues levied in accordance with Union Constitutions and By-laws.

b) **New Employees**

- i) 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.
 - ii) 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, within the employee's first seven (7) working days, for the purpose of advising such employee of the existence of the Union and of their 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. Where there is more than one (1) employee hired in the same time frame, the Employer may arrange for a group interview.
- c) Union dues deducted from the pay of each employee will be shown on the employee's T4 slip.
- d) 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.

ARTICLE 3 - DEFINITION

3.01 A full-time employee is defined as an employee who is regularly scheduled to work forty-eight (48) hours or more per two (2) week pay period.

A part-time employee is defined as an employee who is regularly scheduled to work less than forty-eight (48) hours per two (2) week pay period.

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

ARTICLE 4 - CORRESPONDENCE

4.01 All correspondence between the parties, arising out of this Agreement or incidental thereto shall pass to and from the administrator or their designate and the President of the union.

ARTICLE 5 - LABOUR MANAGEMENT RELATIONS

5.01 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 will if requested, supply the Union with a list of its supervisory or other personnel with whom the Union may be required to transact business.

5.02 Bargaining Committee

A union bargaining committee shall be constituted of four (4) employees elected or appointed from amongst employees in the bargaining unit (along with a National Representative of the union). The union will advise the employee in writing of the names of the members of the union bargaining committee. Employees on the bargaining committee will receive their regular pay for all regularly scheduled working hours lost due to attendance at negotiations with representatives of the Employer, up to and including conciliation.

5.03 Labour-Management Relations Committee

The parties hereby agree to appoint a joint Labour Management Committee of two (2) employees appointed by the Union and two (2) members appointed by the Employer who shall meet to discuss and if possible provide understanding of points of mutual interest between the parties; it being understood that such Committee shall have no right to usurp the power of the negotiation or grievance committee or role of departmental meetings. The committees shall meet from time to time as agreed between the parties and all matters for discussion shall be submitted to the Administrator of the Home seven (7) calendar days previous to each meeting to be placed on the agenda except when agreed otherwise. By mutual agreement of the parties, the number of representatives on the Labour Management Committee may be increased. In addition to the two (2) Union and two (2) Employer appointees, a representative of the Canadian Union of Public Employees and a superior of the Administrator may attend any meeting.

5.04 Occupational Health and Safety Committee

- a) 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 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, recommend means of improving the health and safety programs and obtain information from the Employer or other persons respecting the identification of hazards and standards elsewhere. One member of this bargaining unit shall be designated by the Union to sit on the committee. The committee shall normally meet at least once every two (2) months. Time spent in such meetings is to be considered time worked and will be paid at their regular or premium rates as may be proper. Minutes shall be taken of all meetings and copies shall be sent to the Employer and to the Union.
- c) The Union agrees to endeavour to obtain the full co-operation of its membership in the observation of all safety rules and practices.

5.05 Representative of Canadian Union

The Union shall have the right at any time to have the assistance of representatives of the Canadian Union of Public Employees when dealing or negotiating with the Employer. Such representative(s) must obtain permission from the Employer in order to have access to the Employer's premises and such permission shall not be unreasonably withheld.

5.06 Grievance Committee

- a) The Grievance Committee shall be composed of the President, Chief Steward, and the Steward directly involved with the grievance and/or the National Representative. The purpose of the Committee is to deal with complaints or grievances as set out in this Collective Agreement.

- b) In the event either party wishes to call a meeting of the Grievance Committee, the meeting shall be held at a time and place fixed by mutual agreement and such meeting shall be held not later than five (5) working days after the request in writing has been given.
- c) No more than two (2) members of the Committee shall meet with the Administrator, unless otherwise mutually agreed to by the Parties.

5.07 No Strikes or Lockouts

During the term of this Agreement, the Employer agrees that it will not cause or direct any lockouts of the employees and the Union agrees that there will be no illegal strikes, shut-downs, slow-downs or stoppages of work and if such action should be taken by the employees, the Union shall instruct its employees to return to work and perform their usual duties. Any employee participating in an illegal strike, shutdown, slow-down or stoppage of work will be subject to discipline or dismissal.

ARTICLE 6 - GRIEVANCE PROCEDURE

6.01 Election of Stewards

In order to provide an orderly and speedy procedure for the settling of grievances, the Employer acknowledges the right of the union to appoint or elect five (5) stewards and one (1) of whom shall be the chief steward, whose duties shall be to assist any employee whom the steward represents, in presenting their grievances in accordance with the grievance procedure and such stewards shall have completed their probationary period.

6.02 Names of Stewards

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

6.03 Permission to Leave Work

The Union understands that each Steward is employed to perform their regular work duties for the Employer. Therefore, no steward shall leave their work without obtaining the permission of their supervisor. The Employer shall notify the steward within one (1) hour of the request as to when the steward may leave their place of work.

The steward shall state their destination to their supervisor and shall report to the supervisor at the time of their return to work. The Employer reserves the right to limit the steward's absence from their work if the time taken is considered excessive or if the steward does not perform their duties under this Agreement in a prompt manner. In return, the Employer will pay stewards for all time lost from scheduled hours of work investigating and/or processing grievances up to but not including arbitration.

6.04 Definition of Grievance

For the purposes of this Agreement, a grievance is defined as a difference that arises between the parties hereto or between the employees and the Employer relative to the interpretation, application or administration of this Agreement including any questions as to whether a matter is arbitrable or where an allegation is made that this Agreement has been violated. The grievance shall be adjusted in the following manner:

6.05 Step 1

The employee concerned accompanied by the Steward shall within seven (7) working days of the alleged grievance take the matter up directly with their immediate supervisor, who shall give their oral answer to such employee within three (3) working days.

Step 2

Should the employee feel that their grievance has not been settled satisfactorily, the Steward shall within seven (7) working days of the date that the answer was received at Step 1 present the written grievance to the Administrator or designate. Then a Committee comprised of the employee and the Steward shall meet with the Administrator to discuss the matter within seven (7) working days after the written presentation has been given to them. The Administrator or designate shall answer in writing no later than seven (7) working days after this meeting. At least twenty-four (24) hours prior notice of such meeting shall be given to all concerned. It is further understood that a representative of the Canadian Union of Public Employees may be present at the meeting and that the Administrator or designate may have such counsel and assistance as they may desire at such meeting.

6.06 Policy Grievance

The Employer or the Union shall have the right to lodge a policy grievance with the Union or the Employer, as the case may be, at Step 2 of the Grievance Procedure within fifteen (15) working days following the circumstances giving rise to the grievance relating to the general interpretation, application or alleged violation of this Agreement and such policy grievance may not be the subject of a grievance which is properly lodged by an employee.

6.07 Group Grievance

When a group of employees have identical grievances as set out in 6.04 above, they may represent a group grievance identifying each employee who is grieving within fifteen (15) working days of the alleged grievance. The grievance shall then be treated as being initiated at Step No. 2. One (1) employee on behalf of the group named therein shall present the group grievance at Step 2 of the Grievance Procedure.

6.08 If arbitration of any grievance is to be invoked, the request shall be made by either party within fifteen (15) working days after the dates of the reply at Step 2.

6.09 All agreements reached under the grievance procedure between the representatives of the Employer and the representatives of the Union will be final and binding upon the Home and the Union and the employees.

6.10 Definition of Working Days

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

ARTICLE 7 - ARBITRATION

7.01 It is agreed by the parties hereto that any difference of opinion relating to the interpretation, application or administration of this Agreement, which cannot be settled after exhausting the Grievance Procedure, shall be settled by arbitration. A Notice of Intent to Arbitrate shall be forwarded to the Administrator within the time limits set out in Article 6.08 and such notice shall contain the name of the grievor's appointee to the Arbitration Board. Within five (5) working days from the receipt of their Notice of Intent to Arbitrate, the other party must in turn name their appointee. A third person to act as Chairman shall be appointed by the respective appointees.

Should either party fail to name their appointee within five (5) working days or should the appointees fail to appoint a Chairman within ten (10) working days from the date of their appointment, either party or their appointee shall request the Office of Arbitration, Ontario Ministry of Labour, to make the appropriate appointment.

