

COLLECTIVE AGREEMENT

between

**ILER LODGE
AXIUM EXTENDICARE LTC II LP**

and

**CANADIAN UNION OF PUBLIC EMPLOYEES
and its LOCAL 1370**

CUPE / *Canadian Union
of Public Employees*

January 1, 2023– December 31, 2024

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PREAMBLE

The purpose of this Agreement is to provide an orderly collective bargaining relationship between the employer and the Union with respect to the bargaining unit as defined herein, to secure and promote the prompt disposition of grievances and the efficient operation of the Employer's business. It is now desirable that methods of bargaining and all matters pertaining to the working conditions of the employees be drawn up in a Collective Agreement.

ARTICLE 1 - RECOGNITION

1.01 The Employer recognizes the Canadian Union of Public Employees and its Local 1370 as the sole and exclusive bargaining agent for all employees at **Iler Lodge – Axiom Extendicare LTC II LP** save and except the Executive Director, the Director of Care, the Food Service Manager, Environmental Service Manager, the Maintenance Supervisor, the Program Director, the Rest Home Supervisor Director of Health and Wellness, those above the rank of Supervisor, registered or graduate nurses employed in a professional nursing capacity, and office staff.

1.02 The term employee(s) as used in this Agreement shall mean a person(s) for whom the Union is sole and exclusive bargaining agent.

1.03 No Other Agreements

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

No individual employee or group of employees shall undertake to represent the Union at meetings with the Employer without proper authorization from the President or designate.

1.04 This Collective Agreement covers two separate and distinct work areas. They are the nursing home, and the retirement home. This Collective Agreement, save and except for the retirement home addendum, applies in its entirety to the Nursing Home Division, but some sections apply in the unique fashion to the retirement home. Those sections are identified by asterisks in the Collective Agreement and are separately addressed in the attached addendum.

ARTICLE 2 - RESERVATIONS TO MANAGEMENT

- 2.01** The Union recognizes the right of the company to hire, promote, demote, transfer, suspend or otherwise discipline and discharge any employee, for just cause, subject to such regulations and restrictions governing the exercise of these rights as are expressly provided in this Agreement and subject to the right of the employee concerned to lodge a grievance in the manner and to the extent herein provided.
- 2.02** The Union further recognizes the right of the company to operate and manage its business in all respects in accordance with its commitments and responsibilities.

ARTICLE 3 - DEDUCTION OF UNION DUES

- 3.01** The Employer will deduct from the pay of each employee such dues and other assessments as are authorized by the Union.
- 3.02** Not later than the 15th day of the month following the month during which such dues and other assessments were deducted, the Employer will remit those monies to the National Secretary-Treasurer of the Union.
- 3.03** Together with the dues remittance the Employer shall provide a list of all employees from whose wages dues have been deducted, the amount so deducted.
- 3.04** The Union agrees to indemnify and save the Employer harmless from any liability arising out of the operation of this Article.
- 3.05** Monthly dues and other assessments deducted from the employee's pay and remitted to the Union shall be indicated on the employee's income tax (T4) slips.
- 3.06** During the probationary period, a representative of the Union shall be entitled to a reasonable period of time within regular working hours to interview new employees. Such interview shall not exceed fifteen (15) minutes.
- It is agreed that if more than one probationary employee would be affected, the Employer can schedule the meetings simultaneously.
- 3.07** **On a monthly basis, the Employer will provide to the Recording Secretary of the Union a listing of the names, telephone numbers, addresses and classification of employees in the bargaining unit.**

3.08 Both the Employer and the Union agree that there will be no discrimination, coercion or intimidation practiced or threatened against the individual employee by the virtue of their membership or non-membership in the Union, or by the exercise or non-exercise of their rights and/or responsibilities as Union representatives under this Agreement. The Employer and the Union further agree that all employees will be protected against discrimination respecting their human and employment rights in all matters prohibited under the *Ontario Human Rights Code*. The parties acknowledge and agree to adhere to the *Ontario Human Rights Code*, the *Employment Standards Act* as amended from time to time, the *Ontario Labour Relations Act*, and the *Occupational Health and Safety Act*, as amended from time to time.

ARTICLE 4 - NO STRIKES – NO LOCKOUTS

4.01 The parties to this Agreement recognize they have a responsibility to the residents and the public for the continuance of uninterrupted service. Therefore, the company will not cause or direct any lockout of its employees and the Union will not cause or direct any strike or collective action which will interfere with or in any way impair the services of the company.

4.02 Definition of the terms “strike and lockout” as used in 4.01 above shall be in accordance with the Ontario Labour Relations Act and amendments thereto.

4.03 The Employer shall not contract out any work normally performed by members of the bargaining unit if, as a result of such contracting out, a layoff of any employee(s) results.

***4.04 Work of the Bargaining Unit**

Persons whose jobs (paid or unpaid) are not in the bargaining unit, shall not perform duties of any jobs which are included in the bargaining unit, except in cases of training, emergencies or other situations mutually agreed upon by the parties.

ARTICLE 5 - REPRESENTATION

5.01 The Union shall elect, or otherwise select up to six (6) Stewards, one of whom shall be the Chief Steward, from among those employees who have completed their probationary period.

5.02 The Union will give written notification to the Employer of the names of the Stewards, and their replacements from time to time.

The Employer will only provide official recognition to those Stewards for whom it has received written notification.

- 5.03** The Union shall appoint, and the Employer shall recognize, a Negotiating Committee not to exceed six (6) members, from among those employees who have completed the probationary period. Three (3) will be full-time, and two (2) will be part-time. One (1) will be the President. At least one of the members will be from the retirement home work area. For the purpose of Central Bargaining, a committee of no more than two members from each Local Union committee, selected by the Union, will be in attendance and recognized at the Central Bargaining table.
- 5.04** The Union recognizes that each Steward has regular duties to perform, and is responsible for those duties in the same manner as any other employee. Therefore the Union agrees that a Steward will not leave **their** work during working hours without first obtaining the permission of **their** Supervisor. In turn, the Employer agrees that provided the needs of the resident are met, the Steward indicates to the Supervisor when they will be leaving, indicates the absence is due to Union business, indicates the anticipated duration, and advises the Supervisor upon their return to work, such permission will not be withheld.
- 5.05** An employee has the right to have a Steward present at any meeting with the Employer where the employee is to be disciplined or discharged, or where the Employer would reasonably presume discipline or discharge might follow. The Employer shall advise the employee of this right in advance of any such meeting. If necessary, the employee shall be given sufficient time to arrange to have a Steward present.
- 5.06** At any step of the grievance procedure, both the Union and the Employer have the right to have representatives employed outside the facility attend and participate in any meetings.
- 5.07** The Local shall have the right to the assistance of a representative from the Canadian Union of Public Employees at any step of the grievance beyond the procedure set out in Article 8.03 of the Collective Agreement.
- 5.08** A Union representative shall not suffer any loss of pay, benefits or seniority while attending any meetings with the Employer during contract negotiations (not including Arbitration) grievances, and labour management meetings, provided they were scheduled to work.

ARTICLE 6 - SENIORITY

*6.01

(a) Seniority for full-time employees is defined as the length of service (with appropriate adjustment for part-time service, if any) since date of hire, and shall include service with the Employer prior to the certification or recognition of the Union.

(b) Seniority for part-time employees is defined as the number of hours worked (with appropriate adjustment for full-time service, if any) since date of hire, and shall include service with the Employer prior to the certification or recognition of the Union.

Seniority for part-time employees shall include, in addition to hours worked,

- hours paid but not worked
- hours not worked because of absence due to vacation
- hours recognized for seniority purposes because of legislative obligations.

Hours paid, but not worked, and hours not worked because of absence due to vacation.

(c) Seniority shall be used in determining preference or priority for promotion, transfer, demotion, layoff, permanent reduction of the workforce, and recall, as set out in other provisions of this Agreement.

(d) If a comparison of seniority between full-time and part-time employees is required, then the “revised seniority date” of the full-time employee shall be converted to hours based on the formula of one (1) year equaling 1700 hours with part years being pro rated, and these hours would then be compared against part-time employee’s hours of seniority.

(e) Full-time employees changing their status to that of a part-time employee, or vice versa, will have their seniority date adjusted to hours worked, or years of service, as the case may be. The formula used will be one (1) year of full-time employment equaling 1700 hours of part-time employment and vice versa. Lesser amounts will be pro-rated.

*6.02

(a) A newly hired employee shall be considered a probationary employee and will have no seniority rights until after **they have** completed 450 hours of

work. Probationary employees shall otherwise be entitled to all provisions of this Collective Agreement, except where they are specifically excluded. Having completed this probationary period, an employee's seniority shall be considered to include time worked during the probationary period.

- (b) During the probationary period, the Employer will assess the performance, abilities and suitabilities of the newly hired employee. Regular reviews and evaluations will occur. Where the Employer has concerns regarding the performance, abilities of the employee, those will be shared with the employee. Where the Employer concludes that the newly hired employee cannot demonstrate the appropriate performance, or lacks the abilities or suitabilities necessary, then the Employer's assessment constitutes just cause for dismissal.

After completing the probationary period, the employee's seniority shall be effective from the original date of hire.

- (c) A student shall be defined as a person who is enrolled full-time in University or College or education system and who has the intention of returning to school. Students shall not be entitled to any rights under this Collective Agreement. Students shall only be hired for the summer months, Christmas break, March break to provide vacation relief. Furthermore, students may only be utilized after all other part-time employees have been at non-overtime rates called and are not available. This Article may be amended if agreed by mutual consent of both parties.

6.03 An employee shall lose all seniority and **their** employment shall be deemed to be terminated if **they**:

- (a) voluntarily resigns, retires or is discharged for just cause; or
- (b) is absent from work more than twenty-four (24) months by reason of illness or other physical disability and there is no reasonable likelihood the employee will return to work within the near future; or
- (c) is absent from work without a reasonable excuse for more than three (3) consecutive days for which **they are** scheduled to work; or
- (d) is absent from work for more than thirty-six (36) months by reason of layoff; or
- (e) is absent from work for more than thirty (30) months by reason of absence while on WSIB and there is no reasonable likelihood the employee will return to work within the near future; or

- (f) fails upon being notified of a recall to a position of the same employment status held prior to the layoff (other than a temporary or casual position) to signify **their** intention to return within seven (7) calendar days after **they have** received the notice of recall mailed by registered mail to the last known address according to the records of the Employer; or
- (g) fails to report to work within fourteen (14) calendar days after **they have** received the notice of recall or such further period of time as may be agreed by the parties.
- (h) Employees who are on leave of absence will not engage in gainful employment on such leave and if an employee does engage in gainful employment while on such leave, **they** will forfeit all seniority rights and privileges contained in this Agreement unless otherwise agreed by the Union and the Employer.
- (i) An employee who has been granted a leave of absence of any kind and who overstays **their** leave, unless **they** obtain permission or provides a satisfactory explanation, shall be considered to have terminated **their** employment without notice.

The Union and the Employer agree to abide by the *Ontario Human Rights Code*.

6.04 Where an employee is absent from work due to an injury or illness deemed compensable by the Worker's Compensation Board, seniority will continue to accumulate, and employment will not be deemed to be terminated provided it is reasonable to expect that the employee will be able to return to work, while an employee is absent from work due to compensable injury or illness, then no benefits are available to them except those premium based benefits in which they were enrolled at the time they were first absent.

Provided the employee continues to pay **their** share (if any) of the premium, then the Employer will continue to pay its share of the premium for the twelve (12) months following the date of the injury. Thereafter the benefit is available if the employee pays the entire premium.

