

COLLECTIVE AGREEMENT

between

**RIVERSIDE PLACE
AXIUM EXTENDICARE LTC II LP**

and

**CANADIAN UNION OF PUBLIC EMPLOYEES
and its LOCAL 2028**

CUPE / *Canadian Union
of Public Employees*

January 1, 2023 – December 31, 2024

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ARTICLE 1 - RECOGNITION

1.01 The Employer recognizes the Union as the sole and exclusive bargaining agent for all employees at **Riverside Place – Axiom Extendicare LTC II LP** save and except the Executive Director, the Director of Care, the Food Service Manager, Environmental Service Manager, the Program Director, those above the rank of Supervisor and office staff.

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

1.02 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.

1.03 The Union will obtain the permission of the Executive Director prior to holding any meetings on the premises of the Employer.

1.04 The Employer will not schedule non-bargaining unit members to perform work currently performed by the existing members of the bargaining unit. The Union herein recognizes the responsibilities of the Employer and to that end will allow the Employer to use non-bargaining unit members when an emergency situation exists and/or when members of the bargaining unit are unavailable to perform the work required.

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

1.06 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.

ARTICLE 2 - RESERVATIONS TO MANAGEMENT

2.01 Except as specifically abridged, delegated, granted or modified by this Agreement, all the rights, powers and authority which the Employer had prior to the execution of this Agreement, are retained by the management, and remain exclusively and without limitation within the rights of the management.

- 2.02** Without limiting the generality of the foregoing, management's functions shall include:
- a) The direction of the working forces, the right to plan, direct and control the operation of the Home, the right to introduce new and improved therapeutic method and facilities, equipment, the amount of supervision necessary, combining or splitting up the departments, work schedules, establishment of standards of care and quality. The determination of the extent to which the Home will be operated and the increase or decrease of employment.
 - b) The sole exclusive jurisdiction over all operations, buildings, machinery, equipment and tools shall be vested in the Home.

2.03 In addition, management's rights shall include:

- a) The right to maintain order, discipline and efficiency, and in connection therewith, to make, alter and enforce from time to time, rules and regulations, policies and practices to be observed by its employees, and the right to discipline or discharge employees for just cause.
- b) The right to select, hire, discipline, dismiss, transfer, assign to shifts, promote, demote, classify, layoff, recall, retire at normal retirement age and suspend employees, and select employees for positions not covered by this Agreement.
- c) The above provisions are subject to the right of the employee concerned to grieve as provided in this Agreement.

ARTICLE 3 - DEDUCTIONS OF UNION DUES AND UNION SECURITY

- 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 amounts so deducted, and whether the employee worked eighty-five (85) hours or more in the calendar month for which the dues or other assessments were 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 allowed to interview the probationary employee to determine if the probationary employee wishes to join the Union.
- The Employer will schedule such a meeting, at a time that the probationary employee is working, and for a maximum of fifteen (15) minutes duration. It is agreed that if more than one (1) 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 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.

ARTICLE 4 - NO STRIKES OR 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 Employer 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 Employer.
- 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.

ARTICLE 5 - REPRESENTATION

- 5.01** The Union shall elect, and the Employer shall recognize four (4) Stewards, two (2) from the full-time unit and two (2) from the part-time unit.

Stewards will be elected from among those employees who have completed their probationary period, one of whom will be the Chief Steward.

- 5.02** The Union agrees to notify the Employer in writing of the names of the Stewards and the names of the persons who may be replacing them from time to time.
- 5.03** 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 that the needs of the residents 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.
- 5.04** The Union shall elect and the Employer shall recognize a Negotiating Committee not to exceed four (4) members, of which two (2) will be from the full-time unit and two (2) from the part-time unit. 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.
- 5.05** 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.
- 5.06** An employee shall have the right to have **their** Steward present at any discussion with the Employer where an employee will be disciplined.

Where a Supervisor intends to interview an employee for formal disciplinary purposes, the Supervisor shall so notify the employee in advance of the purpose of the interview. For the purposes of this paragraph, only written warnings or greater disciplinary action constitutes formal disciplinary action.

At the request of either the Steward, or the Employer, a representative from the Canadian Union of Public Employees, or other representatives of the Employer, may attend such meetings.

Any record of disciplinary action shall be deleted from the employee's personal personnel file, and thereafter not referred to in any context under

this Collective Agreement, if, twelve (12) months have elapsed from the date of the most recent disciplinary action on file.

The Union shall be notified in writing of all discharges and reason therefore of employees.

ARTICLE 6 - LABOUR-MANAGEMENT COMMITTEE

6.01 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.

- 6.02** 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.

ARTICLE 7 - PROBATION PERIOD & SENIORITY

- 7.01** Seniority shall be used in determining preference or priority for promotion, transfer, demotion, layoff, permanent reduction of the work force, recall,

hours of work, and overtime, as set out in other provisions of this Agreement.

7.02

- (a) Seniority for new hires shall be established on the basis of an employee's length of service within the bargaining unit. Upon the completion of the probationary period, the employee shall be given credit for seniority purposes for the time worked during the probationary period and seniority will be date of hire.
- (b) Newly hired employees shall be considered on a probationary basis and have no seniority rights for a period of four hundred and fifty (450) hours
- (c) 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, and suitabilities 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.
- (d) Seniority lists will be revised and posted in January and July of each year. An electronic copy will be e-mailed to the Local Union President.
- (e) Seniority for all employees shall be their date of hire.

7.03

Where a full-time employee, who is a member of the full-time unit, transfers to part-time employment, as a member of the part-time unit, or vice versa, seniority for all purposes specified under the Collective Agreement will not be lost.

7.04

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.

ARTICLE 8 - LOSS OF SENIORITY

8.01

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

- (a) voluntarily resign, retire or **are** discharged for just cause; or

- (b) **are** 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) **are** absent from work without a reasonable excuse for more than three (3) consecutive days for which **they are** scheduled to work; or
- (d) **are** absent from work for more than thirty-six (36) months by reason of layoff; or
- (e) **are** 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*.

- 8.02** Where an employee is absent for work due to an injury or illness deemed compensable by the Workers' Safety and Insurance Board, seniority will continue to accumulate, and employment will not be deemed to be terminated. However, if an employee is absent from work due to a WSIB injury or illness of more than twenty-four (24) months, they will lose all seniority and will be deemed to be terminated. This termination shall be done in accordance with applicable legislation.

Where absence due to a compensable injury or illness continue beyond twelve (12) months, the Employer has not further obligation in respect of any payments to the employee, or to contribute the Employer's share of the premium for any premium based insurance benefit. However, the employee can continue to participate in such premium based plan by paying the entire premium. Nothing in this language shall negate the employee's responsibility under any applicable legislation.