- 7.02** Each of the parties hereto shall bear the expense of the nominee appointed by it, and the parties hereto shall jointly bear equally the expense of the Chairperson, and any cost of the place of hearing of such arbitration, if and when the necessity arises. The Employer and the Union agree that by mutual written agreement of the parties, a Sole Arbitrator may be substituted for a Board of Arbitration and the other provisions referring to arbitration board shall appropriately apply.
- 7.03** It is agreed and understood that the Arbitration Board shall have no authority to alter, modify, or annul any part of this Agreement. Except as specifically provided otherwise in the Agreement and subject to Article 9.03, the Arbitration Board shall have authority to substitute such other penalty for the discharge of an employee or discipline as the Arbitration Board deems just and reasonable in all circumstances.
- 7.04** The Arbitration Board shall hear and determine the matter and shall issue a decision which shall be in writing and contain the reasons for the decision. The decision of the majority shall be the decision of the Arbitration Board, but if there is no majority decision, the decision of the Chairman will govern. The decision will be final and binding upon the parties hereto and the Employer or employees concerned.
- 7.05** **Time Limits**
- Failure on the part of the grievor to observe the time limits set out in the grievance or arbitration procedure shall be deemed to be an abandonment of the grievance, and failure on the part of the respondent to observe the time limits shall permit the grievor to move to the next step in the grievance procedure. The time limits in the grievance and the arbitration procedures may be extended by written mutual agreements of the parties.
- 7.06** No person may be appointed as an arbitrator who has been involved in an attempt to negotiate to settle the grievance, except where agreed by the parties.

ARTICLE 8 - DISCHARGE, SUSPENSION AND DISCIPLINE

8.01 Right to have Steward Present

- a) At the time a formal disciplinary suspension or discharge is imposed, an employee shall have the right to the presence of a union steward. It is understood that if a steward is unavailable when an employee is being so disciplined, the employee may have a representative of their choice who is on shift to attend. The Employer shall notify the employee of this right in advance.
- b) At the time that formal discipline of a lesser nature than in (a) is imposed, an employee shall have the right upon request to the presence of a union steward, or if a steward is unavailable, the employee may have a representative of their choice who is on shift to attend.

c) Warnings

Whenever the Employer or a representative of the Employer deems it necessary to censure an employee in a manner indicating that dismissal may follow any repetition of the act complained of or omission referred to, or that dismissal may follow if such employee fails to bring their work up to a required standard, the Employer shall, within 7 calendar days thereafter, give a copy of such censure to the Secretary of the Union, with a copy to the employee involved.

8.02 Discharge Procedure

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

8.03 May Omit Grievance Steps

Subject to Article 9.03, an employee considered by the Union to be wrongfully or unjustly discharged or suspended shall be entitled to a hearing under Article 6, Grievance Procedure and Step 1 of the Grievance Procedure shall be omitted in such cases.

8.04 Access to Personal File

Once per calendar year, an employee may request, with reasonable notice to the Employer, to view at a time mutually agreed the contents of their personnel files, including any evaluation forms and shall have the right to respond in writing to any document contained therein. Such reply shall become part of the permanent record. The employee shall have the right to have a steward present and viewing of the personnel file shall be in the presence of the Administrator or designate. An employee shall be provided with a copy of items from the personnel file upon request at a reasonable cost.

8.05 Clearing the File

Any disciplinary letter of reprimand, suspension or other disciplinary sanction shall be removed from the record after a period of eighteen (18) months, provided that there has been no subsequent discipline during the eighteen (18) month period. Notwithstanding the foregoing, all disciplinary action in regard to resident abuse will remain on the record for a period of thirty-six (36) months and will be removed after a period of thirty-six (36) months, provided that there has been no subsequent discipline during the thirty-six (36) month period.

Leaves of absence in excess of thirty (30) continuous calendar days will not count towards the eighteen (18) month period.

ARTICLE 9 - SENIORITY

9.01 Seniority Defined

Seniority is defined as the length of service with the Employer in the bargaining unit. Seniority shall be used in determining wage progression, vacation progression, as well as for preference or priority for promotions, transfers, demotions, layoffs, and recalls when the employee concerned has the required ability, experience and qualifications for the job.

Seniority shall accumulate as follows: For full-time employees, from date of last hire. For part-time employees eighteen hundred (1800) hours worked within the bargaining unit equals one (1) year of seniority.

An employee whose status has changed from part-time to full-time shall receive credit for their full seniority and service on the basis of one (1) year of seniority for each eighteen hundred (1800) hours worked within the bargaining unit. Any time worked in excess of an equivalent shall be pro-rated at the time of the transfer from part-time to full-time status.

9.02 Seniority List

The Employer shall maintain a seniority list for the bargaining unit. An up-to-date seniority list shall be sent to the President of the union and posted on the main bulletin board by April 1st and October 1st each year. Employees may challenge their seniority for a period of one (1) month after posting and if no challenges are received, the seniority list as posted shall be deemed to be correct.

9.03 Probationary Employees

Full-time employees newly hired into the bargaining unit must complete a probationary period of sixty days worked or four hundred and fifty (450) hours worked, whichever comes first.

Part-time employees newly hired into the bargaining unit must complete a probationary period of four hundred and fifty (450) hours worked.

An employee shall not accumulate seniority during the probationary period, but upon successful completion of the probationary period, the employee shall be credited with seniority for the probationary period.

The discharge of a probationary employee shall not be the subject of a grievance or arbitration.

9.04 Loss of Seniority

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

1. Voluntarily quits the employ of the Employer;
2. Is discharged for just cause and the discharge is not reversed through the Grievance Procedure;

3. Is absent for three (3) consecutive scheduled shifts without sufficient cause and without notifying the Employer unless such notice was not reasonably possible;
4. Fails upon being notified of a recall to signify their intention to return within seven (7) calendar days after the employee has received the notice of recall mailed by registered mail (which notification shall be deemed to have been received on the second date of mailing) to the last known address according to the records of the Employer and fails to report for work within seven (7) calendar days after the employee has received the notice of recall or such further period of time as may be agreed upon by the parties;
5. Utilizes a leave of absence for purposes other than those for which the leave may have been granted;
6. Fails to return to work after the completion of a leave of absence granted by the Employer unless through sickness or sufficient cause;
7. Is laid off for a period of more than twenty-four (24) months;
8. An employee is absent for more than twenty-four (24) months because of sickness or physical disability or both, or by reason of absence while on WSIB. Prior to the automatic termination of employees under this clause, the Employer agrees to review the employee's status to ensure that any action taken by the Employer complies with the Human Rights Code.

9.05 Transfers Outside Bargaining Unit

- a) No employee shall be transferred to a position outside of the bargaining unit without their consent.
- b) An employee who substitutes temporarily in a position outside of the bargaining unit shall be covered by the terms of the Collective Agreement during the duration of the assignment.

9.06 Effect of Absence

Whenever they are used in the Collective Agreement, the terms seniority and service shall be defined as per Article 9.01 subject to the following conditions:

- a) It is understood that during an approved absence not paid by the Employer not exceeding thirty (30) continuous calendar days or any approved absence paid by the Employer, both seniority and service will accrue.
- b) During an absence not paid by the Employer exceeding thirty (30) continuous calendar days other than an absence under the pregnancy and parental provisions of the agreement or any absence provided for under the *Employment Standards Act*, credit for service for the purposes of salary increment, vacation, sick leave, or any other benefits under any provisions of the Collective Agreement elsewhere, shall be suspended; the benefits concerned appropriately reduced on a pro-rata basis and the employee's anniversary date adjusted accordingly. In addition, the employee benefits in which the employee is participating for the period of the absence exceeding 30 continuous calendar days.
- c) It is further understood that such leave of absence not paid by the Employer, credit for seniority for purposes of promotion, demotion, transfer, or lay-off shall be suspended and not accrue during the period of absence. Notwithstanding this provision seniority shall accrue for a period of twenty-four (24) months if an employee's absence is due to a disability resulting in WSIB benefits.
- d) Benefits: WSIB, Sick Leave, Paid Leave

The Employer shall continue to pay its share of premiums for benefit plans for employees who are on paid leave of absence of WSIB if the employee continues their contribution towards said benefits. It is understood that the obligation of the Employer to pay the aforesaid benefits while on WSIB shall continue for up to twenty-four (24) months following the date of the injury. It is further understood that in the case of sick leave, the Employer will continue to pay its share of premiums for up to sixty (60) calendar days.
- e) Pregnancy/Parental Leave

Notwithstanding this Article, seniority and service will accrue during a pregnancy or parental leave in accordance with Article 17.04. The Employer will continue its share of the benefit premiums during a pregnancy or parental leave in accordance with Article 17.04.

f) **Leaves of Absences Pursuant to the Employment Standards Act**

For leaves of absences governed by the *Employment Standards Act (ESA)*, the Employer will continue its share of the benefit premiums during the leaves for the period of time required under the *ESA*. Seniority and service will accrue for such leaves to the extent provided for under the *ESA*.

