

# COLLECTIVE AGREEMENT

BETWEEN:

1508669 Ontario Limited  
o/a WEST PARK HEALTH CENTRE  
(Nursing Home)

(hereinafter called the "Employer")

OF THE FIRST PART

AND:

CANADIAN UNION OF PUBLIC EMPLOYEES,  
Local 1263

(hereinafter called the "Union")

OF THE SECOND PART

**Effective January 1, 2024 Expires December 31, 2025**

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## COLLECTIVE AGREEMENT

BETWEEN:

1508669 Ontario Limited  
o/a WEST PARK HEALTH CENTRE  
(Nursing Home)  
*(Formerly Chatelaine Villa Nursing Home)*  
  
(hereinafter called the "Employer")

OF THE FIRST PART

AND:

CANADIAN UNION OF PUBLIC EMPLOYEES,  
Local 1263

(hereinafter called the "Union")

OF THE SECOND PART

### ARTICLE 1 - PURPOSE

- 1.01 (a) To maintain the existing harmonious relations and settled conditions of employment between the Employer and the Union;
- (b) To recognize the mutual value of joint discussions and negotiations in all matters pertaining to working conditions, hours of work and scale of wages, etc.;
- (c) Ensure harmonious and efficient operation of West Park Health Centre as a public service institution intended to provide adequate services to the general public;
- (d) Provide for the prompt and peaceful adjustment of differences which may arise between employees and the Employer;
- (e) Set forth the rates of pay, hours of work and other conditions of employment to be observed by the parties;
- (f) To promote the morale, well-being and security of all the employees in the bargaining unit of the Union.

### ARTICLE 2 - RECOGNITION

- 2.01 The Employer recognizes the Union as the sole and exclusive bargaining agent for all employees of West Park Health Centre Nursing Home at St. Catharines, Ontario, save and except Nursing Supervisor and persons above the rank of

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Nursing Supervisor, professional medical staff, graduate dieticians, graduate pharmacists, social workers, undergraduate pharmacists, student dieticians, office staff, Program Director and Program Co-ordinator.

- 2.02 The word “employee” in this Agreement shall mean the employees of the Employer for whom the Union is the bargaining agent as set out in Section 2.01.
- 2.03 No employee included within the scope of this Agreement shall be required or permitted to make any written or verbal agreement with the Employer or its representatives which conflicts with the terms of this Agreement.
- 2.04 Persons not covered by the terms of this Agreement will not work on jobs which are normally done by employees covered by this Agreement except for the purposes of instruction, experimenting or in emergencies when regular employees are not readily available.
- 2.05 The Employer will not contract out any work of the bargaining unit if such contracting out results in layoffs or reduces the regular number of hours of work of any regular employee in the bargaining unit.

### ARTICLE 3 - DEFINITION OF EMPLOYEES

- 3.01 Employees shall be defined in this Agreement in the following categories:
- (a) Full time employees are employees who work more than twenty-two and one-half (22 ½) hours per week.
  - (b) Regular Scheduled Part time employees are employees who work twenty-two and one-half (22 ½) hours per week or less.
  - (c) On call part time employees are employees who are on a standby basis and who fill in for full and part time employees on short notice for periods of short duration.

### ARTICLE 4 - UNION SECURITY

- 4.01 All employees of the Employer, as a condition of continuing employment, shall become and remain members in good standing of the Union, according to the Constitution and bylaws of the Union.

### ARTICLE 5 - CHECKOFF OF UNION DUES

- 5.01 The Employer agrees to deduct such regular monthly Union dues, as are levied upon all members of the Union in accordance with its Constitution and Bylaws, from each pay period of all present employees and of all new employees, after

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thirty (30) calendar days of employment. The provision to come into effect the first pay period following the implementation of this Agreement.

- 5.02 The amount of such bi-weekly Union dues shall be certified to the Employer by the Secretary-Treasurer of the Union Local.
- 5.03 Deductions shall be made from each pay and shall be forwarded to the Secretary-Treasurer of the Union at such address as the Union notifies the Employer, payable to CUPE Local 1263. Such dues shall be forwarded by the fifteenth (15<sup>th</sup>) day of the month following the month for which they were deducted, accompanied by a duplicate list of names and addresses and current phone numbers of all employees from whose wages the deductions have been made.
- 5.04 The Union shall indemnify and save the Employer harmless with respect to all dues so deducted and remitted, and shall further indemnify and save the Employer harmless against any claim brought in respect of any dismissal directed by the Union.
- 5.05 When issuing T-4 slips to employees, the Employer shall include on such slips the amount of Union dues deducted for that year.

#### ARTICLE 6 - THE EMPLOYER AND THE UNION SHALL ACQUAINT NEW EMPLOYEES

- 6.01 The Employer agrees to acquaint new employees with the fact that a Union agreement is in effect, and with the conditions of employment set out in the articles dealing with Union Security and Dues Checkoff.
- 6.02 On commencing employment, the employee's immediate supervisor shall introduce the new employee to their Union Steward or representative, and Health and Safety Representative, who will provide them with a copy of the Collective Agreement, after the probationary period is complete as per Article 13.
- 6.03 The Unit Officer or designated representative of the Local Union shall be given an opportunity to interview each new employee at a mutually convenient time within regular working hours and without loss of pay during the first (1<sup>st</sup>) month of employment for the purpose of discussing with the new employee the benefits and duties of Union membership and their responsibilities and obligations to the Employer and the Union. Such interview shall be limited to fifteen (15) minutes. The care and service of residents shall at all times be paramount.

#### ARTICLE 7 - NO DISCRIMINATION

- 7.01 The parties agree that there shall be no discrimination, interference, restriction, or coercion exercised or practised with respect to any employee in the matter of

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wage rates, training, upgrading, promotion, transfer, layoff, recall, discipline, discharge solely on grounds of age, race, creed, colour, national origin, political or religious affiliation, sex or marital status, sexual orientation, place of residence in accordance with the Ontario Human Rights Code nor by reason of their membership or activity or lack of activity in the Union.