ARTICLE 9 - GRIEVANCE PROCEDURE

9.01 Complaint Procedure

- (a) It is understood that any employee may raise a verbal complaint with **their** Department Head, provided the complaint is raised within five (5) working days of the circumstances giving rise to the complaint.
- (b) 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.
- (c) At the request of the employee or the Department Head, a Steward may attend any meeting.
- (d) A response to the complaint will be given as promptly as reasonably practicable, but not later than five (5) days following the original meeting.
- (e) 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.
- (f) The parties agree that it is not necessary to initiate grievances by following this process, but rather grievances may be initiated by the procedures under the grievance procedure. Neither party is prejudiced however if a grievance is referred through the complaint process before being referred to the grievance process.

9.02 Grievance Procedure

A grievance may arise only from a dispute concerning the interpretation, application, administration, or alleged violation of this Agreement. The grievance shall be submitted in writing and be signed by the employee directly involved. In the case of a group or policy grievance, the President or Union representative must sign the grievance form.

It is understood that an employee has no grievance until he has first given his immediate Supervisor an opportunity to adjust his complaint. No grievance shall be considered where the circumstances giving rise to it occurred or originated or came to the attention of or should reasonably have come to the attention of the grievor more than five (5) working days before the filing of the grievance. Working days, in this context, do not include Saturday, Sundays and Statutory Holidays. At any stage of the grievance procedure, the grievor may attend when his presence is requested by either party, or in the event that the grievor makes such a request.

Grievances shall be adjusted and settled as follows:

9.03 Step One

The Steward 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 his decision within five (5) days of the meeting

Step Two

Failing resolve in Article 6.03, 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. Failing a satisfactory settlement being reached in 6.03 (Step Two) within seven (7) days of the meeting 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 6.03.

9.04 Should a difference arise between the Employer and the Union regarding the general application, interpretation or alleged violation of the Agreement, it shall be taken up to Step Two of the Grievance Procedure outlined above. If no satisfactory settlement is reached, either party may file a request for arbitration, in the manner outlined in Article 7 hereof.

9.05 Replies to grievances shall be in writing at all steps with a copy to the President, the Union Steward and as a general practice, the CUPE National Representative.

9.06 A complaint or grievance which has been disposed of pursuant to the grievance and/or arbitration provisions of this Agreement shall not again be made the matter of a complaint or grievance by the same employee under the same given circumstances.

- 9.07** A claim by a senior employee that he has been discharged without just cause shall be treated as a grievance and shall commence at Step Two of the Grievance Procedure hereof provided a written grievance signed by the employee is presented to the Executive Director or his designate within five (5) working days after the discharge. The Union will not question the discharge of any probationary employee nor shall such discharge be the subject of a grievance.
- 9.08** Where two or more employees have the same grievance it may be handled as a group grievance at Step Two and will continue as a group grievance throughout the grievance and arbitration procedure.
- 9.09** The time limits in this Article may be amended by mutual agreement of both parties.
- 9.10** **Mediation Language**
- (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 Step II of the grievance procedure. 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.
- (h) 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.

The Union and Employer will share the cost of the Mediator, if any.

ARTICLE 10 - ARBITRATION PROCEDURE

- 10.01** Where a difference arises between the parties to the Agreement relating to the interpretation, application or administration of this Agreement, including any question as to whether a matter is arbitrable, or where an allegation is made that this Agreement has been violated, either of the parties may, after exhausting any Grievance Procedure established by this Agreement, notify the other party in writing within ten (10) working days after the date of receipt of the reply of the Executive Director in Step 2 of its desire to submit the difference or allegation to arbitration, and the notice shall contain the name of the first party's appointee to the Arbitration Board. The recipient of the notice shall within five (5) working days, advise the other party of the name of its appointee to the Arbitration Board. The two (2) appointees so selected shall, within five (5) days of the appointment of the second of them, appoint a third person who shall be the Chairperson. If the recipient of the notice fails to appoint an Arbitrator, or if the two (2) appointees fail to agree upon a Chairperson within the time limit, the appointment shall be made by the Minister of Labour of Ontario upon the request of either party. The Arbitration Board shall hear and determine the difference or allegation, and shall issue a decision and the decision shall be final and binding upon the parties and upon any employees affected by it. The decision of a majority shall be the decision of the Arbitration Board, but if there is no majority the decision of the Chairperson shall govern.
- 10.02** The Board of Arbitration shall not have any power to alter or change any of the provisions of this Agreement, or to substitute any new provisions for any existing provisions, nor to make any decisions inconsistent with the provisions of the Agreement.
- 10.03** Each of the parties to this Agreement will bear the expenses of the nominee appointed by it, and the parties hereto will jointly bear, share alike, the expenses of the Chairperson of the Arbitration Board.
- 10.04** The Board of Arbitration shall have power to award compensation to any employee who is reinstated.
- 10.05** All time limits stated within the Grievance or Arbitration Procedure may be extended by mutual written agreement.

10.06 By mutual written agreement between the Union and the Employer, a single Arbitrator may be appointed, and in this event the decision of the single Arbitrator shall be binding on both parties.

ARTICLE 11 - TRANSFERS

11.01

- (a) When a vacancy occurs or new positions are created in any classification, notice thereof shall be posted on the main bulletin board for a period of one (1) week prior to the filling of that vacancy. During such period, the Employer may temporarily assign an employee to fill the vacancy. Such notice shall contain the following information: nature of position, qualifications, required knowledge and education, day, evening or night shift, wage or salary rate. A copy of all postings shall be forwarded to the Local Union.
- (b) Subject to Article 9.01(g) of the Collective Agreement in the circumstances whereby an employee is absent for twenty-four (24) months and the prognosis is one that would indicate that the absence shall be of a greater duration, the vacancy created shall be posted as a permanent position. It is understood that should the permanent employee return to work, they shall have access to their former positions through the exercise of their seniority rights and reclaim their position.

11.02

- (a) Classifications are defined as:
- Dietary Aide
 - Housekeeping/Laundry Aide
 - Nurse Aide
 - Activity Aide
 - Health Care Aide/PSW
 - Registered and Graduate Nurse
 - Registered Practical Nurse
 - Student

- (b) **New Classification**

When a new classification (which is covered by the terms of this Agreement) is established by the Home, the Home shall determine the rate of pay for such new classification and notify the Local Union of the same within seven (7) days. If the Local Union challenges the rate, it shall have the right to request a meeting with the Home to endeavour to negotiate a mutually satisfactory rate. Such request will be made within ten (10) days after the receipt of notice from the Home of such new

occupational classification and rate. Any change mutually agreed to resulting from such meeting shall be retroactive to the date that notice of the new rate wage given by the Home. If the parties are unable to agree, the dispute concerning the new rate may be submitted to arbitration as provided in the Agreement within fifteen (15) days of such meeting. The decision of the Board of Arbitration (or Arbitrator as the case may be) shall be based on the relationship established by comparison with the rates of other classifications in the bargaining unit having regard to the requirements of such classification.