ARTICLE 10 - PROMOTIONS AND STAFF CHANGES

10.01 Job Postings

Where a permanent vacancy occurs or a new position is created in the bargaining unit or a temporary vacancy of more than six weeks is anticipated or expected, which the Employer requires to be filled, the Employer will post notice of such permanent vacancy, new position or temporary vacancy on the main bulletin board for seven (7) calendar days in order that any interested employee may apply. Any new vacancy created as a result of the operation of this provision need only be posted for three days.

10.02 Temporary vacancies anticipated to be less than six (6) weeks duration shall not be posted, unless otherwise agreed between the Employer and the Union. In the case of temporary vacancies of less than six (6) weeks, the Employer will endeavour to distribute shifts as equally as possible.

10.03 The name of the successful application for a permanent vacancy, new position or temporary vacancy shall be posted on the main bulletin board.

10.04 It is understood that a posting is not required where an employee transfers to a different shift within the same classification and within the same department.

10.05 Postings shall contain the following information: nature of position, shift, wage or salary rate or range and required qualifications.

10.06 A part-time employee shall retain their part-time status in the event that they are awarded a temporary full-time vacancy. It is understood that a full-time employee may not apply or be considered as an applicant for a temporary part-time vacancy.

- 10.07** The Employer shall have the right to fill any permanent vacancy, new position or temporary vacancy on a temporary basis until the posting procedure provided herein has been complied with and arrangements have been made to permit the successful applicant selected to fill the permanent vacancy, new position or temporary vacancy to be assigned to do the job.
- 10.08** No outside advertising shall be made until employees have had an opportunity to apply as provided in 10.01. However, if no applications are received by the end of the seventh calendar day of posting, the Employer may start proceedings to secure applications from outside the bargaining unit.
- 10.09** The successful applicant to a part-time job posting shall be placed on trial for a period of three hundred and thirty-seven and one-half (337.5) working hours. The successful applicant to a full-time job posting shall be placed on trial for a period of three hundred and thirty-seven and one-half (337.5) working hours or forty-five days worked, whichever comes first. Conditional on satisfactory service, such trial promotion shall become permanent after the period of three hundred and thirty-seven and one-half (337.5) working hours. In the event that the successful applicant proves unsatisfactory in the position during the aforementioned trial period, or if the employee wishes to return to their former position, they shall be returned to their former position and salary without loss of seniority. Any other employee promoted or transferred because of the rearrangement of positions shall also be returned to their former position and salary without loss of seniority. Employees applying for positions must commit to a trial period of not less than two (2) weeks.

ARTICLE 11 - LAYOFFS AND RECALLS

- 11.01** Lay-offs, under the provision of this Collective Agreement shall include the reduction of daily or bi-weekly hours of any full-time or part-time employee.
- No full-time employee within the bargaining unit shall be laid off by reason of their duties being assigned to two (2) or more part-time employees.
- 11.02** In the event of proposed lay-off of a permanent or long-term nature of thirteen calendar weeks or more, the Employer will:
- a) In the event of a proposed lay-off of a permanent nature of thirteen (13) weeks or more, the Employer will provide the Union with at least eight (8) weeks' notice. This notice is not in addition to the required notice for individual employees.

- b) In the event of a lay-off of a permanent nature of thirteen (13) weeks or more, the Employer will provide affected employees with notice in accordance with the Employment Standards Act. However, the Employment Standards Act will be deemed to be amended for the purpose of this Agreement so as to provide an affected employee with notice as follows:
- If service is greater than 9 years - 9 weeks' notice
 - If service is greater than 10 years - 10 weeks' notice
 - If service is greater than 11 years - 11 weeks' notice
 - If service is greater than 12 years - 12 weeks' notice
- c) Meet with the Union through the Labour Management committee to review the reasons and expected duration of the lay-off, and realignment of service or staff and its effect on employees in the bargaining unit.

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

11.03 Lay-Off Procedure

Both parties recognize that job security should increase in proportion to length of service. Therefore,

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

- (iii) It is understood that the displaced employee has the options as per (ii) above.
- (iv) Employees exercising an option under (ii) or (iii) above shall notify the Employer within four (4) calendar days of their intention. Failure to do so will be deemed as acceptance of lay-off.

11.04 Recall Rights

An employee shall have the opportunity of recall from a lay-off to an available opening in order of seniority provided they have the ability and qualifications as required by law to perform the work.

- a) No new employee shall be hired until all those laid off have been given the 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.
- b) It is the sole responsibility of the employee who has been laid off work to notify the Employer with their intention to return to work within seven (7) 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 seven (7) 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 to work. The employee will be solely responsible for their proper address being on record with the Employer.

11.05 Grievances concerning lay-offs and recalls shall be initiated at Step #2 of the grievance procedure.

ARTICLE 12 - HOURS OF WORK

12.01 Nothing in this provision or in this Collective Agreement shall be construed as a guarantee of the hours of work to be performed per day or per week or of the days of work per week.

12.02 The normal hours of work for any employee in this bargaining unit shall not exceed eight hours per day, exclusive of unpaid meal periods, or eighty hours in any bi-weekly period, exclusive of unpaid meal periods.

- 12.03** All employees shall be permitted a paid rest period of fifteen (15) consecutive minutes in respect of a seven-and-one-half (7-1/2) hour shift both in the first half and second half of that shift.
- 12.04** 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.
- 12.05** 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.
- 12.06** **Consecutive Shifts**
- All employees will not be required to work more than six (6) consecutive days without receiving their day off unless otherwise mutually agreed. Where a full-time employee agrees to work more than six (6) consecutive shifts, the Employer agrees to pay such hours of work at the rate of time and one-half (1 ½) the hourly rate of pay.
- 12.07** **Days Off**
- The Employer will schedule full-time employees off one in every two week period and will schedule part-time employees off at least one (1) weekend out of three (3), except where the full-time or part-time employees accepts pre-booking or call ins or requests additional weekend work at their discretion. A weekend shall be defined as the period from 2200 Friday to 2200 hours Sunday.
- 12.08** **Time off between shifts**
- The Employer will schedule employees such that there is a minimum of twelve (12) hours off between the completion of the employee's schedule shift and the commencement of the employee's next scheduled shift unless the employee agrees otherwise.
- 12.09** The Employer will post the work schedules two weeks in advance to cover a four (4) week period for all classifications other than RPN. For RPNs the schedule will cover a six (6) week period.

ARTICLE 13 - OVERTIME AND PREMIUM PAYMENTS

13.01 The regular straight time hourly rate of pay is that prescribed in the wage schedule of the Collective Agreement.

13.02 For employees who work a shift of seven and one-half (7½) hours duration (exclusive of unpaid meal periods), or less, overtime will be paid after seven and one-half (7½) hours in a shift, exclusive of unpaid meal periods, or seventy-five (75) hours bi-weekly, exclusive of unpaid meal periods. Overtime shall be at the rate of one and one-half (1-1/2) times the employee's regular straight time hourly rate of pay.

For employees who work a shift of eight (8) hours duration, exclusive of unpaid meal periods, overtime will be paid after eight (8) hours in a shift, exclusive of unpaid meal periods or eighty (80) hours bi-weekly, exclusive of unpaid meal periods.

All overtime must be authorized by the Employer.

A workweek commences on Sunday and ends on Saturday.

13.03 An employee who reports to work as scheduled or is called in to work on their assigned day off and reports as requested by the Employer and no work is available, shall receive a minimum of four (4) hours pay provided the employee's scheduled shift was at least four (4) hours in duration or if the employee's scheduled shift was less than four (4) hours in duration, the employee will receive a minimum of three (3) hours pay at their regular straight time hourly rate. The Employer may elect to assign the employee to any other work in the nursing home which the Employer determines the employee is able to perform. This reporting allowance shall not apply in the event of an emergency which disrupts the normal operations of the nursing home or whenever an employee has received prior notice not to report to work, nor shall it apply to employees returning to work without notice after absence.