An employee has a right to the foregoing protection for twelve (12) months. Thereafter, if the employee is absent, and fails to maintain reasonable contact with the facility administration, or fails to maintain employment information in a current fashion, or accepts and/or continues employment where that employment is of such a nature that it would be reasonable to expect a person capable of performing that employment to be actively at work, then seniority is lost, and the employee will be considered to have resigned.

6.05 **The Employer shall maintain a seniority list showing the date upon which each employee’s service commenced. An up-to-date seniority list shall be sent to the Union and posted on the main bulletin boards in January and July of each year and provided to the local electronically. The Employer agrees to post an up-to-date seniority list on the main bulletin boards after this collective agreement comes into force, as soon as reasonably possible.**

When an employee surpasses another employee within the Department they are currently working, by one hundred and fifty (150) hours, the Employer shall amend the subsequent departmental schedule recognizing the employees to date seniority.

6.06 To calculate the seniority of part-time employees who are absent from work, the average number of hours worked in the six (6) pay periods immediately preceding the pay period in which the absence began shall be used.

ARTICLE 7 - TRANSFERS AND PROMOTIONS

***7.01**

(a) When a vacancy occurs or a new position is created within the bargaining unit, the Employer shall post such position(s) for one (1) week, for the purpose of permitting any member of the bargaining unit to apply. For clarity, this includes full-time, preferred part-time and part-time vacancies or new positions. No application shall be accepted or considered after the posting closes.

(b) When a full-time or preferred part-time position is temporarily vacant or a new full-time or preferred part-time position is temporarily created within the bargaining unit, and it is anticipated that the vacancy will continue for six (6) weeks or more, the position will be posted and filled in accordance with Article 7.01 and Article 7.03.

The successful applicant must be available on the effective date of the posting, unless absent for a short-term illness of not more than five (5) **consecutive** working days.

When an employee has been awarded a temporary position, should the employee be absent during the period of the posting for four (4) **consecutive** weeks or more, they shall have forfeited their rights to continue in the temporary position and it shall be reposted in accordance with Article 7.01(b).

(c) If a part-time employee currently enrolled in benefits, is temporarily appointed to a full-time position, or vice versa, then the amount of their group life insurance will not change, but effective with the start of the first pay period following the appointment, the premiums sharing for the extended health care benefits, and/or the dental benefits, will be amended as though they were full-time or part-time, as the case may be, and that will continue for as long as they remain in the temporary vacancy. In addition upon six (6) months of cumulative full-time service they shall be entitled to the full-time uniform allowance.

(d) It is understood employees accepting a temporary job posting will remain in the position for the duration of the temporary vacancy and will not be eligible to apply for another temporary posting.

7.02 Where an employee possesses the skills, knowledge, ability and experience equal to the normal requirements of the job, the seniority of the applicants will be the determining factor.

***7.03** It is understood and agreed that all new employees who are hired after November 16, 1998, shall be required to have the immediate qualifications for all jobs applied for.

Existing employees shall have the opportunity to apply for all jobs posted if they do not have the immediate qualifications and the posting shall be awarded to the most senior applicant provided they have the ability to perform the necessary requirements of the job.

7.04 The successful applicant will be notified within seven (7) days of the closing of the posting, and will be placed into the vacancy as soon as practical once the position becomes available.

7.05 Notification of the successful applicant shall be posted on the Employer's bulletin board for a period of not less than one (1) week upon the successful applicant being notified in accordance with Article 7.04.

7.06

(a) If an employee is transferred or reclassified to a higher rated job group, the employee shall be placed at the first step on the new salary grid which step provides a salary increase. For purposes of future progression on the new wage grid, the employee will be deemed to have the necessary service to have advanced to that step.

(b) If an employee is transferred to a lower rated job group due to a reduction of staff, inability to perform **their** work as required, at the employee's request, or any other reason, the employee will receive the corresponding

rate for the group to which **they were** transferred to. Job seniority for pay purposes shall include seniority on the job **they are** being transferred from.

Transfers and promotions are subject to a twenty (20) day trial period except where the employee is transferred or promoted within the same classification regardless of full-time or part-time status. In such cases, the trial period shall not apply.

If during that trial period the employee does not perform **their** duties to satisfaction, or if the position is not satisfactory to the employee, **they will** be returned to **their** former position, as will any other employee transferred or promoted as a result of the first promotion.

ARTICLE 8 - COMPLAINT, GRIEVANCE AND ARBITRATION PROCEDURE

8.01 Complaint Procedure

- 1) It is understood that any employee may raise a verbal complaint with **their** Supervisor, provided the complaint is raised within five (5) calendar days of reasonably becoming aware or ought to have been aware of the circumstances giving rise to the complaint.
- 2) A complaint is any matter arising out of the employment relationship, regardless if such matter would be a grievance within the meaning of this Collective Agreement.
- 3) At the request of the employee or the Supervisor, a Steward may attend any meeting.
- 4) A response to the complaint will be given as promptly as reasonably practicable, but not later than five (5) days following the original meeting.
- 5) Failing satisfactory resolution of the complaint, and provided the complaint is a grievance as hereinafter defined, the complaint may be processed through the Grievance and Arbitration procedure.
- 6) The parties agree that it is not necessary to initiate grievances by following this process, but neither party is prejudiced however if a grievance is referred through the complaint process being referred to the grievance process.

8.02 Grievance Procedure

An earnest effort shall be made to settle grievances fairly and promptly in the following manner:

- 1) Where an employee believes they have a grievance under this Collective Agreement, the employee will first submit the grievance to **their** Steward.
- 2) Where the Steward and/or the Grievance Committee consider the employee has a legitimate grievance, that grievance will then be processed in accordance with the specified grievance procedure, provided however, that the Employer may decline to consider any grievance which is lodged more than ten (10) calendar days after the cause of the grievance should have become known to the employee.

8.03 The Grievance Committee will submit the written grievance to the Executive Director or designate, who shall arrange within five (5) calendar days a meeting to discuss the grievance. The Executive Director shall render **their** decision within five (5) days of the meeting.

8.04 Failing resolve in Article 8.03, either party may request that a Staff Representative of the Canadian Union of Public Employees and/or a representative of the Employer arrange a meeting within ten (10) working days or such longer period as agreed upon.

8.05 Mediation

- (a) Either party, with the agreement of the other party, may submit a grievance to Grievance Mediation at any time within ten (10) days after the Employer's decision has been rendered at the step prior to arbitration. Where the matter is so referred, the mediation process shall take place before the matter is referred to arbitration.
- (b) Grievance mediation will commence within twenty-one (21) days of the grievance being submitted to Mediation, or longer period as agreed by the parties.
- (c) No matter may be submitted to Grievance Mediation which has not been properly carried through the grievance procedure, provided that the parties may extend the time limits fixed in the grievance procedure.
- (d) The parties shall agree on a Mediator.
- (e) Proceedings before the Mediator shall be informal. Accordingly, the rules of evidence will not apply, no record of the proceedings shall be made and legal counsel shall not be used by either party.

- (f) If possible, an agreed statement of facts will be provided to the Mediator, and if possible, in advance of the Grievance Mediation Conference.
- (g) The Mediator will have the authority to meet separately with either party.

ARTICLE 9 - ARBITRATION PROCEDURES

9.01 If no settlement is reached within five (5) days following Grievance Mediation, the parties are free to submit the matter to Arbitration in accordance with the provisions of the Collective Agreement. In the event that a grievance, which has been mediated, subsequently proceeds to arbitration, no person serving as the Mediator may serve as an Arbitrator. Nothing said or done by the Mediator may be referred to Arbitration.

9.02 The Union and Employer will share the cost of the Mediator, if any. Failing a satisfactory settlement being reached in 8.03 or 8.04, the Union may refer the dispute to Arbitration. The processing of a grievance to Arbitration must be taken within ten (10) days following the receipt of the reply under Article 8.03 or 8.04.

9.03 Policy – Group Grievance

Where a dispute involving a question of general application or interpretation occurs, or where a group of employees or the Union has a grievance it may be submitted in accordance to Article 8.03.

9.04 In the event of an appeal to an Arbitrator under this Article, a full-time representative of the Union will, on request made to the Executive Director, be permitted to view any operation which is to be the subject of review by the Arbitrator in the hearing before **them** on such appeal.

9.05 The Arbitrator shall be selected by the parties to the grievance but if such parties fail to select an arbitrator within thirty (30) calendar days following receipt by the company of notice that the employee or employees concerned in the appeal are prepared to proceed, then the parties shall forthwith request the Minister of Labour for Ontario to designate an arbitrator to hear and determine the appeal.

9.06 The decision of the arbitrator shall be final and binding.

9.07 The Arbitrator shall not alter, add to, subtract from, modify or amend any part of this Agreement. This shall not prevent **them** from setting aside or modifying a penalty which **they** consider to be unjust or unreasonable.

- 9.08** The expense of the Arbitrator, if any, shall be borne in equal shares by the Company and the Union. The shares shall be paid direct to the Umpire by each party.
- 9.09** Any employee, except a probationary employee, who has been discharged from employment shall have the right to file a grievance with the Company, not later than the third day following such discharge and this matter shall be dealt with under Article 8.03.
- 9.10** Days as defined in this Article shall not include Saturdays, Sundays, or statutory holidays.
- 9.11** Any record of disciplinary action shall be deleted from the employee's personnel file, and therefore not referred to in any context under this Collective Agreement if, eighteen (18) months have elapsed from the date of the most recent disciplinary action on file.

ARTICLE 10 - LABOUR/MANAGEMENT COMMITTEE

10.01 Labour Management Committee

Where there are matters of mutual concern and interest that would be beneficial if discussed at a Labour-Management Committee meeting during the term of this Agreement, the following will apply:

An equal number of representatives of each party as mutually agreed shall meet at a time and place mutually satisfactory. A request for such meeting will be made in writing at least one (1) week prior to the date proposed and accompanied by an agenda of matters proposed to be discussed, which shall not include matters that are properly the subject of a grievance or matters that are properly the subject of negotiations for the amendment or renewal of this Agreement.

Union representatives attending such a meeting shall be paid for wages lost from regularly scheduled hours. Meeting will be held quarterly unless otherwise agreed.

Function of Committee

The Committee shall concern itself with the following general matters:

- 1) Considering constructive criticisms of all activities so that better relations shall exist between the Employer and the employees.
- 2) Improving and extending services to the public.

- 3) Reviewing suggestions from employees, questions of working conditions and service (but not grievances concerned with service).
- 4) Correcting conditions causing grievances and misunderstandings.

Meetings of Committee

The Committee shall meet quarterly at a mutually agreeable time and place. Its members shall receive a notice and agenda of the meeting at least forty-eight (48) hours in advance of the meeting. Employees shall not suffer any loss of pay for time spent with this Committee, and the Employer shall make every endeavour based on operational needs to provide replacements for staff that are scheduled to work.

Chairperson of the Meeting

An Employer and a Union representative shall be designed as joint Chairpersons and shall alternate in presiding over meetings. When a Union member is designated as Chairperson they shall be given one (1) hour off with pay and benefits to prepare for the joint meeting.

Minutes of Meeting

Minutes of each meeting of the Committee shall be prepared and signed by the joint chairpersons as promptly as possible after the close of the meeting. The Union, the CUPE Representative and the Employer shall each receive two (2) signed copies of the minutes within seven (7) days following the meeting. Following distribution of the minutes to the Committee members, said minutes shall be posted appropriately.

Jurisdiction of Committee

The Committee shall not have jurisdiction over wages, or any matter of collective bargaining, including the administration of this Collective Agreement.

The Committee shall not supersede the activities of any other committee of the Union or of the Employer and does not have the power to bind either the Union or its members or the Employer to any decisions or conclusions reached in their discussions. The Committee shall have the power to make recommendations to the Union and the Employer with respect to its discussions and conclusions.