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

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

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

If the parties do not achieve a Memorandum of Settlement, or if the settlement is not ratified, the parties agree that a Pay Equity resolution is not within the jurisdiction of an Interest Arbitration Board and they will pursue their Pay Equity dispute, if any, before Review Services of the Pay Equity Commission, before the Pay Equity Tribunal, and before the courts if that proves necessary.

11.03 When a vacancy occurs in a classification it shall be filled from applicants employed on the following basis:

- i) seniority;
- ii) knowledge, training, qualifications, skills and efficiency.

Where factors (ii) are relatively equal, seniority shall govern. The Employer will post the name of the successful applicant, if any, within three (3) working days (exclusive of Saturdays, Sundays, or Statutory Holidays) after the end of the one (1) week posting period.

11.04 Any member of the bargaining unit may apply for any posted job vacancy within the bargaining unit. If no successful candidate is chosen from the bargaining unit, then the Employer is free to hire at its discretion.

Such job posting shall contain the following information:

- (a) date of posting
- (b) date and time posting closes
- (c) effective date
- (d) nature of position (full/part-time perm/temp)
- (e) classification
- (f) shift (day evening night)
- (g) wage rate – as per CA

11.05 Transfers and promotions are subject to a twenty (20) day worked trial period.

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.

Where an employee transfers from the part-time unit to the full-time unit or vice versa, eligibility for the appropriate benefits begins with the completion of the trial period.

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

11.07 When a full-time or preferred part-time position is temporarily vacant, and it is anticipated that the vacancy will continue for two (2) months or more, the position will be posted as a temporary vacancy.

Applications will be considered in accordance with Article 10.04.

If an individual is appointed, thereby creating another temporary vacancy, that vacancy will also be posted, as will the third temporary vacancy, but thereafter no other posting would be required.

11.08 If a part-time employee 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 premium sharing for the Extended Health Care Benefit, and/or Dental Benefit, 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.

- 11.09** If an employee is in a temporary full-time position for (12) months or more, they shall receive the full-time uniform allowance entitlement.

ARTICLE 12 - HOURS OF WORK

12.01

- (a) A full-time employee's hours of work shall be so scheduled that **they** work an average of eighty (80) hours in a bi-weekly pay period, and eight (8) hours in a day inclusive of a thirty (30) minute paid meal break.
- (b) A preferred part-time employee's hours of work shall be so scheduled that **they** work an average of forty-eight (48) hours in a bi-weekly pay period, and eight (8) hours in a day inclusive of a paid thirty (30) minute meal break.
- (c) (i) A part-time employee's hours of work shall be so scheduled that **they** work not more than forty-eight (48) hours in a bi-weekly pay period, and eight (8) hours in a day inclusive of a paid thirty (30) minute meal break.

A part-time employee continues as a part-time employee regardless if they are temporarily working more than forty-eight (48) hours in a bi-weekly period, until they successfully apply for a permanent full-time vacancy.

Part-time employees within the classification shall be scheduled so that the more senior employees will be scheduled for the greater number of shifts to a max of 48.

- (ii) **Part-time employees are expected to be reasonably available to a combination of scheduled and call-in work equal to six (6) shifts during a bi-weekly pay period.**

The foregoing does not suggest that any individual part-time employees will receive this many shifts.

“Reasonably available” recognizes that not all employees will be available for all calls, but that no employee should be unavailable for all calls.

Where the Employer believes that an employee is not reasonably available, the Employer will give the employee

written advice as to the Employer’s concerns, and the reasons for those concerns.

Thereafter, if the concerns continue, the matter will become cause for discipline.

- (d) 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 to work at least one weekend in four and be available and work one 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.
- (e) Authorized hours of work beyond eight (8) hours in a day or eighty (80) hours in a bi-weekly pay period shall be considered overtime.
- (f) Nothing in this sub-article shall be construed as a guarantee of hours of work.
- (g) No employee shall be scheduled to work less than a four (4) hour shift.
- (h) Employees will not be required to work split shifts, unless specifically agreed to by the Employer, the Union and the employee.
- (i) Employees shall not be required to work more than five (5) consecutive days.

12.02 All employees shall be entitled to a fifteen (15) minute rest period with pay in each half shift, at a time mutually satisfactory to the employee and the Employer. The Employer will endeavour to ensure that all breaks will be scheduled so that no employee works longer than 2½ hours without a rest period or lunch break.

12.03 Lunch or meal periods are to be allowed and will be uninterrupted except in cases of emergency. Staff room facilities and locker space is provided.

12.04

- (a) All full-time employees shall be scheduled off at least every second (2nd) weekend, unless they indicate in writing to the Executive Director that they desire to be scheduled for additional weekends. For the purpose of this Article, a weekend shall include Saturday and Sunday.

Full-time employees may request a change to their master schedule while they are in the role to work every weekend and re-define their weekend as two (2) weekdays as long as it is mutually agreed upon by all parties, Union, Employer and employee.

- (b) All part-time employees shall be scheduled off at least every third (3rd) weekend, unless they indicate in writing to the Executive Director that they desire to be scheduled for additional weekends. For the purpose of this Article, a weekend shall include Saturday and Sunday.

- (c) The work week will be arranged as far as possible so as to permit employees in a department to have an equal number of weekends off, governed by the efficient operation of the nursing home. For purposes of this comparison, there shall be a separate comparison between full-time and part-time employees.

- (d) Once each calendar year, an employee who has completed the probationary period is entitled to be scheduled off without pay on a weekend they would otherwise be scheduled to work.

- (e) **Preferred Part-time Weekends Off**

All preferred part-time employees shall be scheduled every other weekend off, unless they indicate in writing to the Executive Director or designate that they desire to be scheduled for additional weekends (without creating overtime or violating other scheduling articles) for the purpose of this Article a weekend shall include Saturday or Sunday.

- 12.05** Work schedules of four (4) weeks duration, shall be posted at least one (1) week in advance of the commencement of the schedule.

Once posted, the schedule shall not be changed, except:

- to accommodate the return to work of an employee;
- to accommodate any statutory obligation;
- to accommodate any obligation arising under another provision of this Collective Agreement.

The call-in procedure will be used to replace staff once the schedule is posted.