Furthermore, the reporting allowance does not apply to employees returning to work without notice after an absence.

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

- 13.05**
- a) There shall be no pyramiding of premium pay, overtime pay, holiday pay and sick leave pay.
 - b) Where the Employer schedules an employee off on a holiday listed in 14.01 in circumstances in which the employee would have otherwise be scheduled to work on the day, the employee shall be considered to have worked their regularly scheduled hours on the holiday for the purposes of calculation of eligibility for overtime rate. It is understood that this provision does not apply to holiday lieu days but only to actual holidays listed in 14.01.

13.06 **Sharing of Overtime**

The Employer will endeavour to divide overtime and call-back as equally as is reasonably possible within the classification among employees who have the ability, experience and qualifications to perform the job.

13.07 **Call-In**

(This Article applies to both full-time and part-time employees.)

- a) Call-in shall mean the calling in to work at the Employer's request of an employee who is not scheduled to work as per the posted schedule.
- b) 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.

13.08 **Shift Premium**

The Employer agrees to pay a shift premium of twenty-five cents (25¢) per hour to employees for each hour worked where the majority of their hours fall between the hours of 2200 hours and 0600 hours.

13.09 **Weekend Premium**

Employees shall be paid a weekend premium for all hours worked between Friday 2200 hours and Sunday at 2200 hours. This premium shall be in addition to the regular shift premium.

Effective October 11th, 2024, increase the weekend premium to forty-five cents (\$0.45).

ARTICLE 14 - HOLIDAYS

The following Article 14 is applicable to full-time employees only:

14.01 List of Holidays

The Employer recognizes the following as paid holidays:

New Year's Day	Canada Day
Queen's Birthday	Thanksgiving Day
Civic Holiday (August)	Labour Day
Boxing Day	Christmas Day
Good Friday	Family Day

The Employer agrees to grant employees two (2) floating days off with pay to be taken on a day mutually agreed upon between the Employer and the employee.

In an employee's first calendar year of employment as a full-time employee, the float holiday entitlement will be pro-rated in accordance with the following schedule, provided the employee otherwise qualifies:

- a) If the employee is employed in the first half of the year (January 1st to June 30th) the employee will be entitled to two float holidays;
- b) If the employee is employed in the second half of the year (July 1st to December 31st), the employee will be entitled to one float holiday for that first calendar year of employment.

14.02 Holidays Falling on Weekend

The above named holidays will be celebrated on the day on which they fall regardless of any Federal, Provincial or Municipal proclamation or legislation to the contrary.

14.03 Holiday Pay Qualifications

In order to qualify for holiday pay, the employee must have been employed by the Employer for at least three months and must work their regular scheduled shift immediately preceding and immediately following the holiday.

An employee scheduled to work on any of the qualifying days or holidays, who does not report for work without a valid reason, shall forfeit their holiday pay.

14.04

- a) An employee who is required to work on any of the above named holidays will receive pay at the rate of time and one-half (1 1/2) the employee's regular hourly rate for every hour worked on such day, in addition to pay for the holiday at the employee's regular hourly rate or the employee may be granted an alternate day off (lieu day) to be taken within seventy-five (75) days after the holiday except at Christmas and New Year's. Payment for such lieu day will be based upon the entitlement the employee otherwise would have been eligible to receive for the holiday at straight time hourly rates.
- b) When any of the above noted holidays fall on an employee's scheduled day off, the employee shall receive another day off with pay within seventy five (75) days after the holiday except at Christmas and New Years at a time mutually agreed upon between the employee and the Employer.

14.05

Where an employee is not entitled to holiday pay by virtue of Article 14.03 but that employee is required to work on that day, the employee will receive pay at the rate of time and one-half (1-1/2) the employee's regular hourly rate for every hour worked on that day.

14.06

For the purpose of clarity, a holiday is defined as the period commencing with the shift commencing after 2200 on the evening preceding the holiday and ending at 2200 on the holiday. An employee will be considered to have worked the holiday where the majority of hours of the employee's shift fall within the holiday.

14.07

All employees will have either Christmas Day or New Year's Day off, on a rotating basis year to year providing that the Home can fulfil its staffing needs.

It is agreed that under normal conditions, fifty percent (50%) of the employees shall have Christmas Day and the remaining fifty percent (50%) shall have New Year's Day off work. This shall be done by mutual consent of the employees.

The Employer will endeavour to schedule an employee off for three (3) days at either Christmas or New Year's, upon the written request of the employee. Such written requests must be submitted to the Employer by no later than November first in each year.

In the event that the Employer receives more requests than it can accommodate, departmental seniority of employees making the request will govern in considering such requests.

In order that the Employer may accordingly schedule employees off, the normal scheduling provisions shall not apply during the period of December 15 to January 15.

ARTICLE 15 - VACATIONS

15.01 Vacation Entitlement

- a) Vacation entitlement for full-time employees to be determined based on seniority. Vacation entitlement for part-time employees to be based on eighteen hundred (1800) hours equalling one year of service.

An employee whose status has changed from part-time to full-time shall receive credit for their full seniority and service on the basis of one (1) year of seniority for each eighteen hundred (1800) hours worked within the bargaining unit. Any time worked in excess of an equivalent shall be pro-rated at the time of the transfer from part-time to full-time status.

- b) Full-Time Employees

Full-time employees with less than one year of service shall receive vacation pay and time off in accordance with the Employment Standards Act.

Full-time employees with between one (1) and three (3) years of service shall receive two (2) weeks off with pay equal to 4% of their gross earnings.

Full-time employees with between three (3) and eight (8) years of service shall receive three (3) weeks off with pay equal to 6% of their gross earnings.

Full-time employees with between eight (8) and fifteen (15) years of service shall receive four (4) weeks off with pay equal to 8% of their gross earnings.

Full-time employees with between fifteen (15) years of service and twenty-three years of service shall receive five (5) weeks off with pay equal to 10% of their gross earnings.

Full-time employees with twenty-three (23) years of service or more will receive six (6) weeks of vacation with pay equal to twelve percent (12%) of gross earnings.

c) **Part-time Employees**

Part-time employees with less than 1800 hours of service shall receive vacation pay and time off in accordance with the Employment Standards Act.

Part-time employees with between 1800 and 5400 hours of service shall receive two (2) weeks off with pay equal to 4% of their gross earnings.

Part-time employees with between 5400 and 14,400 hours of service shall receive three (3) weeks off with pay equal to 6% of their gross earnings.

Part-time employees with between 14,400 and 27,000 hours of service shall receive four (4) weeks off with pay equal to 8% of their gross earnings.

Part-time employees with between 27,000 and 41,400 hours of service shall receive five (5) weeks off with pay equal to 10% of their gross earnings.

Part-time employees with 41,400 hours of service or more will receive six (6) weeks of vacation with pay equal to twelve percent (12%) of gross earnings.

15.02 Vacation Year

The vacation year shall begin on the employee's anniversary date. Vacation must be taken in minimum of one (1) week blocks.

Notwithstanding the above, an employee with at least three (3) weeks of vacation entitlement can request up to a maximum of five (5) vacation days per vacation year which may be taken in less than a one (1) week block.

An employee with at least six (6) weeks of vacation entitlement can request up to a maximum of an additional five (5) vacation days per vacation year which may be taken in less than one (1) week block. It is understood and agreed that vacation requests in minimum one (1) week blocks take priority over vacation requests that are less than a one (1) week block.

An employee must take their vacation entitlement. An employee cannot waive vacation and draw double payment.

15.03 Vacation Requests

Employees requesting vacation time during the summer months of June, July and August must submit their vacation requests to their Department Head by April 1st. The Employer shall inform the employee of whether their request was approved or denied by May 1st. Vacation requests for time off during months other than June, July and/or August must be submitted to the employee's Department Head prior to the posting of the work schedule in which the requested vacation period occurs.

Vacation shall not be granted for the period from December 15th to January 15th. During the prime summer vacation period of June, July and August, an employee will not be granted more than two (2) consecutive weeks of vacation.

The choice of vacation period for those employees who have requested vacation time during June, July and/or August, and who have submitted their vacation request by April 1st, shall be based on the selection of the employee according to seniority with the senior employee in the classification granted first choice for up to two (2) weeks' vacation.