## ARTICLE 8 - RELATIONSHIP

- 8.01 The Union acknowledges that it is the exclusive right and function of the Employer to:
- (a) Maintain order, discipline and efficiency;
  - (b) Hire, classify, direct, transfer, promote, layoff;
  - (c) Discharge, demote and suspend or otherwise discipline employees for just cause;
  - (d) Generally, to manage the enterprise in which the Employer is engaged and, without restricting the generality of the foregoing, to determine the work to be done, locations, methods, and tools to be used, processes and control of materials and parts to be incorporated in the work.
- 8.02 (a) The Employer also has the right to make and alter from time to time rules, regulations and policy to be observed by the employees, provided that no change shall be made by the Employer in such rules, regulations and policies without prior notice to and discussion with the Union;
- (b) Copies of all rules and regulations adopted by the Employer which affect the employees in the bargaining unit are to be:
- (i) forwarded to the Unit Officer and the Union Office; and
  - (ii) posted on all bulletin boards.
- 8.03 The Employer agrees that these functions in Article 8 will be exercised in a manner consistent with the provisions of this Agreement and a claim that the Employer has exercised these rights in a manner inconsistent with any of the provisions of this Agreement, may be the subject of a Grievance.
- 8.04 All provisions of this Agreement are subject to applicable laws now or hereafter in effect. If any law not existing or hereafter enacted, or proclamation or regulation shall invalidate any portion of this Agreement, the remainder of the Agreement shall remain in full force and effect. In the event of any amalgamation, annexation, merger or other corporate change affecting the Corporation, the Ontario Labour Relations Act shall apply.

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## ARTICLE 9 - UNION COMMITTEE AND STEWARDS

- 9.01 No individual employee or group of employees shall undertake to represent the Union at meetings with the Employer without proper authorization of the Union. In order that this may be carried out, the Union shall notify the Employer in writing of the names of its officers, President, Vice President - Private Homes, Unit Officer, Stewards and Union Committee and the area over which each steward is responsible. The Employer shall notify the Union in writing of the names of the Employer's officials who have functions under this Agreement and stating their positions.
- 9.02 The Union shall have the right at any time to have the assistance of their National Representative when dealing or negotiating with the Employer. Such representatives shall have access to the Employer's premises on reasonable prearranged appointment with the Employer and so not to disrupt the operation of the business, in order to investigate and assist in the settlement of a Grievance.

Prior to this investigation such National Representative or their designate will be required to notify the Executive Director or their representative, of their presence in West Park Health Centre Nursing Home.

- 9.03 The Employer will recognize:
- (a) Three (3) Stewards and a Unit Officer, all of whom shall be employees of the Employer;
  - (b) A Grievance Committee of four (4) people, the President and Vice President - Private Homes of the Local and their representatives, the Unit Officer or Steward involved;
  - (c) A Union Bargaining Committee shall be elected or appointed and consist of five (5) members of the Union, three (3) of whom shall be the President, Vice President - Private Homes and the Unit Officer, for the purposes of renewing or amending the Collective Agreement. The Union will advise the Employer of the Union nominees to the Committee.
  - (d) (i) A labour management committee shall be set up consisting of three (3) employee representatives of the Union and three (3) representatives of the Employer.

The parties shall meet three (3) times per year, dates for the three (3) meetings will be scheduled no later than January 31, of the current year. However, if neither party has any issues the pre scheduled meeting may be cancelled.

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The Committee shall concern itself with matters of the following general nature:

- (1) Improvement of employee relations;
- (2) Increasing operating efficiency by promoting co-operation in effecting economy moves;
- (3) Improvement of service to the patients and public;
- (4) Promotion of safety and sanitary practices and the observance of safety rules;
- (5) Suggestions from employees, questions of working conditions and service (but not Grievances concerned with service);
- (6) Correction of conditions making for Grievances and misunderstanding;
- (7) Promotion of education and training of the staff;
- (8) And such other matters of mutual concern as the parties deem properly within their jurisdiction.

(ii) Meetings of the Labour Management Committee shall be held at times mutually agreeable to both parties. A statement outlining the matters for discussion will be submitted by each party not less than five (5) working days prior to the time of the scheduled meeting, except in case of an emergency. The resolution of decisions reached at such meetings shall be forwarded to the Union within fourteen (14) days. The Union agrees to reply in writing within seven (7) days, noting its agreement or pointing out any inaccuracies in the resolution.

(e) In selecting its members for a Bargaining or Grievance committee the Union will ensure that it will do so in a way which does not interfere with the effective operation of the facility.

9.04 The Unit Officer and Stewards have regular duties to perform on behalf of the Employer. No such employee will absent themselves from their regular duties unreasonably in order to deal with Grievances or other Union business; nor will they leave their regular duties prior to receiving permission from their Supervisor. Such permission to leave will not be unreasonably withheld.

9.05 The Employer will compensate the Unit Officer and Stewards for regularly scheduled work time spent in servicing Grievances and attending meetings between the parties. Employee representation at meetings between the parties

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related to future amendment to the collective agreement will be compensated up to but not including Conciliation. This applies strictly to employees of the Employer.

## ARTICLE 10 - GRIEVANCE PROCEDURE

### 10.01 Formal Complaint

It is the mutual desire of the parties hereto that a complaint of an employee shall be resolved as promptly as possible. It is understood that an employee has no Grievance until they have first discussed their complaint with their immediate supervisor without satisfaction. Such discussion of the complaint shall be carried on in a private location such as a closed-in office. The employee may, if they wish, be accompanied by their Steward or in the Steward's absence, the Vice President - Private Homes. Should any difference arise between the Employer and any employee from the interpretation, application, administration or alleged violation of the provisions of this Agreement, an earnest effort shall be made to settle such difference without undue delay, in the following manner. Nothing herein shall, however, disrupt or unreasonably impair the operation of the Nursing Home or resident care.