- 12.06** The Employer will allow qualified employees to exchange shifts or days or work provided the employee completes the appropriate forms, and submits those forms to the Employer twenty-four (24) hours in advance of exchanged shift. Forms must be provided to the Employer before 5pm Monday to Friday. If in the event an exchange is required on a weekend shift, appropriate forms must be completed and provided to the charge nurse twenty-four (24) hours in advance of the exchanged shift. The exchange does not create any extra costs 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 the exchange shifts. The Employer reserves the right to reject requests that do not meet the criteria list, or where the Employer considers there is an abuse or misuse of the system, including those situations where the Employer believes that part-time employees are exchanging shifts for the purposes of gaining a choice of shifts.
- 12.07** The Employer retains the right to change the starting time of any duty shift, but agrees it will not do so in an arbitrary fashion. If such starting times are to be changed, then unless required by regulatory agency, at least thirty (30) days notice will be given. Notice of any change, and the reasons for such change, will first be given to the Union. Any change affecting individuals will not be provided to the individual before it is provided to the Union. Upon request, such changes will be discussed with the Union.
- 12.08** During the changeover from Daylight Saving Time to Standard Time, and vice versa, employees will be paid for hours actually worked, whether at straight time or overtime rates.
- 12.09** 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.
- 12.10**
- (a) 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 the time of the call-in.
- (b) **Call-ins**
- i) A call-in list shall be developed and maintained.
- ii) Call-ins will be offered to all part-time and preferred part-time employees by seniority within their classification after all part-time

employees have first had the opportunity to accept call-ins up to forty-eight (48) bi-weekly hours.

Each call-in will be indicated on that part-time call-in sheet as to “worked”, “no answer”, “refused”.

If a call-in is answered by an answering machine or personal beeper, the Employer shall leave a message that a call-in is available and for what shift, before hanging up. The Employer will continue its efforts to fill the staff shortage, but if the employee responds ready to work prior to the call-in vacancy being filled, **they** shall be permitted to take the call-in.

- iii) Once the opportunity is accepted, the call-in procedure shall then return to the top of the seniority list for those employees not scheduled forty-eight (48) hours.
- iv) If no part-time is available to work, then those employees, including preferred part-time, who have forty-eight (48) hours shall be given an opportunity to work based on their seniority.

(c) Acceptance of Call-ins

Where the employee is aware of a vacancy occurring seventy-two (72) hours from the call-in, they shall allow employees on the call in list no more than four (4) hours to respond as to their availability to accept the additional work.

If the employees does not respond within the allotted timeframe the call-in procedure shall continue in accordance with the Collective Agreement.

12.11

- (a)** Subject to Article 10, regular full-time employees, and part-time employees occupying preferred part-time shifts, 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.

Where possible, part-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. On an individual basis, employees who believe this clause would reduce the number of shifts available to them may waive their rights under this clause by giving written notice to the Executive Director, with a copy to the Union. This clause applies only to scheduled work posted in accordance with the Employer’s obligation to post a work schedule, and does not apply to work opportunities which come available after that time.

For the purpose of this Article, the parties are defining shifts in the broad sense of day shift, afternoon shift and evening shift.

- (b) Notwithstanding the broad definition of shifts in part (a), in the Dietary Department, the shifts shall be recognized as an early shift, with the majority of hours worked between 6:00 a.m. and 2:00 p.m., and a late shift, with the majority of hours worked between 11:00 a.m., and 7:00 p.m.

ARTICLE 13 - OVERTIME

13.01 Authorized work performance in excess of eight (8) hours in a day, or eighty (80) hours in a bi-weekly pay period, shall be counted as overtime work and will be paid for at the rate of time and one-half (1½) the employee's regular rate of pay. No excess of their regularly scheduled work hours as a result of a voluntary exchange of shift with another employee for personal convenience, such voluntary exchange must be approved in advance by the Supervisor.

13.02 Employees who work overtime will not be required to take time off in regular hours to make up for the overtime worked.

13.03 Overtime for Registered Staff

Registered staff who work more than twelve (12) hours, as currently allowed under the terms of our Letter of Understanding, shall be paid for all time worked in excess of twelve (12) hours at the rate of one and a half (1½) the employee's regular rate of pay.

ARTICLE 14 - LAYOFF AND RECALLS

14.01 Definition of Layoff

- (a) 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.

- (b) In such circumstances, The Employer shall first terminate the employment of students in the classification(s) of work in which the reductions are taking place, and, if further reductions are required, then layoff probationary employees in the classification(s) of work in which the reductions are taking place.

- (c) In the event of further layoff, the Employer shall layoff employees within the classification(s) by reverse order of their seniority.

Where an employee has been given notice of layoff, and that employee is senior to a junior employee in another classification, and has the necessary qualifications to perform the work of the other employee, then the senior employee may displace the other employee.

Such displaced employee can themselves displace a junior employee provided they also have the necessary qualifications.

In the event of a recall, the recall provisions will supersede the posting provisions of this Agreement.

Wherever possible, individuals displaced from a classification will be returned to that classification. Seniority will apply.

Employees on layoff would then be recalled, provided they have the necessary qualifications to perform the work.

- (d) 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 his proper address being on record with the Employer.

- (e) 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*. However, the *Employment Standards Act* will be deemed to be amended to provide notice to all affected employees 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

- (f) Grievances concerning layoff and recall shall be submitted to the Executive Director at the second step of the Grievance Procedure.

- (g) If a severance package pursuant to the *Employment Standards Act* should be required, the parties agree that notwithstanding the Act only requires payment to individuals with five (5) years of employment, any employee who has twenty-four (24) months of continuous employment shall receive equal benefit in accordance with the provisions of the Act.

- 14.02** Notice of layoff - permanent or long-term - amend to provide six (6) weeks' notice to Union. Such notice is not in addition to the notice provided to individual employees. The Employer also agrees to provide the Union six (6) weeks' notice of layoff if such layoff is of a permanent or long term nature.
- 14.03** 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.
- 14.04** 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, not to exceed thirty (30) months, provided the employee pays one hundred percent (100%) of the cost of the premium based benefits.
- 14.05** Pay in lieu of notice of layoff shall be considered and calculated on the basis of a regular non-overtime, non-premium average hours of work of the affected employees, or such longer period or pay as may be required by the *Employment Standards Act*, as amended from time to time.
- 14.06** The Employer agrees to meet with the Union, as far in advance as practical, to discuss the layoffs and plans for implementation.
- 14.07** In the event of a layoff as defined in this Agreement, the Employer shall identify the position/classification to be eliminated or reduced, and advise the affected employee(s) of their option pursuant to this provision, and subsequently affected employees shall also be advised of options.
- (a) The affected employee can bump into any position/classification held by an employee with less seniority provided they have the skill, ability and competence to perform the necessary work.
- (b) The employee can accept the layoff subject to recall rights for a period of thirty (30) months as provided for in the Collective Agreement.
- 14.08** As a result of the layoff procedure, the employee shall be placed on the grid scale for that position at the rate of pay for the classification closest to their current rate as of the effective date of transfer.
- 14.09** Upon receipt of a notice of layoff and advice of options, an employee shall have three (3) working days, excluding Saturday, Sunday and holidays, in which to advise the Employer of their decision.