Where an employee submits a request after April 1st for vacation time during any of the months of June, July and/or August, the Employer may grant the request provided that it can fulfil its staffing needs. However, it is expressly understood that employees who had filed a timely vacation request will receive priority consideration, and where their initial request could not be accommodated, all of their subsequent requested vacation times shall take precedence over those requested by an employee who has submitted a late request. An employee who has submitted a late request cannot utilize their seniority to displace any employee who has submitted a timely request.

15.04 Proration of Vacation Pay on Termination

An employee terminating their employment at any time in their vacation year before they have taken all of their vacation entitlement shall be entitled to any vacation pay earned, provided that the employee provides at least two weeks written notice of resignation, unless not possible due to reasons beyond the control of the employee. In the event that the employee does not provide two weeks written notice, the employee will be paid four percent (4%) of their total wages earned for the current vacation year less any vacation pay already paid out for the current vacation year.

15.05 Pay-out

An employee who has not requested or received any vacation payout by their anniversary date shall be paid their vacation pay automatically by the last pay in December.

ARTICLE 16 - SICK LEAVE

The following Article 16 is applicable to full-time employees only:

16.01 a) Pay for sick leave is for the sole and only purpose of protecting employees against loss of income when they are legitimately ill and will be granted to all full-time employees on the following basis providing sick leave credits are available:

i) On October 1st of each year, each employee will be credited with three (3) sick leave credits based on the formula outlined below. These credits are non-accumulative from year to year and the right to sick leave credits shall cease upon notice of termination of employment. Employees shall not be eligible for pay for sick leave until their probationary period is completed. The benefit will be pro-rated for employees completing their probationary period part way through the year as follows:

Probation completed prior to February 1 - employee credited with three (3) sick leave credits.

Probation completed after February 1 - employee credited with two (2) sick leave credits.

Probation completed after June 1 - employee credited with one (1) sick leave credit.

ii) The formula for the calculation of the credit is based on the length of the employee's majority of regular shifts worked:

e.g. 4 hour shift x 3 sick leave credits = 12 hours of sick credits

5 hour shift x 3 sick leave credits = 15 hours of sick credits

6 hour shift x 3 sick leave credits = 18 hours of sick credits

b) An employee may be required to produce a note for any illness in excess of three working days. The Employer shall have the right to require an employee to produce a medical note for a period of less than three days for an absence due to illness if an employee's record indicates a pattern of intermittent absenteeism.

c) It is the responsibility of the employees to update their Department Head as to the status of their sickness on a daily basis. Employees must notify their Department Head of their intent to return to work after illness prior to the start of the shift in which they plan to attend in accordance with the following, or else there may be no work available on such shift:

No later than 1200 noon the day before - if on the day shift.

No later than 1200 noon of that day - if on the evening shift.

No later than 1200 noon of that day - if on the night shift.

The Employer will not be liable for any payments or for providing any work to an employee who attempts to return to work without providing the above advance notice.

- d) Employees must notify the Employer if they are to be absent due to personal illness at least two hours in advance of the start of their shift if they are scheduled on the day shift, or three hours in advance of the start of their shift if they are scheduled for the evening or night shift, unless such notification is impossible. Where such advance notification is impossible, the employee must provide the Employer with as much advance notification as is possible.

ARTICLE 17 - LEAVE OF ABSENCE

17.01 Leave for Union Business

Upon notification to the Employer, an employee elected or appointed to represent the union at union functions shall be allowed leave of absence with pay and benefits without loss of seniority. The union shall reimburse the Employer for receipt of such pay and benefits. Employees must notify the Employer at least two weeks in advance of the leave and there shall be no more than one (1) employee from each department on leave for union business at any one time except by mutual agreement of the parties.

17.02 Bereavement Leave

Upon the death of an employee's spouse, child or stepchild, an employee shall be granted leave up to a maximum of four (4) days without loss of pay for any scheduled hours, ending with the day following the day of the funeral.

Upon the death of an employee's mother, father, step-parents, mother-in-law, father-in-law, brother, sister, brother-in-law, sister-in-law, legal guardian, grandparent, grandchild, son-in-law or daughter-in-law, the employee shall be granted leave up to a maximum of three (3) days without loss of pay for any scheduled hours, ending with the day following the day of the funeral.

It is agreed that this leave is to apply only where the employee is in attendance at the funeral. If the funeral is not attended, the paid leave shall be limited to two (2) days ending not later than the days of the funeral, and limited to any scheduled hours missed.

An employee shall be granted one (1) day bereavement leave without loss of pay for any scheduled hours to attend the funeral of their aunt, uncle, niece or nephew.

The employee may save one (1) of the paid bereavement leave days to which the employee would otherwise be entitled under this Article to take at a later date for the purpose of attending a later interment or a later funeral or equivalent memorial service for the deceased. The employee must notify the Employer at the time of the death whether they are electing to save one (1) of their bereavement leave days under this section and must also provide as much notice as possible to the Employer of the date of the later interment, funeral or equivalent memorial service.

If an employee is on sick leave or vacation leave and qualifies for paid bereavement leave, the bereavement leave will not be charged against their sick or vacation bank.

An employee will not be eligible to receive payment under the terms of this provision for any period in which they are receiving payments for holiday pay.

17.03 Personal Leaves of Absence

The Administrator may grant a request for leave of absence for personal reasons provided that they receive at least one (1) month's clear notice, in writing, unless impossible, and further provided that such leave may be arranged without undue inconvenience to the normal operations of the Nursing Home.

All accumulated paid holidays and vacation leave must be taken before a personal leave of absence will be granted. Employees will not be granted personal leave in order to receive extended vacation time or for the purpose of extra vacation time. It is understood that personal leaves of absence will not be granted during the prime summer vacation periods of June, July and August.

Employees when applying for such leave shall indicate the proposed date of departure and return and the reason for the leave. Such leave shall not be unreasonably withheld.

17.04 Pregnancy and Parental Leave

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

- a) (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 17 weeks as provided in the Employment Standards Act, and may begin no earlier than 17 weeks before the expected birth date.

The employee shall give the Employer four (4) weeks' notice, in writing, of the day upon which they intend to commence their leave of absence, unless impossible, and furnish the Employer, if requested, with a certificate of a legally qualified medical practitioner stating that the employee is pregnant and giving the estimated day upon which delivery will occur.

- (ii) The employee must have started employment with the Employer at least thirteen (13) weeks prior to the expected date of birth.
- (iii) The employee shall give at least two (2) weeks' notice of their intention to return to work. The employee may, with the consent of the Employer, shorten the duration of the leave of absence requested under this Article upon giving the Employer two (2) weeks' notice of their intention to do so, and furnishing the Employer with a certificate of a legally qualified medical practitioner stating that the employee is able to resume their work.

Additional leave of absence may be taken under 17.04 i) Parental Leave.

- (iv) An employee who is on pregnancy leave 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 unemployment benefit. That benefit will be equivalent to the difference between seventy-five percent (75%) of their regular weekly earnings and the sum of their 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 they are in receipt of Employment Insurance pregnancy/parental benefits for a maximum period of fifteen (15) weeks.

The employee's regular weekly earnings shall be determined by multiplying their regular hourly rate on their last day worked prior to the commencement of the leave times their 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 payment received under the plan.

When an employee elects to receive parental leave benefits pursuant to Section 12(3)(b)(ii) of the Employment Insurance Act, the amount of any Supplemental Unemployment Benefit payable by the Employer will be no greater than what would have been payable had the employee elected to receive the parental leave benefit pursuant to Section 12(3)(b)(i) of the Employment Insurance Act.

- b) An employee who does not apply for leave of absence under Article 17.04 a) (i) and who is otherwise entitled to pregnancy leave, shall be entitled to and shall be granted leave of absence in accordance with Article 17.04 a) (i) upon providing the Employer, before the expiry of two (2) weeks after they ceased to work, with a certificate of a legally qualified medical practitioner stating that they are not able to perform the duties of their employment because of a medical condition arising from their pregnancy, and giving the estimated day upon which, in their opinion, delivery will occur or the actual date of their delivery.
- c) An employee who intends to resume their employment on the expiration of the leave of absence granted under this Article shall so advise the Employer when the employee requests the leave of absence. If a full-time 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 their former job and former shift if their shift was designated.