Such complaint shall be discussed with their Supervisor within seven (7) days after the circumstances giving rise to the event. The Supervisor shall give their reply in writing within seven (7) days.

Failing satisfactory settlement, the Grievance procedure herein shall apply.

10.02 STEP 1 - In the first instance, an employee shall take up any such Grievance in writing direct with the Executive Director or designate, within eight (8) days of the event upon which the Grievance is based. The Executive Director or designate shall, if requested by the employee, arrange for the presence of their Steward at a meeting to be scheduled within five (5) days of the receipt of the grievance. The Executive Director or designate will give their decision in writing within four (4) days of the meeting. Where the Executive Director and the employee's Immediate Supervisor and the Department Head are one and the same person, Step 1 of this Grievance Procedure shall be bypassed.

10.03 STEP 2 - If not then settled in Step 1, the Grievance may within five (5) days, be dealt with by the Union Grievance Committee and the Executive Director or designate at a meeting to be scheduled within ten (10) days of the submission. The decision of the Employer shall be given in writing within ten (10) days after the meeting at which it was discussed.

The Grievor, the CUPE National Representative, CUPE Local President, CUPE Local Vice President – Private Homes and Employee Representatives have the right to attend this meeting.

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#### 10.04 Employer Grievance

It is also the mutual desire of the parties that a complaint of the Employer may be resolved by reference to Grievance Procedure. It is understood that this and the following paragraphs relating to Employer Grievance in no way restrict or limit the rights or powers of the Employer under Article 8 but provide a course which the Employer may in its sole discretion exercise together with or in lieu of any rights which the Employer may have under Article 8 and otherwise in law.

10.05 The Employer may submit a Grievance within eight (8) days of the event upon which the Grievance is based, in writing, setting out the facts and problems leading to the Grievance and setting forth the requested solution to the problem. A copy of such documentation shall be supplied by the Employer to the Union Grievance Committee which Committee shall meet with the Employer within seven (7) days of the submission. Should the Union Grievance Committee and the Employer agree to a course of action to resolve the problem referred to in the Grievance, then such decision shall be committed to writing signed by the Employer and each member of the Union Grievance Committee and thereafter such decision shall be binding upon the Union, the Employer, all employees of the Employer and shall be final and binding. If no such agreement can be reached, the Grievance of the Employer may at the Employer's discretion be submitted to Arbitration.

#### 10.06 Mediation

Both parties must agree to the assistance of a Grievance Mediation Officer. The cost of the services of a Mediation Officer shall be jointly shared by both parties.

If no settlement is reached in mediation the time limits to apply for arbitration will commence the day after the mediation meeting.

#### 10.07 Arbitration

(a) If the Employee Grievance is still not settled, the Union may notify the Employer within thirty (30) days of the reply in Step 2, of their desire to proceed to Arbitration. In the case of an Employer Grievance, the Employer may notify the Union Grievance Committee within thirty (30) days of the meeting in Article 10.05, of its intention to submit the matter to Arbitration;

(b) The parties will each appoint an Arbitrator within five (5) days after the notification from or to the Union has been received and will promptly advise the other party of the name of their nominee;

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- (c) The two nominees will then attempt to agree upon a Chairman and if they cannot agree within a further fifteen (15) days, then such Chairman shall be appointed by the Minister of Labour at the request of either party;
  - (d) Each of the parties hereto shall bear the expense of the nominee appointed by it and the parties shall jointly bear the expense of the Chairman;
  - (e) The Arbitrators shall not be authorized to alter, modify or amend any part of this Agreement, nor to make any decision inconsistent with the provisions thereof;
  - (f) The proceedings of the Arbitration Board will be expedited by the parties hereto and the decision of the majority of such Board will be final and binding on the parties hereto. In case there is no majority of the Board, then the decision of the Chairman shall be similarly final and binding;
  - (g) No Grievance shall be submitted for Arbitration which does not involve a question concerning the interpretation, application, administration or alleged violation of this Agreement. The party receiving notice of Arbitration may, within fifteen (15) days of its receipt, give written notice to the other party objecting that the matter is not arbitrable in that it does not involve an interpretation, application, administration or alleged violation of this Agreement. In such case, the Arbitration Board shall endeavour to decide that question before dealing with the matter on the merits. However, such decision shall not be permitted to delay the proceedings so that a further sitting is required. In such case, the Arbitration Board shall reserve judgement on the question of arbitrability and proceed with the matter on the merits. The Board in its award shall first deal with the question of arbitrability and if it is decided that the matter does not involve an interpretation, application, administration or alleged violation of the Agreement, then the Arbitration Board shall not consider the matter further and the decision of the Employer or the Union Committee, in the case of an Employer Grievance, shall stand.
  - (h) The parties have the option of submitting the dispute to a single Arbitrator as provided in Section 49 of the Labour Relations Act.
- 10.08 At any stage of the Grievance Procedure, including Arbitration, the conferring parties may have the assistance of the employee or employees concerned and any necessary witnesses.
- 10.09 Group Grievance - Within eight (8) days of the event upon which the Grievance is based, the Employer or the Union may submit a Grievance in writing to the other, alleging the violation of a term of this Agreement. Such a Grievance shall set out the facts and the section or sections claimed to be violated or relied upon and the matter shall be dealt with in accordance with Step 1 and the balance of the

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Grievance Procedure. No Grievance shall be submitted by the Union under Section 10.09 unless it involves:

- (a) Two (2) or more employees, and provided that the matter has first been discussed with the supervisor concerned, or
- (b) Any number of employees working for different supervisors.

10.10 Policy Grievance - The Union and its representatives shall have the right to originate a policy Grievance which shall be dealt with in accordance with Step 1 and the balance of the Grievance Procedure.