- 14.10** In accordance with the above, the Employer shall provide a seniority list to assist the employees affected in choosing their options.
- 14.11** Where a full-time employee bumps into a part-time position, they shall be placed on the part-time schedule based on seniority. The affected employee will be offered call-ins as reflected by the posted schedule.
- 14.12** All notices of recall shall be in writing and sent registered mail with a copy sent to the Local Union President.
- 14.13** An employee issued a notice of recall will have three (3) consecutive days from receipt of the notice to respond to the notice.
- 14.14** It is understood that if the employee on layoff does not accept recall within the classification and shift from which they were laid off, that such employee has forfeited any other recall rights, unless satisfactory proof is submitted to the Employer that **they** cannot return due to reasons of illness/disability.
- An employee may decline to accept a temporary vacancy. An employee who declines a temporary vacancy will retain the right to receive recall notice to any vacancy which may arise. An employee who accepts a temporary vacancy will retain the right to recall notice to the position they held prior to layoff.
- 14.15** In all cases, it is understood that the employee must have the skill, ability and competence to perform the work.

ARTICLE 15 - HEALTH AND WELFARE

- 15.01** 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.
- 15.02** These are the benefits available to full-time employees:
- (a) The Employer will provide Life Insurance two times (2x) annual salary with an Accident Death and Dismemberment rider, and the Employer will pay 100% of the premiums.

- (b) The Employer agrees to provide a Pay Direct Prescription Drug Plan and for generic drug substitution unless otherwise prescribed by the employee's doctor with a deductible of \$3.00 per prescription at 100% reimbursement. The Employer will pay 100% of the premium.
- (c) The Employer will pay 100% of the premium for a Vision Care Plan – family coverage two hundred and seventy-five dollars (\$275.00) maximum inclusive of eye examination every 24 months. This Plan is not subject to a deductible.
- (d) The Employer will pay 70% of the billed premium of a Dental Plan (equivalent to Blue Cross #9 at the current Ontario Dental Association rates as those rates are amended during the life of this Agreement. Recall for dental checkups for adults 18 years or older will be extended to every nine months, unless deemed necessary every six months due to dental condition requiring same.
- (e) Out of country medical insurance is to be limited to 60 days.
- (f) If a full-time employee fails to contribute their share of any premiums, then that balance owing will represent an offset against wages or vacation pay owed to the employee.

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

- (a) The Employer will provide life insurance two times (2x) annual salary with an Accident Death and Dismemberment rider, and the Employer will pay 100% of the premiums.
- (b) The Employer will provide an RxPlus Prescription Drug Plan which will provide for 90/10 co-insurance, reimbursement for drugs which by law require a prescription and generic drug substitution unless otherwise prescribed by the employee's doctor. The Employer will pay 60% of the premium.

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 of a Vision Care Plan – family coverage - \$275.00 maximum inclusive of eye examination for a two (2) year period. This Plan is not subject to a deductible.

- (d) The Employer will pay 45% of the billed premium of a Dental Plan (equivalent to Blue Cross No. 9) at the current Ontario Dental Association rates as those rates are amended during the life of this Agreement. Recall for dental checkups for adults 18 years or older will be extended to every nine months, unless deemed necessary every six months due to dental condition requiring same.
- (e) If a part-time employee fails to contribute their share of any premiums, then that balance owing will represent an offset against wages or vacation pay owed to the employee.

15.04 Benefits

Upon request, the Union shall be provided with a current copy of the master policy of all insure 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.

15.05

- (a) Effective upon completion of their probationary period, or where a part-time person transfers to full-time employment, then upon the completion of the trial period, all full-time employees shall be covered by a weekly salary indemnity plan.

That plan shall provide salary indemnity of 66 2/3% of wages to the Unemployment Insurance Committee maximum for wages lost from and including the first day of accident or hospitalization, and the eighth day of illness. Such coverage shall continue for a period of seventeen (17) weeks. The Employer shall pay 100% of the premium of the indemnity plan.

- (b) Effective upon completion of the probationary period, all part-time employees shall be covered by a weekly salary indemnity plan.

That plan shall provide salary indemnity of 66 2/3% of wages to the Unemployment Insurance Commission maximum for wages lost from and including the first day of accident or hospitalization, and the eighth day of illness. Such coverage shall continue for a period of seventeen (17) weeks. The Employer shall pay 100% of the premium of the indemnity plan.

15.06 Sick Leave

- (a) All full-time employees, upon the completion of their probationary period, (or in the case of a part-time employee transferring to a full-time position, effective on the completion of the trial period) shall receive one (1) day sick credit for each month of regular attendance to a maximum accrual of eighteen (18) days.

Regular attendance occurs when an employee works at least eighty (80) hours in the calendar month. For the purpose of this calculation, vacation time shall be considered time worked.

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.

- (b) All part-time employees, upon the completion of their probationary period, shall receive one (1) day sick credit for every twenty-one (21) days worked, to a maximum accrual of fourteen (14) days.

Accumulated sick days shall be used to compensate for wages lost during an 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.

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

- (d) The Company agrees that it will not as a matter of general practice request medical certification in the case of absence, but rather such requests shall be made only where the employee's absence because of claimed illness has become questionable.

- (e) 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.

- 15.07** Where an employee is absent due to illness or injury which is compensable by Workers' Compensation, the following shall apply:
- (a) For those premium based benefits in which the employee was enrolled at the time the injury occurred, provided the employee continues to pay **their** share (if any) of the premium, then the Employer shall continue to pay its share of those premiums for the twelve (12) months following the date of the injury.
 - (b) Subsequent to the period referred to in (a) above, benefit coverage may be continued by the employee, provided the employee pays the total cost of the premiums to the Employer for each monthly period during the absence.
 - (c) The employee will not be eligible for paid holidays, sick leave or other benefits of this Agreement except where specified otherwise, during any absence covered by Workers' Compensation.
 - (d) Provided the employee returns to work within one hundred and four (104) consecutive weeks of the date of illness or injury, time spent on Workers' Compensation shall be considered as time worked for the purpose of calculating the current year's vacation entitlement under the terms of the Agreement.
- 15.08** The Employer shall have the right to change carriers for benefit coverage herein, at its discretion, subject to benefit coverage and services being equal or better than the existing coverage.
- 15.09** For those premium based benefit plans in which the employee was enrolled at the time the absence began, then provided the employee continues to pay their portion (if any) of the premium, the Employer will continue to pay its portion of the premium for the first eighteen (18) weeks of absence. Thereafter the employee may continue to participate in such plans by paying the entire premium. The details as to payment would be discussed with the employee on an individual basis.
- 15.10** Riverside Place – Axium Extencicare LTC II LP will possess liability insurance coverage, subject to the specific terms and conditions of the insurance policy and this will also be extended to the employees of the facility.