10.02

The Committee shall not deal with any matter that is the subject of a grievance or Arbitration, or a matter that is properly before the Health and Safety Committee. The Committee has no power to amend the terms and

conditions of this Collective Agreement. The Committee shall meet at intervals of approximately sixty (60) days, unless an urgent matter requires a more immediate meeting. Members of the Committee shall not lose pay for hours scheduled, but not worked, as a result of attending the meeting.

10.03 Health and Safety Committee

- (a) The Employer and the Union agree that they mutually desire to maintain standards of safety and health in the workplace, in order to prevent injury and illness**
- (b) A joint management and employees Occupational Health and Safety Committee shall be constituted, pursuant to the terms and regulations of the *Health and Safety Act of Ontario*.**
- (c) The parties agree that if incidents involving aggressive client action occur, such action will be recorded and reviewed at the Occupational Health & Safety Committee. Reasonable steps within the control of the Employer will follow to address a legitimate health and safety concern of employees presented in that forum.

ARTICLE 11 - HOURS OF WORK

***11.01**

- (a) The regular weekly hours for full-time employees shall be seventy-five (75) hours bi-weekly.
- (b) Part-time employees shall be regularly scheduled to work not more than forty-five (45) hours bi-weekly.
- (c) A casual part-time employee means an employee who is called to work on a call-in basis, but who does not work a regular schedule, or does so only for a specified period. **Such employees shall provide, on an ongoing basis, availability to be called in and/or prescheduled for all shifts (after regular part-time staff have been exhausted).** Such employee has the option of refusing work when it is available to **them**, however, **casual staff must be available and work at least one (1) weekend in four (4) and be available and work one (1) of either Christmas or New Years. Casual staff will be deemed to have abandoned their position if they have not worked a shift in three (3) months. Casual registered staff will be deemed to have abandoned their position if they have not worked a shift in two (2) months. This is not applicable in confirmed cases of an outbreak, where staff are deemed unable to work.**

- (d) The regular daily hours shall be seven and one-half (7.5) hours per day, exclusive of a one-half (½) hour unpaid lunch.
- (e) Employees will not be required to work split shifts, unless specifically agreed to by the Employer, the Union and the employee.
- (f) No employee shall be scheduled to work more than five (5) consecutive days unless specifically agreed to by the Employer, the Union and the employee, or where the employee makes a written request.
- (g) All employees shall be entitled to a fifteen (15) minute rest period with pay in each half shift at times designated by the Employer.

***11.02** Work schedules of four (4) weeks duration shall be posted at least two (2) weeks in advanced of the commencement of the schedule. Work schedules shall provide at least fifteen (15) hours off between the end of one scheduled shift and the start of the next scheduled shift. The foregoing shall not apply to the dietary area, where the minimum scheduled time off shall be nine (9) hours, or to the changeover between standard time and daylight savings time.

11.03

(a) (i) Where an employee is authorized to work, and does so, for more than seven and one-half (7½) hours in a day, or for more than seventy-five (75) hours in a pay period, all such time worked in excess of seven and one-half (7½) hours in a day, or in excess of seventy-five (75) hours per pay shall be considered as overtime. Such authorized overtime shall be paid at the rate of one and one-half (1½) times the employee's regular rate of pay.

(ii) **Overtime should be offered on a rolling basis.**

An employee who is absent on approved time off during **their** scheduled work week because of bereavement, holidays, vacation or other approved leave of absence shall, for the purpose of computing overtime pay, be considered as if **they** had worked during **their** regular hours during such absence.

(iii) Call-ins will begin with the most senior full-time employee within the classification. The person calling would attempt to contact the individual and offer the work opportunity. If the individual could not be contacted, or declined the call (which is one (1) shift at a time) the work opportunity would be offered to the next senior person within the classification. Once the opportunity is accepted, the next opportunity is offered to the next senior person within the classification until the bottom of the list is

reached. The call-in then returns to the top of the seniority list and continues to progress in the same fashion. This is a rolling call-in list. – previously agreed to at Local table

- (iv) **The same process would be followed if the call out needed to go out of department.**
- (b) **When employees are called in based on the above language in 11.03 (a)(iii) they will report to work on the unit in which the vacancy occurs.**
- (c) During the changeover from daylight savings time to standard time, and vice versa, employees will be paid for hours actually worked, whether at straight time or overtime rates.

***11.04** All full-time employees shall be given every second weekend off.

Once each calendar year a full-time employee is entitled to be scheduled off without pay on a weekend they would otherwise be scheduled to work.

***11.05** Each part-time employee shall receive a minimum of an average of one (1) weekend off in three (3). This clause shall not apply to any employee who wishes to work more than the number of weekends herein provided. It is the intention of this paragraph to grant every third (3rd) weekend (Saturday and Sunday) as off days to the part-time staff.

Preferred part-time employees shall be scheduled every second weekend off provided there is not reduction in their bi-weekly forty-five (45) hours of scheduled work unless otherwise agreed.

Should scheduling allow for part-time to receive every other weekend off, it shall be given by seniority provided there is no reduction in their regular scheduled hours. Should the Employer change the part-time employees schedule to provide a greater benefit for weekends off, they shall be provided thirty (30) days notice of such change.

The current complement of preferred part-time positions shall not be amended unless mutually agreed upon.

Once each calendar year a part-time employee will be entitled to a weekend off without pay on a weekend they would otherwise be scheduled to work providing the request is made ten (10) days prior to the schedule being posted.

- 11.06** Subject to Article 7, regular full-time employees shall have their preference of shifts in accordance with seniority, the ability to perform the work, and providing there is a vacancy in the shift requested.
- 11.07** If an employee is scheduled to work, and reports, they are entitled to four (4) hours of work, or four (4) hours of pay, at the Employer's discretion. All employees will attempt to provide at least four (4) hours notice or as much time as is reasonably possible when they will be absent or ill.
- 11.08** Employees called in shall be allowed time to travel to the job. This is to say that an employee called in shall be allowed a maximum of one (1) hour's pay or such lesser time that it might take to travel to work after the start of the shift, calculated from time of the call-in.
- 11.09** For those persons employed in a full-time capacity as of August 4, 1988, the Employer agrees that it will not arbitrarily change the starting time of their duty shifts for as long as they continue in the shifts in which they were employed as of this specified date. If the Employer believes reasonable cause exists to change the starting time of those employees' shifts, the Employer will first advise the Union of the need to change the starting time of the shift, will meet and discuss with the Union these reasons, if requested by the Union, and will provide the employees with at least thirty (30) days notice of the change. This protection is not provided to any person who is a permanent employee as of August 4, 1988, but who subsequently voluntarily changes shifts, or to any person who becomes a full-time employee after August 4, 1988.
- 11.10** The Employer will allow qualified employees who have completed the probationary period to exchange shifts or days of work provided the employee completes the appropriate forms, and submits those forms to the Employer in a timely fashion, the exchanges does not create any extra cost for the Employer, and the individuals that exchange the shifts in turn work for one another within a reasonable period of time. It is specifically noted that the Employer assumes no obligation for any overtime payment arising because of exchanged shifts. The Employer reserves the right to reject requests that do not meet the criteria listed, or where the Employer considers there is an abuse or misuse of the system.
- 11.11** Part-time employees must be reasonably available to work a combination of scheduled and call-in shifts to a maximum of six (6) shifts per bi-weekly pay period. The phrase "reasonably available" recognizes that no employee will be consistently available for all call-ins, but equally, no employee should be consistently unavailable. A failure to be reasonably available is cause for appropriate disciplinary action.

11.12 In the home work area, part-time scheduling will be in accordance with the following principles:

- Part-time within the classification shall be scheduled so that the more senior employees will be scheduled for the greater number of shifts, to a maximum of forty-five (45) hours. It is recognized that more junior employees will still be scheduled for some work, even though the least senior employees may not be scheduled for any work.
- Call-ins will be offered to available regular part-time employees by seniority within their classification.
- An employee is considered available if they have not worked a combination of forty-five (45) hours scheduled and call in shifts (including scheduled shifts not yet worked) if they are not already scheduled to work and if the work is at straight time rates.

Preferred part-time employees shall only be called in when no regular part-time employee is willing to accept a call in.

11.13 **Part-time call in will be in accordance with the following principles:**

A call in list will be developed and maintained.

Call-ins will begin with the most senior part-time employee within the classification who is not scheduled to work forty-five (45) hours in a bi-weekly pay period. The person calling would attempt to contact that individual, and offer the work opportunity. If the individual could not be contacted, or declined the call, **which is one (1) shift at a time**, the work opportunity would be offered to the next senior person within the classification. Once the opportunity is accepted, the next opportunity is offered to the next senior person within the classification, until the bottom of the list is reached. The call in then returns to the top of the seniority list, and continues to progress in the same fashion. **This is a rolling call-in list.**

Should no employee within the classification be available to work, the call in will be offered to the senior person within the department and continue to follow the same process until the shift is filled.

At the start of each pay period, a new list is prepared, and it begins with the most senior employee within the classification.

For the purposes of the above call in procedure Nurses Aide/Health Care Aide/Personal Support Worker will be considered to be the same classification.

Persons on the call in list are bypassed if:

- they have already worked forty-five (45) hours, and other employees have not worked forty-five (45) hours
- they are already scheduled to work on that day
- overtime would result unless overtime would result in any case.

The additional hours would be assigned such that the more senior employees will always have more hours than the junior employees.

ARTICLE 12 - GROUP INSURANCE

12.01

(a) Those health and welfare benefits available to employees are detailed in this Article. All these benefits are available to the employee once the employee has completed the probationary period, or in the case of a part-time employee who has already completed the probationary period, once that employee has completed the trial period. Where the employee pays a portion of the premium, such payment is made by payroll deduction. All of the benefits are more particularly described in the master insurance policy between the Employer and the carrier.

(b) Enrolment/Late Application

Enrolment in all benefits must be completed within thirty one (31) calendar days of eligibility or loss of coverage either through a spouse or previous Employer. Late application for life, weekly indemnity and extended health coverage is subject to approval by the insurance carrier. Evidence of insurability is required and the administration fee will be paid by the employee. However where the late application is proven to be the fault of the Employer or carrier, any administration cost shall be paid by the Employer. Late dental coverage applications are subject to the insurance carrier's restrictions during the first year of coverage.

12.02 These are the benefits available to full-time employees.

(a) The Employer will provide life insurance in the amount of two times (2x) the annual salary with an accidental death and dismemberment rider, and the Employer shall pay 100% of the premium.

- (b) The extended health care plan will be amended to provide payment of \$3.00 per prescriptions which by law must be prescribed, and for generic drug substitution unless otherwise prescribed by the employee's doctor. Reimbursement for prescribed drugs covered by the Plan will be based on the cost of the lowest cost interchangeable drug unless there is a documented adverse reaction to the drug or where the employee's doctor stipulates in writing that there are other medical reasons why the lowest cost interchangeable drug cannot be prescribed.

The Employer will pay 100% of the premium for full-time employees.

- (c) The Employer will pay 100% of the premium for a vision care insurance plan providing a benefit of two hundred and seventy-five dollars (\$275) in a two (2) year period and one eye exam every 24 months.
- (d) The Employer will pay 70% of the premium for a dental plan, equivalent to the Blue Cross No. 9, at current ODA rates, as amended from time to time. Recall for dental checkups for adults 18 years or older will be extended to every nine months, unless deemed necessary every six (6) months due to dental condition requiring same.
- (e) Out of country medical insurance is to be limited to 60 days
- (f) Any balance of premiums owing to the Employer will represent an offset against wages or vacation pay owed to the employee.

12.03 These are the benefits available to part-time employees:

- (a) The Employer will provide life insurance in the amount of two times (2x) the annual salary with an accidental death and dismemberment rider, and the Employer shall pay 100% of the premium.
- (b) The Employer will pay 60% of the premium for a prescription plan.