10.11 If a Grievance is not submitted within the time limit provided, it shall be deemed to be abandoned.

10.12 "Days" for the purpose of this Article shall not include Saturdays, Sundays or paid holidays.

10.13 Any of the time limits in this Article may be extended by mutual agreement of the parties in writing.

10.14 A copy of all correspondence regarding grievances shall be sent to the Union Office attention Vice President - Private Homes.

#### ARTICLE 11 - DISCHARGE AND DISCIPLINE CASES

11.01 (a) Whenever the Employer deems it necessary to censure an employee in a manner indicating that dismissal or suspension may follow, or suspend or discharge such employee, the Unit Officer or a Steward shall be present at any meeting between the employee and the Employer at which these matters are discussed. The Employer will supply the Union with a copy of any disciplinary or warning letter within five (5) working days of the Employer having knowledge of the act or occurrence in question. All letters of discipline shall state the particular reasons for such discipline.

Should an employee not want a Union representative to be present they shall inform the Employer of their wishes which shall be recorded in writing. In such case the Employer shall not be obliged to have a Union representative present.

(b) Any Grievance resulting from a disciplinary or warning letter shall be processed through the Grievance Procedure as per Article 10;

(c) The Employer shall make available to an employee or an Officer of the Union, with the consent of the employee concerned, any report concerning their work which may be on file including particulars of any complaint that may be

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detrimental to the employee's advancement or standing with the Employer. Coaching and counselling letters, it is agreed, are not detrimental to an employee's advancement or standing with the Employer. The Employer shall provide the Union with a copy of such coaching or counselling letters within five (5) working days.

Any Coaching or counselling letters shall be removed from an employee's file after eighteen (18) months.

(d) An employee shall be allowed to view their personnel file upon written request to their Manager. The Manager will arrange with the staff a mutually agreeable date, time and place within 14 days. Any disciplinary action or complaint shall be removed from an employee's record after eighteen (18) months of a clear disciplinary record and shall not be used against them thereafter.

11.02 (a) The Employer will notify the Union and the employee in all discharge or suspension cases as soon as possible and not later than four (4) working days after the discharge or suspension giving the name of the employee concerned and the reason for the discharge or suspension.

(b) Discharge or Suspension Grievance

A claim by an employee who has completed their probationary period that they have been discharged or suspended without just cause, shall, if the Union so elects, be treated as a Grievance if a written statement of such Grievance is lodged with the Business Executive Director or their representative at Step 1 within five (5) working days after the discharge or suspension, or within five (5) working days after the Union has been notified, whichever is the later.

(c) Such Grievance may be settled by confirming the Employer's action or by reinstating the employee with compensation for earnings lost or by any other arrangement which is just and equitable in the opinion of the conferring parties or by the Arbitration Board.

ARTICLE 12 - NO STRIKES OR LOCKOUTS

12.01 During the life of this Agreement, the Union agrees there will be no strike and the Employer agrees that there will be no lockout. The definition of the words "strike" and "lockout" shall be those set forth in the Labour Relations Act, Ontario, as amended from time to time.

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### ARTICLE 13 - PROBATIONARY PERIOD

- 13.01 (a) An employee shall be placed on the seniority list as at the date of their hiring, after a probationary period of three hundred and thirty-seven and one half (337.5) hours worked.
- (b) Until an employee completes their probationary hours, they shall be known as a probationary employee. The discharge of a probationary employee is at the discretion of the Employer, provided it is not done for discriminatory or arbitrary reasons. However, the Employer shall notify the probationary employee in writing, with a copy to the Union, of the reasons for the discharge within three (3) days of the discharge taking place. Probationary employees shall be entitled to all rights and privileges as expressly provided elsewhere in this Agreement.

### ARTICLE 14 - SENIORITY

14.01 It is understood that all the following seniority rights are designed to give to each employee, according to their seniority with the Employer, an equitable measure of job choice and job security consistent with the efficient operations of the business.

14.02 (a) All employees full-time, regularly scheduled part time and on call part time, will have their seniority and service calculated by the date of hire.

Advancement of both seniority and service for regularly scheduled part time and on call part time employees shall be on the basis of eighteen hundred (1800) hours paid equals one (1) year; for full-time employees it shall remain the date of hire.

For clarity, service shall apply to advancement on the vacation and wage grids.

- (b) The Employer shall prepare two seniority lists, one for full time employees and one for regularly scheduled part time and on call part time employees.
- 14.03 (a) The Employer shall prepare copies of the lists and fax or email copies to the Union. The list shall be brought up to date every six (6) months, January and July of each year, and copies shall be likewise posted to the Union Bulletin Board. At any time during working hours, up-to-date seniority information shall be available to the Union President or their representative upon reasonable advance application to the proper administration office;
- (b) On-call part time employees may bid on temporary or permanent positions pursuant to Article 16.

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#### 14.04 Transfers Between Part Time and Full Time Positions

- (a) When an employee transfers from a full time to regular scheduled part time or on call part time, they shall be transferred to the part time seniority list by taking, years from date of hire X 1800 hours = hours paid;
- (b) When an employee transfers from regularly scheduled part time or on call part time to full time, they shall be transferred to the full time seniority list by taking hours paid divided by 1800 hours = seniority date;
- (c) For the purpose of vacation scheduling, layoffs, recalls, promotion and transfers, a regularly scheduled part time or on call part time employee, when seniority is being compared with a full time employee, shall have their seniority date recalculated to full time seniority in accordance with the above.