ARTICLE 16 - WAGES

- 16.01** Part-time employees movement through the wage grid – effective upon ratification - movement through the wage grid shall be based on 1 year shall equal **1725** hours paid.

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.

- 16.02** A Registered Practical Nurse working in a Charge Nurse capacity, shall be paid one dollar (\$1.00) per hour premium for all hours so worked.

- 16.03** Dietary Aide premium for cooking – during the term of this Agreement, a Dietary Aide assigned the duties of Cook shall be paid a premium of fifty cents (50¢) per hour worked, provided **they have their** cooking papers as per the job requirements of the Cook. Dietary Aide who does not possess the qualifications will continue to receive forty cents (40¢) per hour worked as a Cook.

- 16.04** Employees shall be paid a shift premium of thirty cents (30¢) per hour worked for all hours worked where the majority of hours are worked between 2:00 p.m. one day and 8:00 a.m. the next day.

In addition to shift premium, employees shall receive a thirty-five cents (35¢) per hour {effective January 1, 2020 – forty cents (40¢) per hour and effective January 1, 2022 forty-five cents (45¢) per hour} weekend premium payable between the start of the shift commencing on or about 2300 hours Friday, and the end of the shift ending on or about 2300 hours Sunday.

- 16.05** **Training**

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

All in services/online training will be done on work time and paid at the appropriate rate. During in-services/online training, employees will be backfilled in order to participate and/or complete.

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

Part-time pre-employment service will be recognized on the basis of one thousand six hundred (1600) 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/Registered Practical 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 Riverside Place – Axiom Extencicare LTC II LP within thirty (30) days of ratification of this Agreement.

ARTICLE 17 - HOLIDAY PAY PLAN

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

- | | | |
|-----|------------------------|------------------|
| (a) | New Year's Day | Labour Day |
| | Good Friday | Thanksgiving Day |
| | Victoria Day | Remembrance Day |
| | Canada Day | Christmas Day |
| | Civic Holiday (August) | Boxing Day |
| | Family Day | |

(b) An employee who works on any of the holidays shall receive time and one-half (1½) the regular rate for all hours worked on such holiday in addition to the holiday pay, or a day off with pay mutually agreed upon between the Employer and employee. In any event, the day off with pay shall be within ninety (90) days or as mutually agreed upon by the employee and the Employer but not to exceed 120 days.

(c) **Employees Scheduled off Work on a Holiday**

When any of the above-noted holidays fall on an employee's scheduled day off, the employee shall choose to have their holiday day paid out at the appropriate rate or receive a day in lieu that is mutually agreed upon

between the Employer and the employee within ninety (90) days. If the employee does not take their day in lieu by the ninety (90) days, the holiday will be paid out the next pay period.

- (d) The Employer agrees that it shall grant to full-time employees one (1) holiday, to be known as a float holiday, to each full-time employee who has completed the probationary period. Such holiday shall be granted during the calendar year at a time mutually agreed upon between the employee and the Employer. The employee shall make the request in writing to the Executive Director at least two (2) calendar weeks prior to the posting of the work schedule. In the event should a statutory holiday be legislated, this holiday shall be taken to replace the float holiday referred to herein. The float holiday may be accumulated at the rate it was earned.

Full-time employees with float accumulations must use them within twelve (12) months. All further floats to be used within the year it is granted.

Effective date of ratification, part-time employees with float accumulations must use them within twelve (12) months.

- 17.02** 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.

- 17.03** 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 his probationary period.
- (b) In order to qualify for holiday pay, an employee must work his full scheduled shift immediately preceding and immediately following the holiday unless absent for reasonable cause, wherein, the employee shall be entitled to holiday pay.
- (c) Any employee with seniority, who is scheduled to work on a holiday and who does not report for work shall forfeit his holiday pay, unless the absence is due to illness verified by a medical doctor's certificate.
- (d) Part-time employees will be paid holiday pay for all holidays listed in Article 16.01(a) pursuant to the formula used to calculate holiday pay under the *Employment Standards Act*.

- 17.04** Every employee shall be scheduled off work not less than three (3) consecutive days at either Christmas or New Year's. To accommodate this, scheduling rules may be suspended. Where a conflict exists between two (2) employees as to whether they would choose to be scheduled off at either Christmas or New Year's, the employee with the greatest seniority, within departments, shall receive first consideration. The Employer shall endeavour to schedule additional days off based on the operational needs of the Home, based on employees' seniority.
- 17.05** Full-time 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 (2) completed pay periods prior to the pay period in which the holiday is taken.
- 17.06** The employee shall normally provide ten (10) calendar days notice when requesting a day in lieu or an alternate day. In extenuating circumstances a lesser notice period shall be acceptable to the Employer.

ARTICLE 18 - VACATIONS

18.01 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 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	10% of total earnings
Twenty-two (22) years of service	12% of total earnings
Twenty-eight (28) years of service	14% of total earnings

18.02 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.

18.03 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.

18.04 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.

18.05 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.

18.06 Preference in Vacations

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

18.07 Vacation Schedules

Deadlines for submitting vacation requests shall be as follows:
For vacations falling in June, July and August, vacation requests must be made no later than June 1st. The vacation schedule for this period shall be posted no later than June 15th.

All vacations other than those for June, July and August must be received no later than 4:00 p.m. on Wednesday before the next schedule is to be posted.

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

18.08 Single Day Vacation

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

ARTICLE 19 - LEAVE OF ABSENCE

19.01 The Executive Director may grant or refuse a request for a leave of absence without pay for extenuating personal reasons, provided that he receives 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.

19.02 Leave of Absence for Union Business

The Employer shall grant leave of absence to employees to attend union conventions, seminars, education classes or other Union business, provided it does not disrupt the efficient running of the Home. It is understood that leave of absence for Union business shall be for no longer than a cumulative period of twenty-one (21) days in any calendar year.

19.03 It is understood that the Union will not request leave of absence for more than two (2) employees on any one occasion from within the same Department unless adequate staffing is available, as determined by the Employer. The Union undertakes to be responsible for the payment of

wages for such employees during their leave of absence. The Employer agrees to continue to pay individual employees on a leave of absence pursuant to this Article their regular wages, and continue all benefits, service and seniority, and in turn, the Employer will bill the Union for the amount of the wages.

19.04 An employee who becomes a full-time officer of the Union shall be granted leave of absence without pay by the Employer for a period of time not to exceed two (2) years.

19.05 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.

- .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.