The extended health care plan will be amended to provide reimbursement for drugs which by law must be prescribed, generic drug substitution unless otherwise prescribed by the employee's doctor, and with 90/10 co-insurance. Reimbursement for prescribed drugs covered by the Plan will be based on the cost of the lowest cost interchangeable drug unless there is a documented adverse reaction to the drug or where the employee's doctor stipulates in writing that there are other medical reasons why the lowest cost interchangeable drug cannot be prescribed.

- (c) The Employer will pay 60% of the premium for a vision care insurance plan providing a benefit of two hundred and seventy-five dollars (\$275) in a two (2) year period and one eye exam every twenty-four (24) months.

- (d) The Employer will pay 46% of the premium for a dental plan, equivalent to the Blue Cross No. 9, at current O.D.A. rates, as amended from time to time. Recall for dental checkups for adults 18 years or older will be extended to every nine months, unless deemed necessary every six (6) months due to dental condition requiring same.
- (e) Any balance of premiums owing to the Employer will represent an offset against wages or vacation pay owed to the employee.

12.04 Sick Leave

- (a) Effective upon completion of the probationary period, all full-time employees shall be eligible to enroll in a weekly indemnity salary plan subject to the following terms:

The benefit shall be 66 2/3%, to the unemployment insurance commission maximum, of wages lost from and including the first day of accident or hospitalization, and the eighth day of illness. The coverage shall continue for seventeen (17) weeks. The Employer shall pay 100% of the premium of the weekly indemnity plan.

- (b) Effective upon completion of the probationary period, all part-time employees shall be eligible to enroll in a weekly indemnity salary plan subject to the following terms:

The benefit shall be 66 2/3%, to the unemployment insurance commission maximum, of wages lost from and including the first day of accident or hospitalization, and the eighth day of illness. The coverage shall continue for seventeen (17) weeks. The Employer shall pay 100% of the premium of the weekly indemnity plan.

***12.05**

- (a) Upon completion of the probationary period, all full-time employees shall receive one (1) day sick credit for each complete calendar month of regular attendance.

Such sick leave accrues to a maximum of one hundred and thirty-five (135) hours.

Regular attendance occurs when an employee works at least seventy-five (75) hours in a calendar month. For the purpose of this calculation, vacation time shall be considered time worked.

For the purposes of this clause, a full-time sick day credit shall equal seven and one-half (7½) hours.

- (b) Upon completion of the probationary period, all part-time employees shall receive two-thirds (2/3) of a day sick credit for each complete calendar month of regular attendance.

Such sick leave accrues to a maximum of one hundred and five (105) hours.

Regular attendance occurs when a part-time employee works at least forty-five (45) hours in a calendar month. For the purpose of this calculation, vacation time shall be considered time worked.

For the purposes of this clause, a part-time sick day credit shall equal four (4) hours.

- (c) Accumulated sick days shall be used to compensate for wages lost during illness up to a maximum of seven (7) consecutive days for a single illness.

Accumulated sick days may be used to supplement weekly indemnity payments to full salary.

When sick leave pay is claimed by an employee, the company reserves the right to request a medical certificate from any employee who has been absent and failure to provide such certificate, if required, may disentitle the employee to sick leave payment for said illness. The Company agrees that it will not as a matter of general practice request such medical certificate in all cases, but rather such request shall be made by the Executive Director only where an employee's absence because of claimed illness has become questionable.

If a medical certificate is requested by the Employer, the employee will be reimbursed for such certificate within fourteen (14) days upon receipt of the medical certificate.

Any material misrepresentation as to the fact of an employee's illness and made by the employee may be cause for discipline.

- 12.06** An employee who will be absent on the afternoon or night shift due to personal illness must notify the Employer at least two (2) hours prior to commencement of the shift unless impossible. An employee who will be absent on the day shift due to personal illness must notify the Employer at least one and one-half (1½) hours prior to the commencement of the shift unless impossible. Failure to give such notice may result in loss of sick leave benefits for that day of absence.

- 12.07** Where an employee is absent from work for any reason for thirty (30) days or less, the Employer will continue to pay its portion of any of the specified

premiums. Where the employee continues absent after the thirty (30) days, then except in those cases in which the leave is a voluntary leave requested by the employee for personal reasons, the Employer will continue to pay its portion of any of the specified premiums to a maximum of eighteen (18) weeks, which time shall include the initial thirty (30) days.

12.08 Upon request, the Union shall be provided with a current copy of the master policy of all insured benefits. It is agreed and understood that the Employer may, at any time, substitute another insurance carrier provided the level of benefits is not decreased.

ARTICLE 13 - LAYOFF AND RECALL

***13.01 Definition of Layoff**

Layoffs, under the provisions of this Collective Agreement shall mean the reduction of daily or biweekly regularly scheduled hours of work of any full-time or part-time employee.

So long as a full-time position exists, there will be no splitting of that position into two (2) or more part-time positions which would cause a layoff of that full-time position.

***13.02** In such circumstances, the Employer shall first terminate the employment of temporary employees and layoff probationary employees in the classification(s) of work in which the reductions are taking place.

***13.03** In the event of further layoff, the Employer shall layoff employees in the reverse order of their seniority within their classification provided those remaining are willing and qualified to perform the available work. For the purpose of this Article 13, the Nurse Aide classification shall be deemed to include the Activity Aide and/or Restorative Aide classification.

***13.04** Employees shall be recalled to their former classification in the reverse order of their layoff, provided those remaining are willing and qualified to perform the available work.

***13.05** The Employer shall give notice of recall by registered mail, or by some other certified delivery service, addressed to the last address of record with the Employer. The notice of recall shall indicate the date and time in which the employee shall return for work. The employee is solely responsible for **their** proper address being on record with the Employer.

13.06 The Employer shall give each employee who is to be laid off notice in writing of such layoff in accordance with the requirements of the

Employment Standards Act. These periods of notices are minimums, and greater notice may be given.

- *13.07** Grievances concerning layoffs and recall shall be submitted to the Executive Director.
- *13.08** No employee shall be hired until employees on layoff who are willing and qualified to perform the work available are offered an opportunity of recall.
- *13.09** Provided the employee continues to pay **their** share (if any) of the premium based benefits in which they were enrolled at the time of the layoff, then the Employer will continue to pay its share of the premium based benefits for the month in which the layoff occurred, and for one (1) subsequent month. Following this, the employee may elect to continue to enroll in the premium based benefits for the duration of the layoff, twenty-four months, provided the employee pays one hundred percent (100%) of the cost of the premium based benefits.
- *13.10** In the event of a layoff of a permanent or long-term nature, the Home will provide affected employees with notice in accordance with the Employment Standards Act. However, the Employment Standards will be deemed to be amended to provide notice to the affected employee as follows:
- If **their** service is greater than 9 years - 9 weeks' notice
 - If **their** service is greater than 10 years - 10 weeks' notice
 - If **their** service is greater than 11 years - 11 weeks' notice
 - If **their** service is greater than 12 years - 12 weeks' notice

ARTICLE 14 - CLASSIFICATION OF EMPLOYEES AND WAGES

- *14.01** Wages shall be paid in accordance with Schedule "A" attached.

The Employer shall pay salaries and wages bi-weekly, by automatic deposit, in accordance with Schedule "A" attached hereto, and forming part of this Agreement.

Pay stubs will be available online once a computer and printer are made available in the workplace. In the event the computer, the printer or internet is not working, the Employer will provide pay stubs in a timely manner for employees who so request it. Such electronic pay stubs will contain no less information than the pay stubs presently given to employees.

14.02 The Employer will arrange to pay all employees in the bargaining unit every second week. If the pay rate changes the Union and employees will be provided ninety (90) day's notice.

If an employee is under paid by one day's pay or more, as the result of the Employer's error, upon request the Employer shall make a supplementary payment. That payment will be made within three (3) days, exclusive of Saturdays, Sundays and holidays.

14.03 Changes in Classification

The Employer shall prepare a new job description whenever a job is created or whenever the duties of a job change substantially. When such new job is created or established through a substantial change, the rate of pay shall be subject to negotiations between the Employer and the Union.

14.04 Shift Premium

On date of ratification a shift premium of forty (40) cents per hour shall be paid for all hours worked where the majority of hours are worked between 2:00 p.m. one day and 6:00 a.m. the next day.

In addition to shift premium, provide for a forty-five cents (45¢) per hour weekend premium payable between the start of the shift commencing on or about 2200 hours Friday, and the end of the shift ending on or about 2200 hours Sunday.

***14.05 No Pyramiding**

There shall be no duplication or pyramiding of any premiums (i.e. shift, weekend, overtime, sick, holiday, etc.) for the same hours.

ARTICLE 15 - UNIFORM ALLOWANCE

15.01 Any permanent full-time employee who has completed the probationary period is entitled to a lump sum payment in the amount of \$145.00 for uniforms to be paid on the last pay in October.

Any permanent part-time employee who has completed the probationary period is entitled to a lump sum payment in the amount of \$95.00 for uniforms to be paid on the last pay in October.

Uniform attire means any attire which the Employer requires the employee to wear.

ARTICLE 16 - HOLIDAY PAY PLAN

16.01 Employees are entitled to time off with pay on the day of observance of any of the following holidays:

New Year's Day	Labour Day
Good Friday	Thanksgiving Day
Victoria Day	Remembrance Day
Canada Day	Christmas Day
Civic Holiday	Boxing Day

16.02 Each of the above holidays shall be observed on the day upon which it falls unless otherwise declared by the Government of Canada or the Province of Ontario. The employees shall be given as much notice as possible if the holiday will be observed on a different date from which it falls.

16.03 Pay for Holidays

(a) An employee who works on a paid holiday shall be paid for all hours worked at the rate of two and one-half (2½) times **their** hourly regular straight hourly rate; or

Be paid for all hours worked on the paid holiday at the rate of one and one-half (1½) times **their** hourly rate of pay and bank the number of hours worked on the paid holiday to be taken off later at a time mutually agreed upon by the employee and the Employer, with pay at the employee's regular straight time hourly rate of pay.

A full-time employee who does not work on the holiday will be paid seven and one-half (7½) hours of pay at **their** regular straight time hourly rate of pay for the holiday; or receive a lieu day off with seven and one-half (7½) hours of pay at **their** regular straight time hourly rate of pay to be taken at a time mutually agreed upon the employee and the Employer.

A part-time employee who does not work on the holiday will be paid a pro-rated amount based on the hours worked in the previous two pay periods at **their** regular straight time hourly rate of pay for the holiday; or receive a lieu day off at the pro-rated time and pay at **their** regular straight time hourly rate of pay to be taken at a time mutually agreed upon by the employee and the Employer.

(b) If a full-time employee is called in to work on any of the above holidays on which **they were** not scheduled to work, **they** shall receive double time the regular rate for all hours worked on the holiday and in addition, if

qualified, the holiday pay or a day off with pay mutually agreed upon between the employee and the Employer.

- 16.04** Approximately thirty (30) days prior to a given holiday, the Employer will post a form on which employees may indicate they wish to observe the holiday as an alternate day with pay. This applies regardless if the employee was scheduled to work on the holiday or not. The form will remain posted for fourteen (14) days.

If the person does not indicate they wish to observe the holiday as an alternate day with pay, they will be paid for the holiday as part of their pay for the pay period covering the period in which the holiday occurs.

- 16.05** The Employer has no obligation to consider a request for alternate if the request is not submitted to the Employer at least seven (7) days prior to the date of the proposed alternate. Alternates must be taken within ninety (90) days following the day of observation of the holiday, and at a time mutually agreed upon between the employee and the Employer. This requirement may be waived where an employee is absent from work because of disability, and therefore is unable to utilize the alternate within the ninety (90) days, or, where the alternate cannot be readily granted because of staffing levels, and the Employer and employee mutually agreed to defer the alternate.