#### ARTICLE 15 - LOSS OF SENIORITY

15.01 An employee shall not lose seniority rights if they are absent from work because of sickness, accident, layoff or leave of absence approved by the Employer. An employee shall only lose their seniority for the following reasons:

- (a) if an employee quits;
- (b) after twenty-four (24) consecutive months of layoff;
- (c) if an employee is discharged and the discharge is not reversed through the Grievance Procedure;
- (d) if an employee has been absent for five (5) consecutive working days without having been granted a leave of absence in accordance with Article 24;
- (e) if an employee is laid off and fails to return to work within five (5) working days after being notified by registered mail to their last known address on the Employer's records, to report for work and does not give a satisfactory reason;
- (f) if an employee overstays a leave of absence granted by the Employer in writing and does not secure an extension of such leave, or provide a reason satisfactory to the Employer for the overstaying of such leave.
- (g) If an employee is absent due to sickness or accident for thirty (30) months.

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## ARTICLE 16 - JOB POSTINGS

### 16.01 Both parties recognize:

- (a) the principle of promotion with the service of the Employer;
- (b) that job opportunity should increase in accordance with the employee's seniority. Therefore, in making staff changes, transfers or promotions, appointment shall be made of the applicant with the greatest seniority and having the required qualifications.

When a regularly scheduled part time or on call part time employee is competing for a job posting with a full time employee, such regularly scheduled part time or on call part time employee shall have their seniority date adjusted in accordance with Article 14.04 of this Agreement prior to the awarding of the job.

### 16.02 The Employer shall be free to temporarily fill any vacancy during any posting period by appointing a qualified person, in accordance with seniority.

### 16.03 Employees shall work on jobs assigned to them by the Employer from time to time, provided that the right to make permanent transfers, shall, subject to Article 16.01 be dealt with in the following manner:

- (a) Vacancies shall be posted for a period of ten (10) calendar days. If no suitable candidate applies, the job may be filled by the Employer from among other employees, or by new hirings;
- (b) The posting shall show the job title, the requirements of the job, wages and the hours of work, which are planned for the position.
- (c) When a new position is created the Employer may post as a temporary position for no greater than twenty-four (24) months at which time the new position shall be posted as a Permanent Position.

### 16.04 (a) An employee may apply for a posted job as designated on the posting, setting out in detail their qualifications for the job;

(b) Appointments from within the bargaining unit shall be made on the next three (3) week schedule which follows the closing of the posting period. The Employer shall post the name and the seniority status of the successful applicant, within 7 days of the posting period.

(c) The successful applicant shall commence work within thirty (30) days of being declared the successful applicant;

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- (d) An employee applying for a vacancy filled by a person with less seniority may request and shall receive reasons why they did not get the job. Any such request shall be made within five (5) days of the filling of the vacancy and the answer shall be given in writing within five (5) days of the making of the request;
  - (e) The Union shall be notified of the name of a successful applicant and, in advance of informing the successful applicant, if a senior applicant is to be bypassed. Copies of all vacancies and new positions shall be forwarded to the Union office as well.

#### 16.05 Trial Period

The successful applicant from within the bargaining unit, when posting into a different classification, than the applicants present classification, shall be placed on trial for a period of thirty (30) calendar days. Conditional on satisfactory service, the position shall become permanent after the period of thirty (30) calendar days. During the aforementioned trial period, if the successful applicant proves unsatisfactory in the new position or if they find themselves unable to perform the duties of the new job classification, they shall be returned to their former permanent position without loss of seniority and wage or salary.

An employee may hold only one permanent position at any time until it is supplanted by successfully posting into a new permanent position and successfully completing the trial period of that position. Once an employee holds a position for a full trial period that position becomes their permanent position. In all cases where an employee returns to their former permanent position under this provision, they may return only to their permanent position and they may not return to any other position which they may have held temporarily, for less than a full trial period or on any other basis.

- 16.06 During the said trial period the vacancy created by the successful applicant will not be posted but filled by the senior employee who is willing and qualified to perform the available work. If and when the successful applicant proves satisfactory, the posting of the vacancy created by their transfer shall be posted in accordance with 16.03 (a).
- 16.07 The Unit Officer and the Union Office shall be notified in writing of all appointments to job vacancies, hirings, layoffs, transfers, recalls and termination of employment.
- 16.08 An employee who has been incapacitated at their work by injury or compensable occupational disease, or who through advancing years or temporary disablement is unable to perform their regular duties, will be given preference in employment for other work which, in the opinion of the Employer, the employee is qualified to

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do and if such work is available. However, no such employee may displace an employee with more seniority.

- 16.09 No employee shall be transferred to a position outside the bargaining unit without their written consent. If an employee is temporarily transferred to a position outside the bargaining unit, they shall retain their seniority acquired at the date of leaving the Unit, for a period of not more than eighteen (18) months, but will not accumulate any further seniority. If such an employee returns within eighteen (18) months to the bargaining unit, they shall return to their previous job if it still exists. If the job no longer exists, they shall be given their rights under Article 17. Such return shall not result in the layoff or bumping of an employee holding greater or equal seniority.
- 16.10 In this Article 16, vacancies shall mean those of a long term nature, such as arise through quits, new jobs, extended illness, leave of absence, etc., of six (6) weeks or more.
- 16.11 Absenteeism of over six (6) weeks duration arising because of extended illness or accident, pregnancy leave, an injury or illness compensable under the WSIB, leaves of absence etc., shall be posted and filled in accordance with Article 16 of this Agreement. Such posting shall clearly state that, "This is a Temporary Position" and any employee who is selected for such position shall be returned to their former position with the Employer upon completion of the temporary position. If the former permanent position no longer exists the employee shall exercise their seniority rights in accordance with Article 17.
- 16.12 A position that has been filled as temporary due to the sick/illness absence of an employee will be posted as a permanent vacancy after thirty (30) months.

An employee who returns to work from a sick/illness absence within thirty (30) months may return to their former position if it still exists and otherwise they may exercise their seniority rights under the layoff provisions.

- 16.13 Employees in a temporary position may not apply for a different position until they have completed the temporary position they are currently in unless there is another temporary posting available with an increase in hours on a bi-weekly basis.