19.06 Jury Duty

An employee required to serve as a juror or summoned as a witness, but not a party to the action shall be granted leave of absence without loss of seniority for the period of time required by the court.

The Employer shall pay such an employee the difference between his normal earnings, and the payment he received for jury services or court witnesses. The employee will present proof of service, and the amount of pay received.

19.07 The employee is required to notify the Employer as soon as possible of selection for jury duty or court witness.

19.08 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. The 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 11. 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.

19.09 Leave of Absence Rules

Employees on leaves of absence, other than leaves granted under Article 12, will not engage in gainful employment while on such leave, and if they do so, they forfeit all seniority rights and privileges under this Agreement, and shall be deemed to have terminated their employment.

- 19.10** The parties support individual employees who desire to further their qualifications or education. To that end, special consideration will be given to leaves of absences, or scheduling accommodations, to accommodate this objective.

ARTICLE 20 - GENERAL

20.01 Upgrading

If the Employer requires an employee to upgrade or maintain **their** skills and/or qualifications in order to perform the work required, the cost of tuition and textbooks shall be borne by the Employer.

20.02 Job Descriptions

The Employer will supply to the Union job descriptions for all bargaining unit positions, and as the Employer amends those descriptions, revised copies will also be supplied to the Union.

20.03 Uniforms

Effective date of ratification, the Employer shall pay in the first week of June, an annual amount of one hundred and twenty-five (\$125.00) for full-time employees and seventy-five (\$75.00) for part-time employees. This compensation shall assist employees in the purchase of uniforms and shoes.

20.04 At the time of their annual appraisal, an employee may review their personal personnel file, and upon request, will be provided copies of any documents contained in that file.

20.05 Any employee who is absent from work because of disability for more than fifteen (15) days may be required to contact the Executive Director, **their** designate, at intervals of not less than fifteen (15) days for the purpose of reviewing with the Executive Director their status, and for providing any information as to when they may be returning to work. This sub-article is effective only where the Employer gives notice to the employee that they intend to require such contact.

20.06 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. Meetings will be held quarterly unless otherwise agreed.

20.07 There shall be no duplication or pyramiding of any premiums (i.e. shift, weekend, overtime, sick, holiday, etc.) for the same hours. “Pyramiding” is defined as (but not limited to) a premium on top of a premium: time and one-half on time and one-half or premiums calculated at overtime rates.

20.08 Health and Safety

The parties agree that if incidents involving aggressive client action occur, such action will be recorded and reviewed at the Occupational Health and Safety Committee. Reasonable steps within the control of the Employer

will follow to address the legitimate health and safety concerns of employees presented in that forum.

20.09 No Discrimination

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.

20.10 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.

20.11 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.

20.12 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.

20.13 The parties agree that influenza vaccinations may be beneficial for resident and employees. Upon a recommendation pertaining to a facility or a specially 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 contraindicated, 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 21 - DURATION OR TERMINATION

21.01 This Agreement shall be effective from January 1, 2023 to December 31, 2024, and shall continue in full force and effect until a new Agreement is reached.

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

Retroactive payment is to be made within the next two pay periods from the date of notice of ratification and applies to wages only based on hours paid by the Employer. Employees who have left their employment will be notified by pre-paid post addressed to their last known addressed. Entitlement is lost if not claimed within thirty (30) days.

SIGNED THIS 7 DAY OF February, 2025.

**RIVERSIDE PLACE
AXIUM EXTENCICARE LTC II LP**

David Towers
David Towers (Feb 7, 2025 11:29 EST)

Alifah Ali

**CANADIAN UNION OF PUBLIC
EMPLOYEES AND ITS LOCAL 2028**

Cheryle Jenkins
Cheryle Jenkins (Jan 27, 2025 14:53 EST)

alfia
alfia (Jan 27, 2025 15:39 EST)

SCHEDULE “A”

Classification	Step	Expired Rate		January 1, 2023 (3.5%)	January 1, 2024 (3.5%)
Dietary Aide Housekeeping Laundry Aides	Probation	16.43		17.01	17.60
	After 450 hours	19.41		20.09	20.79
	1 year	20.14		20.84	21.57
	2 years	21.22		21.96	22.73
Nurse Aide	Probation	16.61	19.61	20.30	21.01
	After 450 hours	19.54	22.54	23.33	24.15
	1 year	20.22	23.22	24.03	24.87
	2 years	21.42	24.42	25.27	26.16
Health Care Aide	Probation	16.90	19.90	20.60	21.32
	After 450 hours	19.83	22.83	23.63	24.46
	1 year	20.54	23.54	24.36	25.22
	2 years	21.69	24.69	25.55	26.45
Activity Aide	Probation	16.61		17.19	17.79
	After 450 hours	19.54		20.22	20.93
	1 year	20.22		20.93	21.66
	2 years	21.42		22.17	22.95
R.P.N.	Probation	21.98		22.75	23.55
	After 450 hours	23.50		24.32	25.17
	1 year	24.33		25.18	26.06
	2 years	26.30		27.22	28.17
Student	Probation	13.48		13.95	14.44
	After 450 hours	14.46		14.97	15.49
	1 year	14.73		15.25	15.78
	2 years	15.00		15.53	16.07
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

Progression through the wage grid for full-time employees is based on years of service as shown, and for part-time employees is based on hours worked as shown.

An employee is eligible to be a Health Care Aide if they possess a Health Care Aide certificate from a Community College, or if they are registered with the Ontario College of Nurses.

SCHEDULE “B”

Classification	Step	Expired Rate	January 1, 2023 (3.5%)	January 1, 2024 (3.5%)
R.N.	Probation	26.04	26.95	27.89
	After 350 hours	26.04	26.95	27.89
	1 year (after 1,600 hours)	27.04	27.99	28.97
	2 years (after 3,200 hours)	28.27	29.26	30.28
	3 years (after 4,800 hours)	29.24	30.26	31.32
	4 years (after 6,400 hours)	32.36	33.49	34.66
	5 years (after 8,000 hours)	33.65	34.83	36.05
	6 years (after 9,600 hours)	35.25	36.48	37.76
	7 years (after 11,200 hours)	36.77	38.06	39.39
	8 years (after 12,800 hours)	39.88	41.28	42.72
	9 years (after 14,400 hours)	42.10	43.57	45.10

Registered Nurses Wage Grid

Hourly rates based on an eight-hour paid day.

For Registered Nurses working the day shift on Saturdays, Sundays, or recognized holiday, when a Manager is not in the building, the Registered Nurse will be paid a charge premium of \$1.00 per hour.

Progression through the wage grid for full-time employees is based on years of service as shown, and for part-time employees is based on hours worked as shown.

SCHEDULE “C”

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 #1

between

RIVERSIDE PLACE – AXIUM EXTENDICARE LTC II LP

and

CANADIAN UNION OF PUBLIC EMPLOYEES AND ITS LOCAL 2028

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 Article 7.