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

- d) 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 their 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 Article 17.04 c).
- e) Such absence is not an illness under the interpretation of this Agreement, and sick leave credits cannot be used.
- f) Credits for service for the purpose of salary increments, vacations, or any other benefit included and prescribed under the Employment Standards Act shall continue and seniority shall accumulate during the leave.
- g) During the period of leave, the Employer shall continue to pay the Employer's portion of hospital, medical, dental, group life, pension and other benefits included and prescribed by the Employment Standards Act provided that the employee makes an election in writing at least two (2) weeks in advance of commencement of the leave to continue the employee's share of the benefit contributions.

It is understood that an employee who makes an election to continue their contribution towards benefits under this provision, shall provide the Employer with payment for the amount required on or before the first day of the month in which payment is due.

Where an employee makes such election to continue their contribution towards the benefits, but then falls into arrears by one month's payment of their contribution, the benefit coverage will be discontinued and the Employer will cease to be under any obligation to continue its share of the benefit premiums.

- 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 two (2) weeks' notice, in writing that they intend to take parental leave.

i) **Parental Leave**

- i) 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.
- ii) 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 their own.
- iii) Parental leave must begin no later than fifty-two (52) weeks after the day the child is born or comes into the custody, care and control of the parent for the first time. For employees on pregnancy leave, parental leave will begin immediately after pregnancy leave expires. Parental leave shall be granted for up to sixty-one (61) weeks in duration if the employee also took pregnancy leave and sixty-three (63) weeks in duration if they did not.
- iv) 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.

An employee may end their parental leave as set out in paragraph (iii) above (or earlier) by giving the Employer written notice at least four (4) weeks before the last day of the leave.

- v) For the purposes of Parental Leave the provisions under 17.04 a), c), d), e), f), g) and h) shall also apply.

17.05 Education Leave

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

The administrator may grant a request for unpaid leave of absence to upgrade employment qualifications, provided that the administrator receives 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. Applicants when applying must indicate the date of departure and specific date of return.

17.06 In-service Education

The Employer agrees to pay employees who are required by the Employer to attend in-service sessions at their straight time hourly rate for all hours in attendance at such sessions. Such payment shall not be subject to the overtime provisions of the Collective Agreement.

17.07 Jury Duty

The Employer shall grant leave of absence without loss of seniority and benefits to an employee who serves as a juror or subpoenaed witness in any Court in which the Crown is a party or who is required to attend a court of law or coroner's inquest in connection with a case arising out of their employment at the Home. The Employer shall pay such an employee the difference between normal earnings and the payment received for jury service or court witness, excluding payment for travelling, meals or other expenses. The employee shall present proof of service and the amount of pay received. Time spent by an employee required to serve as a court witness in any matter arising out of their employment at the Home shall be considered as time worked at the appropriate rate of pay.

Employees who have completed their court or coroner's inquest duty during the first half of their scheduled shift shall return to work.

(Where the employee must leave their shift to attend jury or court duty, the Employer will provide the employee with reasonable wash-up time and time to change apparel.)

ARTICLE 18 - PAYMENT OF WAGES

- 18.01** a) When an employee is assigned temporarily to perform the duties and assume the responsibilities of a higher paying classification in the bargaining unit, they shall be paid the rate in the higher salary range immediately above their current rate for all hours worked in the assignment.

- b) When an 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 1/2 shift, the employee shall receive an allowance of \$3.00 for each shift from the time of the assignment.

18.02 When a new classification in the bargaining unit is established by the Employer, the Employer shall determine the rate of pay of such new classification and shall advise the Union of the same. If the Union disagrees with the rate established by the Employer, the Union may request a meeting with the Employer to endeavour to negotiate a mutually satisfactory rate of pay. Such request shall be made within two (2) calendar weeks after receipt of notice from the Employer of such new classification and the rate of pay.

Where the Union and the Employer are unable to agree to the new rate, the matter may be referred to arbitration as provided in this Agreement within seven (7) working days following the meeting. The decision of the Board of Arbitration shall be based on the relationship established by comparison with the rates of other classifications in the bargaining unit having regards to the duties and responsibilities involved.

Any change in the rate established by the Employer as mutually agreed by the parties or awarded by a Board of Arbitration shall be retroactive to the date the new classification started.

18.03 When an employee is promoted to a higher rated job classification, they shall receive the next higher rate within the new classification above the rate they were receiving at the time of placement in the new job classification.

18.04 Employees who change their status within the classification from full-time to part-time and vice-versa will maintain their same level on the salary grid.

18.05 If an employee is transferred or bumps to a lower rated classification as a result of a layoff or reduction in staff, the employee will be placed on the level of the lower-rated job grid that corresponds with the same service level that the employee had on the higher-rated grid to which they were transferred or bumps.

ARTICLE 19 - EMPLOYEE BENEFITS

(The following Article 19 is applicable to full-time employees only.)

19.01 All newly hired full-time employees will be eligible to join the benefit plans upon completion of their probationary periods and after completion of any waiting period under the plans, subject to the respective terms and conditions of the plan.

19.02 a) The Employer agrees to pay 100% of the billed premium towards coverage of eligible employees in the active employ of the Employer under a semi-private plan. Effective January 1, 2002, semi-private coverage will be eliminated.

b) The Employer agrees to contribute 100% of the billed premium towards coverage of eligible employees in the active employ of the Employer under an Extended Health Care Benefits Plan providing for a \$10.00 (single) and \$20.00 (family) deductible. The Drug Plan will be amended to provide for a dispensing fee cap of the greater of \$7.50 or the lowest dispensing fee in Temiskaming Shores. It is understood that covered expenses under the Drug Plan will not exceed;

- lowest cost interchangeable drug
- enhanced generic – requires medical evidence for drugs where physician indicates “no substitution”
- lowest priced drug in a therapeutic class

Effective January 1, 2016, introduce a Drug Card with positive enrolment included and a \$1.00 deductible per prescription. The current dispensing fee cap remains status quo. The existing \$10.00 (single) and \$20.00 (family) EHC deductible will be eliminated January 1, 2016.

The Extended Health Care Plan shall provide for Vision Care coverage up to \$275.00 per person in any twenty-four (24) consecutive months for contact lenses or eyeglasses prescribed by an optometrists or laser surgery.

Effective the first full calendar month following the date of ratification, increase the Vision Care coverage to \$300.00/24 months.

- c) The Employer agrees to contribute 100% of the billed premium towards coverage of eligible employees in the active employ of the Employer under a group life insurance plan to provide \$30,000.00 term life insurance.
- d) The Employer agrees to contribute 50% of the billed premiums towards coverage of eligible employees in the active employ of the Home under a Dental Plan equivalent to Blue Cross #9 based on the current O.D.A. fee schedule with a one (1) year lag (effective November 11th, 2024) and a \$25.00 (single) and \$50.00 (family) deductible provided that the participating employee pays the balance of the billed premiums through payroll deduction. Effective January 1, 2002, the deductible will be deleted and the Dental Plan will be amended to provide that dental recall shall be limited to nine (9) months for those eligible over 18 years of age. Effective September 11, 2007 fluoride treatments will be covered only for persons under the age of 18 years of age. Effective January 1, 2016, add an annual coverage cap of \$2,000.00 per insured person per year.
- e) The Employer agrees to contribute 100% of the billed premium towards coverage of eligible employees in the active employ of the Employer under a Weekly Indemnity Plan. The Plan will cover legitimate personal illness, as determined by the insurer, from the first day of hospitalization or accident or the eighth (8th) calendar day of illness for up to a maximum of seventeen (17) weeks at sixty-six and two-thirds percent (66-2/3%) of salary.

19.03 It is clearly understood that the Employer's obligation pursuant to this Collective Agreement is to provide the insurance coverage bargained for. Individual claims decisions made by the insurer are not grievable.

19.04 The Employer may substitute another carrier for any of the foregoing plans provided that the level of benefits conferred thereby is not decreased. The Employer will advise the union of any change in carrier or underwriter prior to implementing a change in carrier.

19.05 **UIC Premium Reduction**

The employees' share of the Employer's unemployment insurance premium reduction will be retained by the Employer towards offsetting the cost of the benefits contained in this Agreement.

ARTICLE 20 - UNIFORM ALLOWANCE

- 20.01 Full-time and part-time employees who are required to wear a uniform will receive a uniform allowance of seven cents (7¢) per hour for all hours worked. Such amount is not to form part of the hourly rate for purposes of calculating overtime and premiums generally. The uniform allowance will be paid out annually on the pay period closest to September 1st. Uniform allowance will not be paid to new employees prior to completion of the probationary period.