16.06

- (a) Full-time employees, upon completion of the probation period, are entitled to float holidays. Each float holiday is earned when the employee is employed for a specified six (6) continuous month period, and works at least ninety (90) shifts in that specified six (6) continuous months. If that full-time employee works less than ninety (90) shifts, but at least sixty-seven (67) shifts, in the specified six (6) continuous months, the individual will earn one-half of a float holiday. For clarity, they will receive the full day off, but will only be paid one-half of their normal earnings. There are two (2) specified six (6) continuous month periods, and an employee who works the entire calendar year would be entitled to a maximum of two (2) float holidays. Float holidays shall be scheduled with the agreement of the employee and **their** Supervisor. Float days may be accumulated to a maximum of four (4) days and shall be paid out at the rate that they were earned.
- (b) Part-time employees, upon completion of the probationary period, are entitled to float a holiday. The float holiday is earned when the employee is employed for the entire calendar year, and works at least forty (40) shifts in that specified year. If that part-time employee works less than forty (40) shifts, but at least twenty-five (25) shifts, in the specified year, the individual will earn one-half of a float holiday. For clarity, they will

receive the full day off, but will only be paid one-half of their normal earnings. An employee who works the entire calendar year would be entitled to a maximum of one (1) float holiday. Float holidays shall be scheduled with the agreement of the employee and **their** Supervisor. Float days may be accumulated to a maximum of four (4) days and shall be paid out at the rate that they were earned.

If the employee utilizes the float holiday(s) before they are earned, and then does not work the time necessary to earn the holiday(s), the holiday(s) is/are an offset against the final wages due.

- (c) The Employer has no obligation to consider a request for a float holiday if the request is not submitted to the Employer at least seven (7) days prior to the date of the proposed float holiday, but this does not prevent consideration in extenuating circumstances.

16.07 In order to qualify for pay for any of the holidays listed in this Article an employee must comply with the following:

- (a) Have completed **their** probationary period.
- (b) An employee must work **their** last scheduled working day before and **their** first scheduled working day after the holiday, provided an employee shall not lose **their** holiday pay if **they are** absent on any such days with the permission of the Company, or by reason of illness verified by medical doctor's certificate.

***16.08**

- (a) The Employer will endeavour to allow every full-time employee to be scheduled off for not less than four (4) consecutive days at either Christmas or New Year's of the following year, on an alternating basis, unless the employee requests fewer days off. Where possible, time off shall include the day before and the day after the applicable holiday.
- (b) The Employer will endeavour to allow every part-time employee to be scheduled off work for not less than three (3) consecutive days at either Christmas or New Year's of the following year, on an alternating basis, unless the employee requests fewer days off. Where possible, time off shall include the day before and the day after the applicable holiday.
- (c) The scheduling rules in this agreement may be suspended from December 15 to January 15 to comply with other Articles of the Collective Agreement in order to accommodate those periods as referenced in Article 16.08(a) and 16.08(b).

16.09 Employees entitled to be paid for any holiday under this Article shall, when they work shifts of fixed duration, have their holiday pay calculated based on the duration of their regular shift. Where the duration of their regular shift varies, it shall be an average, based on the average duration of the shifts worked in the two complete paid periods prior to the pay period in which the holiday is taken.

ARTICLE 17 - VACATION WITH PAY

17.01 Length of Vacation

Employees shall receive an annual vacation with pay in accordance with credited service prior to the commencement of the vacation as follows:

(a) **Full-time**

Less than one (1) year	1 day per month of service to a maximum of ten (10) days
Two (2) weeks	After one (1) year
Three (3) weeks	After three (3) years
Four (4) weeks	After eight (8) years
Five (5) weeks	After fifteen (15) years
Six (6) weeks	After twenty-two (22) years
Seven (7) weeks	After twenty-eight (28) years

(b) **Part-time**

One (1) year = 1725 hours	
Less than one (1) year of service	4% of total earnings
One (1) year of service	4% of total earnings
Three (3) years of service	6% of total earnings
Eight (8) years of service	8% of total earnings
Fifteen (15) years of service	10% of total earnings
Twenty-two (22) years of service	12% of total earnings
Twenty-eight (28) years of service	14% of total earnings

17.02 Holidays During Vacation

If a paid holiday falls or is observed during an employee's vacation period, **they** shall be granted an additional day's vacation with pay for each holiday, in addition to **their** regular vacation time.

17.03 Vacation Pay

Vacation may not be carried over from year to year and must be taken in the year they are earned. For clarity, vacations will not be paid in advance.

17.04 Vacation Pay on Termination

An employee terminating **their** employment at any time in **their** vacation year before **they have** taken **their** vacation shall be entitled to a proportionate payment of salary or wages in lieu of such vacation.

17.05 Vacation Payment on Death

In the event of an employee's death, the Employer agrees to pay the proportionate amount of vacation pay earned to the estate of the employee.

17.06 Preference in Vacations

Available vacations shall be granted first on the basis of seniority.

***17.07 Vacation Schedules**

Deadlines for submitting vacation requests shall be as follows:
For vacations falling in June, July and August, vacations requests must be made no later than May 15th. The vacation schedule for this period shall be posted no later than May 30th.

Vacation schedules shall not be changed unless mutually agreed to by the employee and the Employer.

When an employee has not scheduled two (2) weeks of vacation in any vacation year, those weeks may be scheduled by the Employer.

17.08 Single Day Vacation

With mutual agreement, employees may be permitted to take vacation in increments of one (1) day.

ARTICLE 18 - GENERAL

18.01 Use of the male pronoun in this Agreement shall be read to include the female whenever applicable.

18.02 Training

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

18.03 Harassment

Harassment means engaging in a course of vexatious comment or conduct that is known or ought reasonably to be known to be unwelcome. Harassment shall include within its meaning bullying, sexual and, psychological harassment.

Everyone has the right to freedom from harassment in the workplace by any other person based on any grounds prohibited by the *Ontario Human Rights Code*, including but not limited to race, ancestry, place of origin, colour, ethnic origin, citizenship, religion, creed, sex, age, record of offence, marital status, family status, handicap or sexual orientation.

An employee who believes that **they have** been harassed, shall be encouraged to follow the Employer's policy on harassment and process but may also follow the process set out in the grievance procedure. The parties may mutually agree to hold such grievance in abeyance.

18.04 Violence

The Employer and the Union agree that they have a shared goal of a workplace free of violence.

To that end, the local parties will promote health and safety in the workplace, through annual training, education and the development of appropriate resources.

18.05 Whenever the feminine pronoun is used in this Collective Agreement, it includes the masculine and non-binary pronoun, where the context so requires and vice-versa. Where the singular is used, it may also be deemed to mean the plural and vice-versa.

18.06 Workload Review

In the event that an individual employee or a group of employees have a workload concern, the matter will be addressed as follows:

- (a) At the time the workload issue occurs, the employee will discuss the issue with their supervisor, or **their** designate.
- (b) Failing resolution, the employee may complete the Workload Review Form attached hereto as Appendix A and submit a copy to both the Union and the Employer for review at the next scheduled Labour Management meeting.

18.06 Influenza Vaccine

The parties agree that influenza vaccinations may be beneficial for residents and employees. Upon a recommendation pertaining to a facility or a specifically designated area(s) thereof from the Medical Officer of Health or in compliance with applicable provincial legislation, the following rules will apply:

- (a) Employer recognizes that employees have the right to refuse any required vaccination.
- (b) If an employee refuses to take the vaccine and/or the appropriate anti-viral medication required under the provision, **they** will be reassigned during the outbreak period, unless reassignment is not possible, in which case **they** will be placed on unpaid leave. If an employee is placed on unpaid leave, **they** can use banked lieu time or vacation credits in order to keep **their** pay whole.
- (c) If an employee refuses to take the vaccine and/or the appropriate anti-viral medication because it is medically contra-indicated, and where a medical certificate is provided to this effect, the employee will refrain from working in the facility until the outbreak is declared resolved from the Ministry of Health. A record of employment will be provided for the employee to collect benefits.
- (d) If an employee gets sick as a result of the vaccination, they may apply for WSIB and shall be provided the appropriate forms by the Employer.
- (e) This clause shall be interpreted in a manner consistent with the Ontario Human Rights Code.

ARTICLE 19 - LEAVE OF ABSENCE

19.01 General Leave of Absence

.01 The Executive Director may grant or refuse a request for a leave of absence without pay for extenuating personal reasons, provided that **they receive** at least one (1) month's notice in writing, unless impossible, and that such leave may be arranged without undue inconvenience to the normal operations of the Nursing Home. Applicants when applying must indicate the date of departure and specify the date of return.

If a leave of absence is granted, the employee shall be advised in writing with a copy to the Union.

To qualify for leaves of absence as stipulated above the employee must have completed six (6) months of employment with the Employer and it is expressly understood, no benefit except as hereinafter provided shall accrue to or be paid to any employee on leave of absence.

.02 An employee of the Company who becomes a full-time Officer of the Union shall be granted leave of absence without pay by the Company so long as **they** continue to be a full-time Officer of the Union. Such leave of absence will be renewed each year on request in writing to the Executive Director.

.03 An employee who is elected to public office shall be granted a leave of absence without pay by the Company for a period up to one (1) year. Such leave shall be renewed each year, during this term of office, on request in writing to the Executive Director.

.04 Seniority shall accumulate during the period of any approved leave of absence except as specified.

.05 Employees may be granted leaves of absence without pay not exceeding sixty (60) days in aggregate per calendar year, upon notification to the Employer that they have been elected or appointed to represent the Union at Union functions.

The Union herein recognizes the Employer's obligations with respect to the operations and staffing of the home.

The Employer agrees to pay individual employees on a leave of absence pursuant to this Article their regular wages, and continue all benefits, service and seniority. The Employer will then bill the Union for the amount of the wages and benefits paid out on behalf of the employee. Requests for leave under this Article will be made where possible with at least

fourteen (14) calendar days written notice by the President, or **their** designate.

19.02 Pregnancy and Parental Leave

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

.02 Pregnancy Leave

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

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

(b) The employee must have started employment with **their** Employer at least thirteen (13) weeks prior to the expected date of birth.

(c) The employee shall give at least four (4) 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 four (4) weeks' notice of **their** intention to do so, and furnishing the Employer with a certificate of a legally qualified medical practitioner stating that **they are** able to return to work.

Additional leave of absence may be taken under Article .10, Parental Leave.

(d) Notwithstanding Article .02(b) above, an employee must complete ten (10) months of continuous service prior to the expected date of birth to be paid a supplemental Employment Insurance Benefit.

An employee on pregnancy leave who is in receipt of Employment Insurance pregnancy leave benefits shall be paid a supplemental Employment Insurance Benefit.

That benefit will be the equivalent to the difference between seventy-five percent (75%) of **their** regular weekly earnings (which for part-time employees shall include any in lieu payment, if applicable) and the sum of

their weekly rates of Employment Insurance Benefits. In any week, the total amount of SUB payments and the weekly rate of E.I. benefits will not exceed seventy-five percent (75%) of the employee's regular weekly earnings.

Vested Interest – Employees do not have a right to SUB payments except for supplementation of E.I. benefits during the unemployment period as specified in the plan.

Other Income – Payments in respect to guaranteed annual remuneration or in respect of deferred remuneration or severance pay benefits are not reduced or increased by payments received under this plan.

Such payment shall commence after the one (1) week employment insurance waiting period and shall continue while the employee is in receipt of such benefits for a maximum period of seventeen (17) 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 regular hourly rate shall be calculated to include all of the employee's insurable earnings as defined by the Employment Insurance System.

The SUB top-up by the Home would not take into account E.I. insurable earnings from sources other than this facility.