#### ARTICLE 17 - LAYOFFS AND RECALLS

- 17.01 (a) Both parties recognize that job security should increase in proportion to length of service;
- (b) A layoff shall be defined as a reduction in the workforce, a reduction in the regular hours of work, a reduction in the rate of pay, a loss of a job as a consequence of job posting or an increase in the hours of work. But in the

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case of a layoff due to an increase in the hours of work the notice provisions of Article 17 do not apply.

17.02 In the event of a proposed layoff of a permanent or long term nature, the Employer will provide employees who are to be laid off the greater of the amount of notice specified in the Employment Standards Act or six (6) weeks before the layoff is to be effective and the same notice will be provided to the Union. If the employee laid off has not had the opportunity to work their normal shift after notice of layoff, they shall be paid in lieu of work for that part of their normal shift during which work was not made available. Notices of layoff and recall shall contain the employee's seniority, their scheduled hours of work, and whether the position they are being recalled to is due to a temporary leave of absence or is a regular vacancy. Following provision of the Notice to the Union the parties shall meet to discuss any issues arising out of the layoff. Any dispute concerning the layoff shall be filed as a Grievance at Step 2.

When layoffs are necessary, employees shall be laid off in the following order:

- (1) Probationary employees;
- (2) Other employees in the reverse order of their seniority.

An employee in receipt of Notice of Layoff may:

- (1) Accept the layoff;
- (2) Displace another employee in the bargaining unit who has less seniority, providing the employee who is displacing the less senior employee has the required qualifications of the job that they are bumping into.

An employee so displaced shall be deemed to have been laid off and to have received Notice in accordance with Article 17.

The initially laid off Employee who chooses to exercise the right to displace another employee with lesser seniority, shall advise the Employer of their intention and the position within seven (7) days (excluding weekends and holidays)

A displaced employee has the right to accept the layoff or to displace another employee, as provided above, but must do so within three (3) days (excluding weekends and holidays) after receiving notice that they have been displaced.

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17.03 (a) Recall An employee who does not hold a position as a result of a layoff, as defined in Article 17.01 (b), shall be subject to recall and offered a vacancy within the same job title and pre-layoff hours after the position has been posted and not filled. The employee shall be required to accept such recall in accordance with Article 17.03 (c) of this Agreement.

Job Postings Employees who have been laid off, as defined in Article 17.01, shall have the right to apply for job postings in accordance with Article 16 and shall be considered as an internal candidate.

- (b) In determining the required qualifications of an employee to perform the work for the purposes of the paragraphs above, the Employer shall not act in an arbitrary or unfair manner.
- (c) The Employer shall notify the employee of recall opportunity by registered mail, addressed to the last address on record with the Employer, which notification shall be deemed to be received on the third day following the date of mailing. The notification shall state the job to which the employee is eligible to be recalled and the date and time at which the employee shall report to work. The employee is solely responsible for their proper address being on record with the Employer and through written notification of their availability for recall to work.
- (d) An employee recalled to work in a different classification from which they were laid off shall have the privilege of returning to the position they held prior to the lay-off should it become vacant within six (6) months of being recalled.
- (e) No new employee will be hired until those laid off have been given an opportunity to return to work and have failed to do so, in accordance with the loss of seniority provision.
- (f) A trial or probationary period does not exist for employees who have bumped into a position. If an employee is unable to continue their placement in the bumped position within thirty (30) days of placement, then the employee can choose to accept the layoff. All employees who have been bumped will return to their positions held prior to bumping initiated by the employee exercising their rights to layoff under this provision.

17.04 In order that the operations of the Union will not become disorganized when layoffs are being made, the President, Vice-President – Regional Homes, Recording Secretary, Secretary-Treasurer, Vice President - Private Homes, Unit Officer and other Departmental Stewards who are employees of the Employer, shall be the last person laid off during their term of office, so long as full time work which they are qualified to perform at their own or at a lower wage level, is available.

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17.05 Grievances concerning layoffs shall be initiated at Step 1 of the Grievance Procedure.

#### ARTICLE 18 - HOURS OF WORK

18.01 The normal hours shall be seven and one-half (7 ½) per day and averaged on bi-weekly basis, thirty-seven and one-half (37 ½) per week. Assigned lunch periods shall not be less than thirty (30) minutes in duration.

18.02 The Employer does not guarantee the above or any other hours of work, but before any change is made in starting or stopping times, there shall be prior notice to, and discussion with the Union.

18.03 (a) No employee shall be required to work a split shift.

**(b) Effective the first pay period after ratification, all Employees who are required to work weekends shall receive a premium of forty (\$0.40) cents per hour for all hours worked.**

Weekends being from 10:00 p.m. Friday until 10:00 p.m. Sunday.

**(c) Where the majority of hours worked by an employee occurs between 3.00 p.m. and 7.00 a.m., such employee shall receive forty-five (45) cents per hour for all hours worked on their shift;**

**(d) No employee shall be scheduled to work more than five (5) consecutive days except upon their own request.**

**(e) No employee shall work more than ten (10) days in a fourteen (14) day period without overtime compensation, except where two (2) employees have exchanged shifts for their own convenience, with the approval of the Department Head or immediate non-union supervisor, which shall not in itself be a cause of overtime. Such exchange shall not be refused provided the employees involved in the exchange give a minimum of forty-eight (48) hours written notice;**

**(f) (i) For all employees, the Employer will schedule at least one (1) weekend off in three (3):**

**(ii) If an employee works more than two (2) weekends out of any three (3) consecutive weekends at the Employer's request, the third weekend shall be paid at one and one-half (1 ½) times their normal rate for such time worked except in the case of employees who work weekends at their request;**