SIGNED THIS 7 DAY OF February, 2025.

**RIVERSIDE PLACE
AXIUM EXTENDICARE LTC II LP**

**CANADIAN UNION OF PUBLIC
EMPLOYEES AND ITS LOCAL 2028**

David Towers
David Towers (Feb 7, 2025 11:29 EST)

Cheryle Jenkins
Cheryle Jenkins (Jan 27, 2025 14:53 EST)

Ajifah Ali

alfia
alfia (Jan 27, 2025 15:39 EST)

LETTER OF AGREEMENT #2

between

RIVERSIDE PLACE – AXIUM EXTENDICARE LTC II LP

and

CANADIAN UNION OF PUBLIC EMPLOYEES AND ITS LOCAL 2028

Re: Workplace and Sexual Harassment

The parties have agreed to the following process for resolving complaints lodged regarding harassment in the workplace:

1. In the event a written complaint is raised by an employee, the Employer and the Union will investigate the complaint with the objective of reaching a recommendation to resolve the complaint. The employee(s) and Employer(s) investigating the complaint must be uninvolved.
2. In the event the complaint is not resolved the complaint may be processed through the grievance procedure.

SIGNED THIS 7 DAY OF February, 2025.

**RIVERSIDE PLACE
AXIUM EXTENDICARE LTC II LP**

David Towers
David Towers (Feb 7, 2025 11:29 EST)

Azifah Ali

**CANADIAN UNION OF PUBLIC
EMPLOYEES AND ITS LOCAL 2028**

Cheryle Jenkins
Cheryle Jenkins (Jan 27, 2025 14:53 EST)

alfia
alfia (Jan 27, 2025 15:39 EST)

LETTER OF AGREEMENT # 3

between

**RIVERSIDE PLACE – AXIUM EXTENDICARE LTC II LP
and**

CANADIAN UNION OF PUBLIC EMPLOYEES AND ITS LOCAL 2028

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 7 DAY OF February, 2025.

**RIVERSIDE PLACE -
AXIUM EXTENDICARE LTC II LP**

David Towers
David Towers (Feb 7, 2025 11:29 EST)

Ajifak Ali

**CANADIAN UNION OF PUBLIC
EMPLOYEES AND ITS LOCAL 2028**

Cheryle Jenkins
Cheryle Jenkins (Jan 27, 2025 14:53 EST)

alfia
alfia (Jan 27, 2025 15:39 EST)

LETTER OF UNDERSTANDING

between

RIVERSIDE PLACE – AXIUM EXTENDICARE LTC II LP

and

CANADIAN UNION OF PUBLIC EMPLOYEES AND ITS LOCAL 2028

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 7 DAY OF February, 2025.

**RIVERSIDE PLACE
AXIUM EXTENDICARE LTC II LP**

David Towers
David Towers (Feb 7, 2025 11:29 EST)

Afifak Ali

**CANADIAN UNION OF PUBLIC
EMPLOYEES AND ITS LOCAL 2028**

Cheryle Jenkins
Cheryle Jenkins (Jan 27, 2025 14:53 EST)

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LETTER OF UNDERSTANDING

between

RIVERSIDE PLACE – AXIUM EXTENDICARE LTC II LP

and

CANADIAN UNION OF PUBLIC EMPLOYEES AND ITS LOCAL 2028

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 Practical 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 Riverside Place – Axium Extendicare LTC II LP within thirty (30) days of ratification of this Agreement.

SIGNED THIS 7 DAY OF February, 2025.

**RIVERSIDE PLACE
AXIUM EXTENDICARE LTC II LP**

David Towers
David Towers (Feb 7, 2025 11:29 EST)

Alifak Ali

**CANADIAN UNION OF PUBLIC
EMPLOYEES AND ITS LOCAL 2028**

Cheryle Jenkins
Cheryle Jenkins (Jan 27, 2025 14:53 EST)

alfia
alfia (Jan 27, 2025 15:39 EST)

LETTER OF AGREEMENT

between

RIVERSIDE PLACE – AXIUM EXTENDICARE LTC II LP

and

CANADIAN UNION OF PUBLIC EMPLOYEES AND ITS LOCAL 2028

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 7 DAY OF February, 2025.

**RIVERSIDE PLACE
AXIUM EXTENDICARE LTC II LP**

David Towers
David Towers (Feb 7, 2025 11:29 EST)

Ajefah Ali

**CANADIAN UNION OF PUBLIC
EMPLOYEES AND ITS LOCAL 2028**

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PAY EQUITY AGREEMENT

between

RIVERSIDE PLACE – AXIUM EXTENDICARE LTC II LP

and

CANADIAN UNION OF PUBLIC EMPLOYEES AND ITS LOCAL 2028

This Pay Equity Agreement applies to all employees represented by the Union, employed by the Employer.

The parties agree that the classifications in the Collective Agreement constitute female job classes and the current differentials between job classifications in the bargaining unit shall be maintained, except as it may be modified in collective bargaining.

The parties agree that the three percent (3%) payment in 1995 which exceeded the Employer's minimum obligation by two percent (2%) carries forward and captures the obligations up to and including December 31, 2000.

The adjustments in this Agreement resolve all current outstanding issues of pay equity and the obligations under the Proxy Pay Equity Plan for 2001, 2002, 2003.

The Pay Equity adjustments will be as follows:

Effective July 1, 2001, seven (\$.07) cents per hour; which was paid.

Effective July 1, 2002, eight (\$.08) cents per hour.

Effective July 1, 2003, fifteen (\$.15) cents per hour.

Effective September 1, 2003, ten (\$.10) cents per hour.

The parties further agree that the following additional pay equity adjustments resolve the remaining pay equity obligations and will be paid on the following dates:

Effective July 1, 2004, ten (\$.10) cents per hour.

Effective January 1, 2005, ten (\$.10) cents per hour.

Effective January 1, 2008, ten (\$.10) cents per hour.

Any new classifications that may be created in the bargaining unit shall be deemed to achieve pay equity through the application of the "new classification" clause of the Collective Agreements. If an agreement does not now contain such a provision, the attached provision shall be utilized for pay equity purposes.

The parties agree that there was no requirement for a pay equity adjustment at times other than those as identified in the Memorandum of Settlement.

The parties agree that this agreement satisfies any and all requirement of the Pay Equity Act.

SIGNED THIS 7 DAY OF February, 2025.

**RIVERSIDE PLACE -
AXIUM EXTENDICARE LTC II LP**

David Towers
David Towers (Feb 7, 2025 11:29 EST)

**CANADIAN UNION OF PUBLIC
EMPLOYEES AND ITS LOCAL 2028**

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