.03 An employee who does not apply for leave of absence under Article .02(a) and who is otherwise entitled to pregnancy leave, shall be entitled to and shall be granted leave of absence in accordance with Article .02(a) 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 were** 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.

.04 During the period of leave, the Employer shall continue to pay the Employer's portion of hospital, medical, dental, group life, pension and other benefits included and prescribed by the Employment Standards Act unless the employee gives the Employer written notice that the employee does not intend to pay the employee contributions. If deductions for the employee's share of the premiums are required, the Employer shall deduct these amounts from the SUB payments.

.05 An employee who intends to resume **their** employment on the expiration of the leave of absence granted to **them** under this Article shall so advise the Employer when **they** request 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 designated.

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

.06 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 .05.

Voluntary leaves for personal reasons do not include Union leave, or leave to serve in public office, or maternity leave.

.07 Such absence is not an illness under the interpretation of this Agreement, and credits on the accumulated sick leave plan and the weekly indemnity plan cannot be used.

.08 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.

.09 Upon expiry of seventeen (17) weeks pregnancy leave, an employee may immediately commence parental leave, as provided under Article .10 of this Agreement. The employee shall give the Employer at least four (4) weeks' notice, in writing, that **they** intend to take parental leave.

.10 Parental Leave

(a) An employee who becomes a parent, and who has been employed for at least thirteen (13) weeks immediately preceding the date of the birth of child or the date the child first came into care or custody of the employee, shall be entitled to parental leave.

(b) A "parent" includes: the natural mother or father of the child; a person with whom a child is placed for adoption and a person who is in a relationship with the parent of the child and who intends to treat the child as **their** own.

(c) Parental leave must begin no later than seventy-eight (78) 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.

(d) The employee 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 (c) above (or earlier) by giving the Employer written notice at least four (4) weeks before the last day of the leave.

(e) Notwithstanding Article .10(a) above, an employee must complete ten (10) months of continuous service immediately preceding the date of the birth of the child or the date the child first came into care or custody of the employee to be eligible to be paid a supplemental Employment Insurance Benefit.

An employee on parental leave who is in receipt of Employment Insurance parental leave benefits shall be paid a supplemental Employment Insurance Benefit.

That benefit will be the equivalent to the difference between seventy-five percent (75%) of **their** regular weekly earnings (which for part-time employees shall include any in lieu payment, if applicable) and the sum of **their** weekly rates of Employment Insurance Benefits. In any week, the total amount of SUB payments and the weekly rate of E.I. benefits will not exceed seventy-five percent (75%) of the employee's regular weekly earnings.

Vested Interest – Employees do not have a right to SUB payments except for supplementation of E.I. benefits during the unemployment period as specified in the plan.

Other Income – Payments in respect of guaranteed annual remuneration or in respect of deferred remuneration or severance pay benefits are not reduced or increased by payments receiving under this Plan.

Such payment shall commence after the one (1) week employment insurance waiting period and shall continue while the employee is in receipt of such benefits for a maximum period of ten (10) 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 leaves times **their** normal weekly hours.

The regular hourly rate shall be calculated to include all of the employee's insurable earnings as defined by the Employment Insurance System.

The SUB top-up by the Home would not take into account E.I. insurable earnings from sources other than this facility.

For the purposes of parental leave under Article .10 Parental Leave, the provisions under .01, .04, .05, .06, .07, .08 and .09 shall also apply.

Where 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 Employment 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*.

19.03 Jury Duty or Court Witness

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

19.04 Bereavement Leave

1. In the event of death of an employee's spouse (including same sex or common-law spouse), child or parent, the employee shall be entitled to leave of absence without loss of pay for five (5) days.
2. In the event of death of an employee's sister, brother, mother-in-law, father-in-law, son-in-law, daughter-in-law, grandparent or grandchild, the employee shall be entitled to leave of absence without loss of pay for three (3) days.
3. In the event of death of an employee's aunt, uncle, brother-in-law, sister-in-law, niece or nephew, the employee shall be entitled to leave of absence without loss of pay for one (1) day.

4. Where the burial occurs at a locale in excess of 560km, such leave shall include reasonable travel time, the latter not to exceed two (2) days, without pay. Additional days without pay may be granted. he employee shall be paid for scheduled hours during the leave which **they otherwise** would have worked. The employee will be allowed to save one (1) day to attend the memorial service.
5. Where an employee's scheduled vacation is interrupted due to a bereavement, the employee shall be entitled to bereavement leave in accordance with Article 19.04. The portion of the employee's vacation which is deemed to be bereavement leave under the above provisions will not be counted against the employee's vacation credits.

ARTICLE 20 - EMPLOYEE ASSISTANCE PROGRAM

20.01 Employee Assistance Program

Refer to Letter of Understanding.

- 20.02** The Union and the Employer will also work cooperatively to assist employees who may have other difficulties.

ARTICLE 21 - TERM OF AGREEMENT

- 21.01** This Agreement shall become effective as of January 1, **2023**, and shall remain in effect until December 31, **2024**.

The Union agrees to provide the Employer with an electronic (Microsoft Word) version of the Collective Agreement.

21.02 Notice of Change

Either party desiring to propose changes or amendments to this Agreement shall, within ninety (90) days prior to the termination date, give notice in writing to the other party of the changes or amendments proposed. Within five (5) day working days of receipt of such notice by one party, the other party is required to enter into negotiations in good faith and make every reasonable effort to consummate a revised or new Agreement.

21.03 Retroactivity

Increases in the wage rates shall be retroactive and paid as and from January 1, 2019, to all employees in the bargaining unit at that date. Any employee as of that date who has since ceased to be an employee shall have a period of thirty (30) days only from the execution of the Collective

Agreement in which the claim from the company any adjustment to **their** remuneration. Any new employee hired since that date shall be entitled to a prorated adjustment to **their** remuneration from the date of **their** employment.

The Company shall be responsible to contact in writing at the last known address any employee who has since left its employ to advise **them** of **their** entitlement to any retroactive adjustments within fifteen (15) days of the execution of the Collective Agreement with a copy of the notice sent to the Union. Unless otherwise specified all other terms shall be effective as and from the date of ratification.


Retroactivity shall be paid within three (3) full pay periods following notification of ratification.


SIGNED THIS 27 DAY OF November, 2024.

**ILER LODGE
AXIUM EXTENDICARE LTC II LP**

**CANADIAN UNION OF PUBLIC
EMPLOYEES AND ITS LOCAL 1370**

Doug Hay
Doug Hay (Nov 27, 2024 14:23 EST)


Dorothy MacCallie (Nov 26, 2024 14:41 EST)


Kelly Dale (Nov 28, 2024 09:15 EST)

SCHEDULE “A” - WAGE SCHEDULE (Nursing Home)

Classification	Step	Expired Rate	\$3.00	Effective January 1, 2023	Effective January 1, 2024
RPN	Probation	23.91		24.75	25.61
	After 450 hours	25.89		26.80	27.73
	After 1700 hours	27.80		28.77	29.78
	After 3400 hours	28.37		29.36	30.39
Nursing Aide	Probation	18.09	21.09	21.83	22.59
	After 450 hours	20.00	23.00	23.81	24.64
	After 1700 hours	21.75	24.75	25.62	26.51
	After 3400 hours	22.34	25.34	26.23	27.14
Healthcare Aide PSW	Probation	18.50	21.50	22.25	23.03
	After 450 hours	20.35	23.35	24.17	25.01
	After 1700 hours	22.17	25.17	26.05	26.96
	After 3400 hours	22.76	25.76	26.66	27.59
Activity Aide	Probation	18.09		18.72	19.38
	After 450 hours	20.00		20.70	21.42
	After 1700 hours	21.75		22.51	23.30
	After 3400 hours	22.34		23.12	23.93
Housekeeping Maintenance	Probation	17.78		18.40	19.05
	After 450 hours	19.75		20.44	21.16
	After 1700 hours	21.57		22.32	23.11
	After 3400 hours	22.13		22.90	23.71

Collective Agreement between Iler Lodge – Axiom Extendicare LTC II LP and CUPE and its Local 1370
January 1, 2023 – December 31, 2024

Laundry Staff	Probation	17.78		18.40	19.05
	After 450 hours	19.75		20.44	21.16
	After 1700 hours	21.57		22.32	23.11
	After 3400 hours	22.13		22.90	23.71
Dietary Aide	Probation	17.78		18.40	19.05
	After 450 hours	19.75		20.44	21.16
	After 1700 hours	21.57		22.32	23.11
	After 3400 hours	22.13		22.90	23.71
Certified Cook	Probation	18.50		19.15	19.82
	After 450 hours	20.45		21.17	21.91
	After 1700 hours	22.29		23.07	23.88
	After 3400 hours	22.84		23.64	24.47
Uncertified Cook	Probation	18.41		19.05	19.72
	After 450 hours	20.39		21.10	21.84
	After 1700 hours	22.20		22.98	23.78
	After 3400 hours	22.76		23.56	24.38
Ward Clerk	Probation	16.87		17.46	18.07
	After 450 hours	17.67		18.29	18.93
	After 1700 hours	18.46		19.11	19.77
	After 3400 hours	19.26		19.93	20.63
PSA	Start	18.09		18.72	19.38
	Step 1	18.92		19.58	20.27
	Step 2	19.50		20.18	20.89
	Step 3	20.09		20.79	21.52

Note: Certified Activation Worker shall receive a 25¢ per hour premium above the Activation Aide rate when working in activation and where the employee holds the appropriate certificate.

SCHEDULE “AA” – WAGE SCHEDULE (Retirement Home)

Classification	Step	Expired Rate	January 1, 2023 (3.5%)	January 1, 2024 (3.50%)
R.P.N.	Probation	22.28	23.06	23.87
	After 450 hours	24.31	25.16	26.04
	After 1700 hours	26.23	27.15	28.10
	After 3400 hours	26.77	27.71	28.68
Retirement Attendant	Start	17.08	17.68	18.30
	After 1700 hours	18.65	19.30	19.98
	After 3400 hours	19.05	19.72	20.41
Activity Aide Retirement	Probation	18.09	18.72	19.38
	After 450 hours	20.00	20.70	21.42
	After 1700 hours	21.75	22.51	23.30
	After 3400 hours	22.34	23.12	23.93

Nurse Aides currently employed at Essex shall continue to be paid at the Nurse Aide rate of pay.

Attendants hired in Retirement after January 1, 1997, shall be placed on the above grid at their appropriate level according to their seniority as of January 1, 1997.

If a Nurse Aide applies for and is awarded a job posting in the Retirement Home, **they** shall be placed at the appropriate level on the wage grid according to **their** seniority.

It is understood and agreed all Pay Equity obligations have been met.

SCHEDULE “B”

NURSING HOMES AND RELATED INDUSTRIES PENSION PLAN STANDARD LANGUAGE

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

“Plan” means the Nursing Homes and Related Industries Pension Plan, being a multi-Employer plan.

“Applicable Wages” means the basic straight time wages for all hours worked and in addition:

- i) the straight time component of hours worked on a holiday;
- ii) holiday pay, for the hours not worked; and
- iii) vacation pay.

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

“Eligible Employees” 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 for each pay period an amount equal to four percent (4%) of applicable wages to the Plan. The Employer shall contribute on behalf of each eligible employee for each pay period, an amount equal to four percent (4%) of applicable wages to the Plan.

.03 The employee and the Employer contributions shall be remitted to the Plan by the Employer within thirty (30) days after the end of the calendar month in which the pay period ends for which the contributions are attributable.

.04 The Union acknowledges and agrees that other than making its contributions to the Plan as set out in this Article, the Employer shall not be obligated to contribute towards the cost of benefits provided by the Plan, or be responsible for providing any such benefits.

The Union and 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.