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- (iii) A weekend shall be defined as those shifts in which the majority of hours worked fall on a Saturday or Sunday.
- (g) Work to on call part time employees shall be offered on a rotating basis
- (h) Shift schedules for all departments shall be posted four (4) full weeks in advance. Such schedules will show employee's regular days of work, together with regular assigned days off. Once the schedule has been posted, there will be no rearrangement of said schedule without forty-eight (48) hours prior notice given to the employees, but such notice is not required for staff who are in replacement positions or temporary positions, where the incumbent returns to work on less than forty-eight (48) hours notice;
- (i) When scheduling normal shift rotation changes there shall be not less than sixteen (16) hours between the finish and start of such changes; except:
- (i) for the kitchen employees where a minimum of twelve (12) hours will apply, or
- (ii) where two (2) employees have exchanged shifts for their own convenience.
- (j) The increase or reduction in the duration of a shift as a result of changes in Daylight Saving and Standard times will not result in the increase or reduction of normal pay for such shift;
- (k) The meal period shall be scheduled within five (5) hours of the beginning of an employee's shift. For shifts that are greater than 6 hours in duration, rest periods shall be scheduled at the approximate mid-point between the lunch period and the beginning of the shift and at the approximate mid-point between the lunch period and the end of the shift. For shifts that are six hours or less in duration, there shall be only one rest period per shift in addition to the lunch period. For the shifts that are less than five hours, there shall be one rest period;
- (l) Shift changes between employees for personal convenience that do not comply with the provisions of this Article shall not be the subject of a Grievance or cause payment of overtime. Such shift changes shall be subject to approval in advance by the Employer.
- (m) The scheduling provisions of this Article 18.03 shall be waived during the period December 15<sup>th</sup> to January 15<sup>th</sup>, but only to the extent necessary to enable the Employer to schedule five (5) consecutive days off for employees between December 21<sup>st</sup> and January 5<sup>th</sup> as hereinafter provided. During this period, five (5) consecutive days off will be scheduled between December 21<sup>st</sup> and January 5<sup>th</sup>, but only as to full time employees. Such five (5) consecutive

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days off shall have either Christmas Day or New Year's Day as the second, third, or fourth day off of the five (5) days. An employee who receives Christmas Day off one year shall receive New Year's Day off the next and vice versa unless such employees are willing to exchange in accordance with Article 18.03 (d) above;

(n) Except where the Employer establishes that operational requirements including vacation scheduling would not permit, when a regular employee is off on either vacation or leave of absence exceeding four weeks, another regular employee in accordance with their seniority may choose to fill that employee's shift providing they are capable and qualified to carry out the duties of that position. An employee exercising rights under this provision must make their request in writing before regular work schedules are posted. This would allow two (2) weeks' notice to the Employer.

18.04 Should an employee be called in to work with an hour or less notice and that employee is unable to start the shift on time, such employee shall be paid for the entire shift if they are one-half (1/2) hour or less than one-half (1/2) hour late.

18.05 Before offering replacement work to on call part time employees, the Employer shall first offer such work to those regularly scheduled part time employees who are willing and qualified to perform the available work. Before offering such work to regularly scheduled part time employees, or on call part time employees, however, the Employer shall first offer such work to those employees, by seniority, who are on layoff and who, as a result of the layoff, have had a reduction in their hours of work. Such employees shall be offered such work, from their permanent classification that they were laid off from, to the point that it will bring their hours worked up to the number which they had prior to being laid off for a period not to exceed eighteen (18) months. Once regularly scheduled part time and on call part time employees have received 4 shifts per week, replacement work shall be offered to all employees who have 4 shifts per week in order of seniority who are willing and qualified to perform the available work. The Employer shall not be required to give part time employees replacement work in excess of thirty-seven and one-half (37 ½) hours per week or in excess of seven and one-half (7 ½) hours per day. The Employer shall establish a list of part time and full time (4 shifts per week) employees who are willing to perform replacement work with the most senior employees at the top of the list, thereafter, the Employer shall offer replacement work in order of the list on a rotating basis. The performance of replacement work shall not change a part time employee's status to full time.

#### ARTICLE 19 - OVERTIME

19.01 Premium overtime at the rate of one and one-half (1 ½) times an employee's regular rate shall be paid for all authorized hours worked:

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(a) In excess of:

(i) seven and one-half (7 ½) hours in a day;

(ii) thirty-seven and one-half (37 ½) hours in a week averaged on a bi-weekly basis.

(b) Article 19.01(a), (i) and (ii) shall not apply when the work is the result of an exchange of a shift between two (2) employees for reasons of personal convenience.

19.02 An employee shall not be required to layoff during regular hours to equalize any overtime work, but may take equivalent time off when approved by the Employer. There shall be no pyramiding of any premium rates of pay including, overtime pay, paid sick leave or holiday pay;

19.03 When an employee performs authorized overtime work of at least three (3) hours duration, the Employer will allocate a rest period of fifteen (15) minutes duration.

19.04 Opportunities for overtime work shall be distributed by the Employer on a rotating basis in accordance with seniority among the employees in a department who normally perform the work involved unless such overtime work is worked continuously with an employee's regular scheduled shift.

#### ARTICLE 20 - CALL IN PAY

20.01 An employee who is called in outside their standard hours, other than for scheduled overtime work, shall be paid either a minimum of four (4) hours at straight rates, or at their applicable overtime rate for the time worked on the call in, whichever is the greater.

#### ARTICLE 21 - SHIFT WORK

21.01 Seniority shall determine shift preference, subject only to ability to perform the job required where employees are not on a regular rotating shift. The Employer shall not institute rotating shifts without prior agreement with the Union.

#### ARTICLE 22 - PAID HOLIDAYS

22.01 The Employer recognizes the following paid holidays at the employee's standard rate of pay:

New Year's Day  
Family Day

Labour Day  
Thanksgiving Day

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Good Friday  
Victoria Day  
Canada Day

Christmas Day  
Boxing Day  
Two (2) Float Days

A float holiday shall be granted to all full-time and regularly scheduled part-time employees who request them a minimum of two (2) weeks in advance, except in an emergency.