ARTICLE 21 - PART-TIME EMPLOYEES CLAUSES

- 21.01 Part-time employees are entitled to all rights and benefits under the Collective Agreement, with the exception of entitlement to fringe benefits and holiday pay.
Part-time employees shall receive in-lieu of sick leave, health and welfare benefits, and holiday pay, the amount of \$1.50 per hour.

Effective August 19, 2018, the part-time in-lieu shall be amended from \$1.50 per hour to 7.25%.

- 21.02 Part-time employees shall progress on the vacation and wage grid on the basis of eighteen hundred (1800) hours paid equals one (1) year of service.

21.03 Part-time Commitment

In order to maintain employment status, a part-time employee who does not have a regular scheduled line rotation must accept and work at least two (2) shifts in each calendar month in which shifts are offered to the employee, and one (1) of those shifts must be a weekend shift if offered. Where extenuating circumstances exist, the Employer may temporarily waive this condition of employment.

ARTICLE 22 - PENSION PLAN

22.01 Nursing Homes and Related Industries Pension Plan (NHRIPP)

Commencing as soon as practical after May 9, 2001, each eligible employee covered by this Collective Agreement shall be enrolled in the Nursing Homes and Related Industries Pension Plan. In this Article, the terms used shall have the meanings as described:

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

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

- (1) the straight time component of hours worked on a holiday;**
- (2) holiday pay, for the hours not worked; and**
- (3) vacation pay.**

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

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

- .02) Each eligible employee covered by this Collective Agreement shall contribute from each pay cheque 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, upon request the Employer shall make full payment on any outstanding Employer contributions irrespective of whether the employee pays the matching amount.

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

- .03) The Employee and Employer contributions shall be remitted to the Plan by the Employer within thirty (30) days after the end of the calendar month in which the pay period ends for which the contributions are attributable.**
- .04) The Union acknowledges and agrees that other than making its contribution to the Plan as set out in this Article, the Employer shall not be obligated to contribute towards the cost of benefits provided by the Plan, or be responsible for providing any such benefits.**

The Union and the Employer acknowledge and agree that under current pension legislation, and/or regulations, the Employer has no requirement to fund any deficit in the Plan, but is required to contribute only that amount as required by the Collective Agreement in force between the parties.

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

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

For further specificity, the items required for each eligible employee by Article .05 of the Agreement are:

i To be Provided Once Only at Plan Commencement:

Date of Hire
Date of Birth
Date of First Contribution
Seniority List (for the purpose of calculating past service credit)

ii To be Provided with each Remittance:

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

iii To be Provided Once and if Status Changes:

Full Address as provided to the Home
Termination date where applicable (MMDDYY)
Gender
Marital Status

iv To be Provided Annually but not later than December 1st:

Current complete address listing
Details of all absences of members from the workplace due to
an injury for which the member received Workplace Safety
and Insurance Board benefits.

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

It is understood and agreed that currently the Employer is not required by law to provide any information other than that specified in .05 above. In the event that the Employer is required by law to provide additional information in the future and 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.

ARTICLE 23 - GENERAL

23.01 Bulletin Board

The Employer shall provide a bulletin board which shall be placed so that all employees will have access to it and upon which the Union shall have the right to post notices of regular meetings, special meetings, or seminars.

Material other than the above must be approved and initialled by the Administrator.

23.02 Printing of the Collective Agreement

It is mutually agreed between the Employer and the Union that the expense of printing the Collective Agreement shall be shared by both parties equally.

23.03 Current Addresses/Telephone Numbers

It is the responsibility of the employee to ensure that their home address and telephone number on file at the Home are current at all times. If the employee fails to do this, the Home will not be responsible for failure to notify.

ARTICLE 24 - CHANGES IN AGREEMENT

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

ARTICLE 25 - RETROACTIVITY

25.01 Retroactive payment to individuals relating to the general wage increases shall be paid within sixty (60) days from October 11th, 2024, and shall be based on all hours paid from January 1st, 2023, for both full-time and part-time employees.

Retroactive payment of wages shall be by separate cheque. Employees who have left their employment will be notified by prepaid post within sixty (60) days from the effective date of this award or memorandum of settlement, addressed to their last known address. Entitlement is lost if not claimed within thirty (30) calendar days after receiving notice. The Union shall receive a copy of all notices sent to former employees.

ARTICLE 26 - DURATION

26.01 This Agreement shall remain in effect until December 31st, 2024, and shall remain in effect from year to year thereafter unless either party gives the other party written notice of termination or desire to amend the Agreement. Such notification will be made within ninety (90) days prior to the termination of this Agreement, or in any year thereafter.

SIGNED on behalf of the Parties hereto at Timmins, Ontario, this 19 day of November, 2024.

**FOR THE EMPLOYER
TEMISKAMING LODGE LTD.**

Francine Gosselin
Francine Gosselin (Nov 21, 2024 13:40 EST)

Courtney Dunlop-McDonald
Courtney Dunlop-McDonald (Nov 21, 2024 09:42 EST)

**FOR THE UNION
CUPE LOCAL 3866**

Tammy Robinson
Tammy Robinson (Nov 19, 2024 15:33 EST)

Michelle
Michelle (Nov 19, 2024 15:33 EST)

Rose Moore
Rose Moore (Nov 20, 2024 12:01 EST)

Nc/cope 491

Temiskaming Lodge Ltd. and CUPE Local 3866
Collective Agreement Expiring December 31st, 2024

SCHEDULE "A"

New Employees hired after the date of this award shall be paid a probationary rate that is twenty-five cents (25¢) below the start rate of the applicable classification start rate. Such probationary rate is to be paid commencing upon completion of the orientation shifts up until the successful completion of the probationary period.

Where the Home employs a college or university student whose major field of study is related to and is judged by the Employer to be beneficial to the bargaining unit work for which the student is hired, the student will not be paid the student rate but will be paid in accordance with the following:

- 1st year of employment (up to 1950 hours worked): 75% of the Start Rate of the Classification
- 2nd year of employment (1950 hours worked or more): 85% of the Start Rate of the Classification

Orientation Rate

Where the Employer assigns an employee to orientate a newly hired employee in the bargaining unit during their orientation period, the employee who is assigned to orientate the newly hired employee will receive a premium of \$1.00 per hour for each hour worked in such assignment and the newly hired person who is being oriented will receive a wage rate of \$1.00 per hour less than the start rate of their classification. These revised payments will apply only during the period of orientation.

The above rates of pay are inclusive of all pay equity adjustments up to the expiry of this Collective Agreement.

The Union agrees that it will not support any pay equity claim with respect to any pay equity plan between CUPE and the Employer or any amendments thereto. If an individual or group of individuals seeks legal or administrative review of the pay equity plan or amendments thereto, it is agreed that the Collective Agreement will be adjusted to offset any award by the Pay Equity Tribunal or other legal entity.

Recognition of Previous Experience as an RPN with a Permanent License. (Applicable to RPNs only)

The Employer will recognize recent related experience as an RPN with a permanent license on the basis of one (1) annual increment for each one (1) year of service up to the maximum of the grid. Part-time service shall be recognized on the basis of eighteen hundred (1800) hours paid in previous employment equals one (1) year of service. It shall be the responsibility of a newly hired employee to provide reasonable proof of recent and related experience in order to be considered for a salary increment, and if they fail to do so they shall not be entitled to recognition.

Dietary Aide Premium Notation

A Dietary Aide who is temporarily assigned to relieve in the Cook classification who has not obtained the Advanced Level Cook Certificate, will be paid a premium of seventy-five cents (75¢) per hour for each hour worked when assigned to the Cook classification.

Dietary Aides who are assigned to the Dietary Aide Rotation #2 will be paid a premium of \$2.00 per shift worked in recognition of the cooking responsibilities that may be assigned on that rotation.

Cook Notation

The required qualifications for employment in the Cook classification and payment on the Cook grid include the successful completion and attainment of the Advanced Level Cook Certificate.

Seniority Notation

Seniority shall be used in determining wage progression, to be calculated in accordance with Article 9.