For further specific, 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 to include hours from date of hire to Employer's fund entry date) 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 provided to the Home
Termination date where applicable (MMDDYY)

iv) To be provided once if they are readily available

Gender
Marital status

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.

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

LETTER OF AGREEMENT

Between

ILER LODGE – AXIUM EXTENDICARE LTC II LP

and

**CANADIAN UNION OF PUBLIC EMPLOYEES AND ITS LOCAL 1370
(full-time and part-time)**

Re: Orientation

1. The parties agree to certain matters in respect of the orientation of new employees, other than Registered Professionals.
2. New employees will be provided four (4) days of orientation for the Nursing Area, and three (3) days of orientation for other areas.
3. During the first shift of orientation, an extra employee will be assigned to work directly with the new employee, and will provide them training and assistance in accordance with the Employer's direction. During this shift of training, the regular employee will be extra to the Employer's normal staffing patterns.
4. For the balance of the orientation period, the employee will work directly with regular employees.
5. During the orientation period, the new employee will represent an additional person over and above normal staffing levels.
6. During the orientation period, the newly hired employee will be paid at the probationary rate, notwithstanding any other provision of this Agreement.
7. Orientation is part of the probationary period.
8. The letter will not apply when an individual transfers from one classification to another, even if the individual requires a period of orientation.
9. The letter will not apply when the Employer cannot provide a trainer to work with the newly hired employee.
10. The letter will not apply when the Employer cannot provide the specified orientation.

11. This letter attaches to and forms part of the Collective Agreement, and continues unless either party gives the other party thirty (30) days written notice that the letter is to be discontinued. If that occurs, then upon the expiry of the time period, any practices arising out of this letter are discontinued.
12. Any concerns regarding the administration of this letter are proper matters for discussion at a Labour Management meeting.

SIGNED THIS 27 DAY OF November, 2024.

**ILER LODGE
AXIUM EXTENDICARE LTC II LP**

Doug Hay
Doug Hay (Nov 27, 2024 14:23 EST)

**CANADIAN UNION OF PUBLIC
EMPLOYEES AND ITS LOCAL 1370**

Dorothy Mearns
Dorothy Mearns (Nov 26, 2024 14:41 EST)

Kelly Darr
Kelly Darr (Nov 28, 2024 09:15 EST)

LETTER OF UNDERSTANDING

between

ILER LODGE – AXIUM EXTENDICARE LTC II LP

and

CANADIAN UNION OF PUBLIC EMPLOYEES AND ITS LOCAL 1370

Re: Job Postings in Separate Locations

Should the Employer post a vacancy or new position within the bargaining unit it shall first be offered in accordance with Article 7 in both the body and the addendum, whichever applies. Should no employee within the distinct work area, as identified in Article 1.04, applies for the position, it shall then be posted in the other work areas to allow those bargaining unit members an opportunity to apply.

Should a member of the other work area be the successful applicant for the position, upon transferring they shall suffer no loss of seniority from one area to another. It is understood that employees will be paid the rate of pay in the appropriate Collective Agreement.

SIGNED THIS 27 **DAY OF** November, **2024.**

**ILER LODGE
AXIUM EXTENDICARE LTC II LP**

**CANADIAN UNION OF PUBLIC
EMPLOYEES AND ITS LOCAL 1370**

Doug Hay
Doug Hay (Nov 27, 2024 14:23 EST)

~~_____~~
Dorothy McCallie (Nov 26, 2024 14:41 EST)

Kelly Dake
Kelly Dake (Nov 28, 2024 09:15 EST)

LETTER OF UNDERSTANDING

between

ILER LODGE – AXIUM EXTENDICARE LTC II LP

and

CANADIAN UNION OF PUBLIC EMPLOYEES AND ITS LOCAL 1370

Re: Change in Qualification Requirements

In the case that legislative requirements change the needed qualifications of any position within the bargaining unit, the parties agree that:

- 1) Current employees will be provided as much notification as possible to allow them an opportunity to enroll in the appropriate course or program.
- 2) Should an employee be enrolled in a program or course which upon completion would meet the necessary qualifications for the position and the effective date is not to the contrary of Ministry requirements, the Employer shall take into consideration those employees and award the position based on 7.03.

SIGNED THIS 27 **DAY OF** November, **2024.**

**ILER LODGE
AXIUM EXTENDICARE LTC II LP**

**CANADIAN UNION OF PUBLIC
EMPLOYEES AND ITS LOCAL 1370**

Doug Hay
Doug Hay (Nov 27, 2024 14:23 EST)

~~_____~~
Dorothy MacCallie (Nov 26, 2024 14:41 EST)

Kelly Darr
Kelly Darr (Nov 28, 2024 09:15 EST)

LETTER OF AGREEMENT

between

ILER LODGE – AXIUM EXTENDICARE LTC II LP

and

CANADIAN UNION OF PUBLIC EMPLOYEES AND ITS LOCAL 1370

Re: RAI/MDS Review

Recognizing the mutual objective of quality care, the Employer agrees to meet through the Labour Management Committee with the Union as soon as practical after the receipt of their annual RAI/MDS results.

SIGNED THIS 27 **DAY OF** November, **2024.**

**ILER LODGE
AXIUM EXTENDICARE LTC II LP**

**CANADIAN UNION OF PUBLIC
EMPLOYEES AND ITS LOCAL 1370**

Doug Hay
Doug Hay (Nov 27, 2024 14:23 EST)

Dorothy MacCallie
Dorothy MacCallie (Nov 26, 2024 14:41 EST)

Kelly Dale
Kelly Dale (Nov 28, 2024 09:15 EST)

LETTER OF UNDERSTANDING

between

ILER LODGE – AXIUM EXTENDICARE LTC II LP

and

CANADIAN UNION OF PUBLIC EMPLOYEES AND ITS LOCAL 1370

Re: Innovative/Extended Shift Schedules

Schedules which are inconsistent with the Collective Agreement provisions may be developed at the Local Home level in order to improve quality of working life, support continuity of resident care, ensure adequate staffing resources, and support cost-efficiency. The parties agree that such innovative schedules (including extended shifts) may be determined by the Home and the Union subject to the following principles:

- a) Such introduction shall be established when;
 - i) seventy-five per cent (75%) of the full-time and regular part-time staff in such department so indicate by secret ballot conducted by the union and
 - ii) the Home agrees to implement the work schedule on the unit.
- b) These schedules may pertain to full-time and/or part-time employees;
- c) The introduction of such schedules and trial periods, if any, shall be determined locally by the parties.
- d) Upon written agreement of the Home and the Union, the parties may agree to amend collective agreement provisions to accommodate any innovative unit schedules;

It is understood and agreed that innovative schedules arrangements are based on individual circumstances and each agreement is made on a without prejudice or precedent basis.

SIGNED THIS 27 DAY OF November, 2024.

**ILER LODGE
AXIUM EXTENDICARE LTC II LP**

Doug Hay
Doug Hay (Nov 27, 2024 14:23 EST)

**CANADIAN UNION OF PUBLIC
EMPLOYEES AND ITS LOCAL 1370**

~~_____~~
Dorothy McCallie (Nov 26, 2024 14:41 EST)

Kelly Darr
Kelly Darr (Nov 28, 2024 09:15 EST)

LETTER OF UNDERSTANDING

between

ILER LODGE – AXIUM EXTENDICARE LTC II LP

and

CANADIAN UNION OF PUBLIC EMPLOYEES AND ITS LOCAL 1370

**Re: Hours of Work – Article 11.05
(Part-Time and Preferred Part-Time Midnight Staff)**

Pursuant to Article 11.05, it is understood and agreed that a weekend off for part-time and preferred part-time midnight staff is Friday 10:00 PM – 6:00 AM and Saturday 10:00 PM – 6:00AM.

SIGNED THIS 27 DAY OF November, 2024.

**ILER LODGE
AXIUM EXTENDICARE LTC II LP**

**CANADIAN UNION OF PUBLIC
EMPLOYEES AND ITS LOCAL 1370**

Doug Hay
Doug Hay (Nov 27, 2024 14:23 EST)

Dorothy McCalfe
Dorothy McCalfe (Nov 26, 2024 14:41 EST)

Kelly Darr
Kelly Darr (Nov 28, 2024 09:15 EST)

LETTER OF UNDERSTANDING

between

ILER LODGE – AXIUM EXTENDICARE LTC II LP

and

CANADIAN UNION OF PUBLIC EMPLOYEES AND ITS LOCAL 1370

Re: Full-Time Employees Vacation Balances Paid Out

The Union and the Employer agree that full-time employees should utilize their full vacation entitlements, however, in the event that a full-time employee was unable to utilize their full vacation entitlements because of the operational needs of the home, the Employer agrees that full-time employees who have outstanding vacation monies owing for the previous vacation year will be paid their vacation dollars at the same time that the part-time vacation payout is processed in each year, no later than the March of the following year.

It is further understood the employees will forego any vacation “time” that corresponds to the vacation dollars being paid out It is understood that there will be n carry over of vacation monies or time.

SIGNED THIS 27 DAY OF November, 2024.

**ILER LODGE
AXIUM EXTENDICARE LTC II LP**

Doug Hay
Doug Hay (Nov 27, 2024 14:23 EST)

**CANADIAN UNION OF PUBLIC
EMPLOYEES AND ITS LOCAL 1370**

Dorothy McCallie
Dorothy McCallie (Nov 26, 2024 14:41 EST)

Kelly Dale
Kelly Dale (Nov 28, 2024 09:15 EST)

LETTER OF UNDERSTANDING

between

**ILER LODGE – AXIUM EXTENDICARE LTC II LP
and**

CANADIAN UNION OF PUBLIC EMPLOYEES AND ITS LOCAL 1370

Re: Emergency Situations – Retirement Side

From time to time an emergency resident care situation on the Retirement side of Iler Lodge may arise which will require the assistance of an RPN.

In such instances, the RPN from the Long Term Care side will assist with the emergency situation, conclude an assessment and return to the Long Term Care side of Iler Lodge to continue with respective shift.

SIGNED THIS 27 DAY OF November, 2024.

**ILER LODGE
AXIUM EXTENDICARE LTC II LP**

**CANADIAN UNION OF PUBLIC
EMPLOYEES AND ITS LOCAL 1370**

Doug Hay
Doug Hay (Nov 27, 2024 14:23 EST)

Dorothy McCalfe
Dorothy McCalfe (Nov 26, 2024 14:41 EST)

Kelly Dare
Kelly Dare (Nov 28, 2024 09:15 EST)

LETTER OF UNDERSTANDING

between

ILER LODGE – AXIUM EXTENDICARE LTC II LP

and

CANADIAN UNION OF PUBLIC EMPLOYEES AND ITS LOCAL 1370

Re: Recognition of RPN Experience

The Employer will recognize recent R.P.N. experience on the basis of one (1) annual increment for each year of pre-employment service up to the maximum of the grid.

Part-time pre-employment service will be recognized on the basis of one thousand seven hundred and twenty-five (1725) hours paid in previous employment equals one (1) year of service up to the maximum of the grid.

It shall be the responsibility of a newly hired employee to provide reasonable proof of recent Registered Nurse experience prior to the end of probationary period in order to be entitled for salary increment and if they fail to do so, they shall not be entitled to recognition.

The provision shall apply to all current employees, provided the employee provides the Employer proof of their recent prior experience prior to their employment at Iler Lodge – Axium Extencicare LTC II LP within thirty (30) days of ratification of this Agreement.

SIGNED THIS 27 DAY OF November, 2024.

**ILER LODGE
AXIUM EXTENDICARE LTC II LP**

Doug Hay
Doug Hay (Nov 27, 2024 14:23 EST)

**CANADIAN UNION OF PUBLIC
EMPLOYEES AND ITS LOCAL 1370**

Dorothy McCalfe
Dorothy McCalfe (Nov 26, 2024 14:41 EST)

Kelly Darte
Kelly Darte (Nov 28, 2024 09:15 EST)

LETTER OF UNDERSTANDING

between

ILER LODGE – AXIUM EXTENDICARE LTC II LP

and

CANADIAN UNION OF PUBLIC EMPLOYEES AND ITS LOCAL 1370

Re: Workload

The parties agree that the issue of workload will be addressed and discussed at the Labour Management Committee meeting first and if an unsafe condition exists it will be referred to the Health and Safety Committee and the Employer will take appropriate action as deemed necessary.

SIGNED THIS 27 DAY OF November, 2024.

**ILER LODGE
AXIUM EXTENDICARE LTC II LP**

Doug Hay
Doug Hay (Nov 27, 2024 14:23 EST)

**CANADIAN UNION OF PUBLIC
EMPLOYEES AND ITS LOCAL 1370**

~~_____~~
Dorothy M. Galle (Nov 26, 2024 14:41 EST)

Kelly Dake
Kelly Dake (Nov 28, 2024 09:15 EST)

ADDENDUM

IN ACCORDANCE WITH THE PARTIES' RECOGNITION OF THE NURSING HOME WORK AREA AND THE RETIREMENT HOME WORK AREA AS SEPARATE AND DISTINCT, THIS ADDENDUM APPLIES ONLY TO THE RETIREMENT HOME DIVISION. IT MODIFIES THE RELEVANT PROVISIONS OF THE COLLECTIVE AGREEMENT. WHERE AN ARTICLE IS NOT IDENTIFIED IN THIS ADDENDUM, THE PROVISIONS OF THE COLLECTIVE AGREEMENT APPLY.

ARTICLE 4 - NO STRIKES – NO LOCKOUTS

4.04 Within the retirement home, except for the Director of Health and Wellness (or in **their** absence, **their** replacement) persons whose job paid or unpaid are not in the bargaining unit will not perform work normally and customarily performed by employees except in the case of experimentation with work procedures, instruction, job training purposes, emergencies, circumstances agreed to by the parties, or circumstances where members of the bargaining unit are not reasonably available.

ARTICLE 6 - SENIORITY

6.01 Seniority is defined as the total of:

- a) Hours worked prior to date of ratification, (and if applicable, appropriate adjustments for any legislative obligation) and
- b) On and after the date of ratification;
 - i) hours worked
 - ii) hours paid but not worked
 - iii) hours not worked because of absence due to vacation
 - iv) hours recognized for seniority purposes because of legislative obligations.
- c) The parties agree that the seniority list attached to this Agreement accurately reflects the seniority accumulation referred to under (a).
- d) Seniority shall be used in determining preference or priority for promotion, transfer, demotion, layoff, permanent reduction of the workforce, and recall, as set out in other provisions of this Agreement.

6.02 A newly hired employee shall be considered a probationary employee, and will have no seniority rights until after **they have** completed 450 hours of work, whichever comes first. Probationary employees shall otherwise be entitled to all provisions of this Collective Agreement, except where they are specifically excluded. Having completed this probationary period, an employee's seniority shall be considered to include time worked during the probationary period.

During the probationary period, the Employer will assess the performance, abilities and suitabilities of the newly hired employee. Regular reviews and evaluations will occur. Where the Employer has concerns regarding the performance, abilities, of the employees, those will be shared with the employee. Where the Employer concludes that the newly hired employee cannot demonstrate the appropriate performance, or lacks the abilities or

suitabilities necessary, then the Employer's assessment constitutes just cause for dismissal.

ARTICLE 7 - TRANSFERS & PROMOTIONS

7.01

- (a) When a vacancy occurs or a new position is created within the bargaining unit, the Employer shall post such position(s) for one (1) week, for the purpose of permitting any member of the bargaining unit to apply. For clarity, this includes full-time, preferred part-time, and part-time vacancies or new positions. No application shall be accepted or considered after the posting closes.
- (b) When a full-time or preferred part-time position is temporarily vacant or a new full-time or preferred part-time position is temporarily created within the bargaining unit, and it is anticipated that the vacancy will continue for six (6) weeks or more, the position will be posted and filled in accordance with 7.01 and Article 7.03.

The successful applicant must be available on the effective date of the posting, unless absent for a short term illness of not more than five (5) **consecutive** working days.

When an employee has been awarded a temporary position, should the employee be absent during the period of the posting for four (4) **consecutive** weeks or more, they shall have forfeited their rights to continue in the temporary position and it shall be reposted in accordance with Article 7.01(b).

- (c) If a part-time employee is selected to fill a position from (b) above, they will continue to be treated for all purposes as a part-time employee.
- (d) Any employee who has been selected to fill a temporary vacancy is not eligible to apply for any other temporary vacancy unless that temporary vacancy would not be available until the employee had completed their current temporary vacancy.

7.03 Applications for job vacancies will be accepted from all employees within the bargaining unit.

If there is no successful applicant from within one work area the Employer shall consider members of the other work area.

ARTICLE 11 - HOURS OF WORK

11.01

- (a) A full-time employee is an employee who regularly works more than thirty (30) hours per week, averaged over a bi-weekly pay period.
- (b) A part-time employee is an employee who regularly works thirty (30) hours per week or less, averaged over a bi-weekly pay period.
- (c) A casual part-time employee means an employee who is called to work on a call-in basis, but who does not work a regular schedule, or does so only for a specified period. Such employee has the option of refusing work when it is available to **them**, however, it is understood that a casual part-time employee cannot unreasonably or consistently refuse to work shifts.
- (d) The regular daily hours shall be seven and one-half (7.5) hours per day, with one-half (½) hour unpaid lunch. Shifts of lesser duration may be scheduled, but no shifts of less than four (4) hours duration will be scheduled.
- (e) Employees will not be required to work split shifts, unless specifically agreed to by the Employer, the Union, and the employee.

11.02 Work schedules of four (4) weeks duration shall be posted at least two (2) weeks in advance of the commencement of the schedule.

11.04 All full-time employees shall be given every second weekend off.

11.05 Each part-time employee shall receive a minimum of an average of one (1) weekend off in three (3). This clause shall not apply to any employee who wishes to work more than the number of weekends herein provided. It is the intention of this paragraph to grant every third (3rd) weekend (Saturday and Sunday) as off days to the part-time staff.

This clause will apply by classification.

This clause will not apply if the Employer would have to hire additional staff to meet its obligations under the clause.

ARTICLE 12 - GROUP INSURANCE

12.05

- (a) Effective January 1992, and thereafter Employees shall earn sick leave based on hours worked. Employees begin to earn sick leave credits

based on hours worked after they have completed the probationary period. For each 162.5 hours worked, an employee shall be credited with 7.5 hours of sick leave.

To initiate the system, all individuals employed as of February 26, 1991, and who continue to be employed as of January 1, 1992, will be credited with fifteen (15) hours of sick leave.

In addition, any hours earned as of December 31st, 1991, and which were part of the original float holiday system, shall be transferred to the individual employee's credit under the sick leave system, and converted, as is appropriate, to hours of sick leave credits.

Sick leave accumulates to a maximum of 135 hours for full-time employees, and 105 hours for part-time employees.

- (b) Accumulated sick days shall be used to compensate for wages lost during illness up to a maximum of seven (7) consecutive days for a single illness.

Accumulated sick days may be used to supplement weekly indemnity payments to full salary.

When sick leave pay is claimed by an employee, the Company reserves the right to request a medical certificate from any employee who has been absent and failure to provide such certificate, if required, may disentitle the employee to sick leave payment for said illness.

The Company agrees that it will not as a matter of general practice request such medical certificate in all cases, but rather such request shall be made by the Administrator only where an employee's absence because of claimed illness has become questionable.

Any material misrepresentation as to the fact of an employee's illness and made by the employee may be cause for discipline.

- (c) An employee who will be absent on the afternoon or night shift due to personal illness must notify the Employer at least two (2) hours prior to the commencement of the shift unless impossible. An employee who will be absent on the day shift due to personal illness must notify the Employer at least one and one-half (1½) hours prior to the commencement of the shift unless impossible. Failure to give such notice may result in loss of sick leave benefits for that day of absence.

ARTICLE 13 - LAYOFF AND RECALL

13.01 Layoffs, under the provisions of this Collective Agreement shall mean the reduction of daily or biweekly regularly scheduled hours of work of any full-time or part-time employee.

So long as a full-time position exists, there will be no splitting of that position into two (2) or more part-time positions which would cause a layoff of that full-time position.

13.02 In such circumstances, the Employer shall first terminate the employment of temporary employees and layoff probationary employees in the classification(s) of work in which the reductions are taking place.

13.03 In the event of further layoff the Employer shall layoff employees in the reverse order of their seniority within their classification provided those remaining are willing and qualified to perform the available work.

13.04 Employees shall be recalled to their former classification in the reverse order of their layoff, provided those remaining are willing and qualified to perform the available work.

13.05 The Employer shall give notice of recall by registered mail, or by some other certified delivery service, addressed to the last address of record with the Employer. The notice of recall shall indicate the date and time in which the employee shall return to work. The employee is solely responsible for **their** proper address being on record with the Employer.

13.07 Grievances concerning layoffs and recall shall be submitted to the Executive Director.

13.08 New employees shall not be hired until employees on layoff, who are willing and qualified to perform the work available, are offered an opportunity of recall.

13.09 Provided the employee continues to pay **their** share (if any) of the premium based benefits in which they were enrolled at the time of the layoff, then the Employer will continue to pay its share of the premium based benefits for the month in which the layoff occurred, and for one (1) subsequent month. Following this, the employee may elect to continue to enroll in the premium based benefits for the duration of the layoff, twenty-four (24) months, provided the employee pays one hundred percent (100%) of the cost of the premium based benefits.

13.10 Layoffs will be in accordance with the *Employment Standards Act*.

ARTICLE 14 - CLASSIFICATION OF EMPLOYEES & WAGES

14.01 Wages shall be paid in accordance with Schedule “AA” attached.

14.05 There is no relevant provision for the retirement home division.

ARTICLE 16 - HOLIDAY PAY PLAN

16.08

- (a) Every employee will be scheduled off work for not less than three (3) consecutive days at either Christmas or New Year’s of the following year, on an alternating basis, unless the employee requests fewer days off. Where possible, time off shall include the day before and the day after the applicable holiday.
- (b) To accommodate the scheduling during this period, the scheduling rules in this Agreement will be suspended.

ARTICLE 17 - VACATION WITH PAY

17.07

- (a) Two (2) separate vacation request forms will be posted, one (1) for full-time and one (1) for part-time, covering the period of June 1st to September 30th, approximately. These vacation request forms shall be posted by April 15th.
- (b) Employees who wish specific vacation periods shall indicate their choice by May 15th.
- (c) The Employer will then schedule vacations, and where a conflict exists, scheduling will be by seniority for each schedule.
- (d) The final vacation list will be posted by May 30th, and thereafter no employee can displace another employee from their scheduled vacation.
- (e) Vacation periods which are not assigned by this system will be assigned by mutual agreement between the Employer and the employee, but failing agreement, the Employer will assign the vacation.

APPENDIX “A” – WORKLOAD REVIEW FORM

WORKLOAD REVIEW FORM: CUPE represented staff members are to complete all sections and forward copies to the Executive Director and the Union or their designates.	
Name (print) & Classification:	
Signature:	
Occurrence Date: Time:	
Workplace:	Unit:
Number of Staff on Duty:	
Brief Description of Workload Concern:	
Recommendation to Resolve:	
Name/Title of CUPE Representative Notified:	
Date/Time of Notification:	
A summary of workload concerns may be tabled as an agenda item at the next scheduled Labour Management meeting.	
Name/Title of Employer Representative Notified:	
Response:	