SCHEDULE "A"

	Start	1-Jan-23	1-Jan-24	11-Oct-24	31-Dec-24
Registered Practical Nurse				RPN Wage Adjustment of \$0.50	RPN Wage Adjustment of \$0.30
Start	25.247	26.131	27.046	27.546	27.846
1 Year (pt: 1800 hrs) Seniority***	25.975	26.884	27.825	28.325	28.625
2 Years (pt: 3600 hrs) Seniority***	26.715	27.650	28.618	29.118	29.418
3 Years (pt: 5400 hrs) Seniority***	27.445	28.406	29.400	29.900	30.200
Health Care Aide	Incorporated \$3 PWE January 1, 2023 prior to GWI				
Start	19.897	23.698	24.527		
1 Year (pt: 1800 hrs) Seniority***	20.595	24.421	25.276		
2 Years (pt: 3600 hrs) Seniority***	21.293	25.143	26.023		
3 Years (pt: 5400 hrs) Seniority***	21.992	25.867	26.772		
Nurses' Aide					
Start	19.504	20.187	20.894		
1 Year (pt: 1800 hrs) Seniority***	20.197	20.904	21.636		
2 Years (pt: 3600 hrs) Seniority***	20.896	21.627	22.384		
3 Years (pt: 5400 hrs) Seniority***	21.564	22.319	23.100		
Housekeeping Aide, Laundry Aide, Activity Aide, *Dietary Aide					
Start	19.168	19.839	20.533		
1 Year (pt: 1800 hrs) Seniority***	19.851	20.546	21.265		
2 Years (pt: 3600 hrs) Seniority***	20.535	21.254	21.998		
3 Years (pt: 5400 hrs) Seniority***	21.221	21.964	22.733		
**Cook					
Start	20.625	21.347	22.094		
1 Year (pt: 1800 hrs) Seniority***	21.310	22.056	22.828		
2 Years (pt: 3600 hrs) Seniority***	21.993	22.763	23.560		
3 Years (pt: 5400 hrs) Seniority***	22.690	23.484	24.306		
Maintenance					
Start	25.115	25.994	26.904		
Personal Support Assistant					
Start	15.453	15.994	16.554		
1 Year (pt: 1800 hrs) Seniority***	15.711	16.261	16.830		
2 Years (pt: 3600 hrs) Seniority***	15.968	16.527	17.105		

LETTER OF UNDERSTANDING

RE: INFLUENZA IMMUNIZATION

All employees shall be required to be immunized for influenza on an annual basis. The Employer will ensure that the influenza vaccination is available at no cost to the employee.

In the event that the Board of Health declares an influenza outbreak in the Home and the employee has failed to take the required immunization vaccination, or failed to complete the recommended course of treatment, the employee may be placed on an unpaid leave of absence until such time as the employee has been cleared by public health or the Employer to return to the work environment.

Employees who are unable to take the influenza vaccination due to medical reasons must provide written verification from a medical physician of such medical condition. Such employee may access their sick bank if any during any outbreak period.

If an employee did not take the required annual immunization vaccination or complete a recommended course of treatment, any subsequent course of treatment taken during an influenza outbreak shall be undertaken at the employee's expense.

SIGNED on behalf of the parties hereto at Timmins Ontario, this 19 day of November 2024.

FOR TEMISKAMING LODGE LTD.

Francine Gosselin
Francine Gosselin (Nov 21, 2024 13:40 EST)

Courtney Dunlop-McDonald
Courtney Dunlop-McDonald (Nov 25, 2024 09:42 EST)

FOR THE UNION LOCAL 3866

Tammy Robinson
Tammy Robinson (Nov 19, 2024 15:40 EST)

Michelle Hearn
Michelle Hearn (Nov 19, 2024 15:23 EST)

Rose Moore
Rose Moore (Nov 20, 2024 12:11 EST)

LETTER OF UNDERSTANDING

RE: RESIDENT ABUSE

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

SIGNED on behalf of the parties hereto at Timmins Ontario, this
19 day of Timmins 2024.

FOR TEMISKAMING LODGE LTD.

Francine Gosselin
Francine Gosselin (Nov 21, 2024 13:40 EST)

Courtney Dunlop-McDonald
Courtney Dunlop-McDonald (Nov 25, 2024 09:42 EST)

FOR THE UNION LOCAL 3866

Tammy Robinson
Tammy Robinson (Nov 19, 2024 15:40 EST)

Nicole Hearn
Nicole Hearn (Nov 19, 2024 15:23 EST)

Rose Moore
Rose Moore (Nov 20, 2024 12:01 EST)

LETTER OF UNDERSTANDING

RE: FOOD SERVICE SUPERVISOR

The Food Services Supervisor has historically and prior to certification been regularly assigned to perform four (4) Cook shifts in a bi-weekly period. The Employer agrees that it will not increase the number of Cook Shifts that the Food Services Supervisor is regularly assigned to perform.

SIGNED on behalf of the parties hereto at Timmins Ontario, this 19
day of November 2024.

FOR TEMISKAMING LODGE LTD.

Francine Gosselin
Francine Gosselin (Nov 21, 2024 13:40 EST)

Courtney Dunlop-McDonald
Courtney Dunlop-McDonald (Nov 24, 2024 09:42 EST)

FOR THE UNION LOCAL 3866

Tammy Robinson
Tammy Robinson (Nov 19, 2024 15:40 EST)

[Signature]
[Signature] (Nov 19, 2024 15:23 EST)

Rose Moore
Rose Moore (Nov 27, 2024 12:01 EST)

LETTER OF UNDERSTANDING

RE: PART-TIME EMPLOYEES: SCHEDULING GUIDELINES FOR THE SCHEDULING AND CALL-INS FOR ADDITIONAL AVAILABLE REPLACEMENT SHIFTS:

1. Posted Work Schedule:

The parties have agreed to the following revised process for the scheduling of additional available replacement shifts on the posted work schedule amongst those full-time employees who are regularly scheduled less than seventy-five (75) biweekly and all part-time employees.

Prior to the posting of the work scheduled, additional available replacement shifts will be scheduled amongst employees within the applicable classification in accordance with the following process:

- i) First, on a seniority basis to those full-time employees who are regularly scheduled less than seventy-five hours biweekly up to a maximum of seventy-five (75) hours biweekly,
- ii) Second, on a seniority basis to part-time employees up to forty-eight (48) hours biweekly
- iii) Third, on an as equitable basis as possible to part-time employees.

2. Call-Ins:

The parties agree that shifts which become available after the posting of the work schedule shall be offered to all employees who are regularly scheduled less than seventy-five (75) hours biweekly on a rotational basis.

3. The Employer will bypass an employee in scheduling or offering a call-in for a replacement shift if the working of the shift by the employee would result in the payment of overtime or a scheduling premium penalty or if the working of the shift by the employee would result in a violation of any scheduling provision.
4. The parties agree that in the event that a part-time employee is scheduled or accepts call-in shifts to work for forty-eight (48) hours or more in a bi-weekly period under the terms of the letter re: additional available replacement shifts, the part-time employee will retain their part-time status.

5. The parties agree that any difficulties arising from the implementation of this letter during the term of this collective agreement may be the subject of discussion by the Labour Management Committee.

SIGNED on behalf of the parties hereto at Timmins Ontario, this 19
day of November 2024.

FOR TEMISKAMING LODGE LTD.

Francine Gosselin
Francine Gosselin, Nov 21, 2024 13:40 EST

Courtney Dunlop-McDonald
Courtney Dunlop-McDonald (Nov 25, 2024 09:42 EST)

FOR THE UNION LOCAL 3866

Tammy Robinson
Tammy Robinson, Nov 19, 2024 15:40 EST

Neil
Neil, Nov 19, 2024 15:23 EST

Rose Moore
Rose Moore, Nov 20, 2024 12:01 EST

LETTER OF UNDERSTANDING

RE: SELF-ISOLATION

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

SIGNED on behalf of the parties hereto at Timmins Ontario, this 19
day of November 2024.

FOR TEMISKAMING LODGE LTD.

Francine Gosselin
Francine Gosselin (Nov 21, 2024 13:40 EST)

Courtney Dunlop-McDonald
Courtney Dunlop-McDonald (Nov 21, 2024 09:42 EST)

FOR THE UNION LOCAL 3866

Tammy Robinson
Tammy Robinson (Nov 19, 2024 15:14 EST)

Michelle Heaton
Michelle Heaton (Nov 19, 2024 15:23 EST)

Rose Moore
Rose Moore (Nov 20, 2024 13:00 EST)