- 22.02 An employee who is normally scheduled to work and is not required to work on one of the above paid holidays, shall receive holiday pay equal to one (1) normal day's pay, provided that they have worked their full scheduled shift immediately preceding and succeeding the paid holiday, unless excused in writing by their Department Head or the Executive Director.
- 22.03 The Employer may require employees to work on paid holidays and it is agreed they will receive time and one half (1 ½) for the time worked in addition to a lieu day off with pay, but this shall not apply to part time employees. Part time employees shall be paid two and one-half (2 ½) times their regular rate of pay for all hours worked on a paid holiday.
- 22.04 When an employee is scheduled to work on a paid holiday and does not work, they shall not be paid for the holiday unless excused in writing by their Supervisor or the Executive Director. It is further agreed that part time employees covered by this Agreement have the same responsibility to work on paid holidays when required.
- 22.05 It is understood that an employee will not be required to work their scheduled shift before or after a paid holiday if they are off because of illness and can provide a doctor's certificate, if requested, as soon as practical from a doctor who is not a relative, or is on authorized leave of absence.
- 22.06 If a paid holiday is observed during an employee's vacation, such employee shall be given another day's vacation with pay in lieu thereof.
- 22.07 Employees who are entitled to a lieu day off with pay in accordance with Article 22.03 above, shall take such lieu day within sixty (60) days after the paid holiday. Such day shall be taken at a mutually agreeable time between the employee and the Employer. If an employee is unable to use their lieu day within the sixty (60) days they shall be paid out their lieu day on the following pay period.

## ARTICLE 23 - VACATIONS

- 23.01 Regular employees shall receive an annual vacation with pay in accordance with credited service prior to the commencement of the vacation period as follows:

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| YEARS OF SERVICE   | VACATION  | VACATION PAY |
|--------------------|---|--------------|
| Less than 1 year   | one (1) working day with pay each month up to a maximum of ten (10) | 4%           |
| 1 year or more     | 2 weeks   | 4%           |
| 3 years or more    | 3 weeks   | 6%           |
| 8 years or more    | 4 weeks   | 8%           |
| 15 years or more   | 5 weeks   | 10%          |
| 23 years or more   | 6 weeks   | 12%          |
| **30 years or more | 7 weeks   | 14%          |

- 23.02 Vacation pay shall be calculated at the appropriate percentage indicated in Article 23.01 of gross annual earnings in the vacation year ending May 31<sup>st</sup> or their regular weeks pay, whichever is the greater. Regularly Scheduled Part Time and On Call Part Time employees shall be given vacation pay on a pro rata basis in accordance with their years of seniority based on eighteen hundred (1800) paid hours equals one (1) year of service.
- 23.03 An employee terminating their employment at any time in their vacation year before they have had their vacation shall be entitled to a proportionate payment of salary or wages payable to them under this Article in lieu of such vacation.
- 23.04 (a) An employee entitled to up to three (3) weeks vacation may take it at one time during the calendar year;
- (b) By January 15<sup>th</sup> each Department shall post a list and the employees shall indicate by February 15<sup>th</sup>, the vacation period they wish. The Employer shall then set the vacation periods taking into account the wishes of the employees on the basis of seniority, insofar as they consider consistent with the efficient functioning of the department. Vacation requests made outside of this period must be done two (2) weeks in advance; unless of an urgent nature. Requests will not be unreasonably denied.
- (c) The Employer shall post a list of the vacation periods by March 15<sup>th</sup>. After March 15<sup>th</sup>, the Employer or the employee shall not alter the vacation periods unless by mutual consent;
- (d) An employee entitled to a vacation in excess of three (3) weeks may, with the approval of the Employer, take their vacation at one time during the calendar year;
- (e) Vacation must be taken by May 31<sup>st</sup> and cannot be carried over from one year to the next.

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(f) Employees shall be allowed to take single vacation days to a maximum of **20** days per year. Requests for single days off will be granted subject to management's discretion. Requests must be done two (2) weeks in advance; unless of an urgent nature. The Employer shall respond within five (5) business days (business days exclude Saturday, Sunday, and Public Holidays) of the Employee's request. Requests will not be unreasonably denied.

23.05 A full time and regularly scheduled part time employee shall receive their vacation pay on the pay period their vacation period. A full time and regularly scheduled part time employee can make a special request to have their vacation in the pay period prior to vacation. Such request will not be unreasonably denied.

On call part time employees shall receive their earned vacation pay bi-weekly.

23.06 In the case of death, full accumulated vacation entitlement shall be paid by cheque to the Executor or Executive Director of the deceased.

23.07 Where an employee qualifies for sick leave requiring hospitalization or bereavement during their period of vacation, there shall be no deduction from vacation credits for such absence. By mutual agreement, the period of vacation so displaced shall either be added to the vacation period or be reinstated for use at a later date.

#### ARTICLE 24 - LEAVE OF ABSENCE

24.01 (a) The Employer may grant leave of absence without pay to an employee for reasons satisfactory to the Employer. Request for such leave of absence shall be in writing and shall be submitted to their Executive Director in advance of the commencement of the leave, except in cases of emergency, where reasons for such leave shall be submitted in writing to the Employer as soon as possible. Such leave shall not be for the purpose of taking employment elsewhere excepted as noted in Article 24.03. Unless otherwise mutually agreed such leave shall not exceed four (4) months and without loss of seniority during such leave.

(b) Employees are entitled to emergency leave pursuant to the provisions of the *Employment Standards Act*.

#### 24.02 Leave for Union Function

Upon two (2) weeks notification to the Employer, employees elected or appointed to represent the Union at Union functions shall be allowed leave of absence with pay and benefits and without loss of seniority. The Union shall reimburse the Employer for receipt of such pay and benefits.

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24.03 An employee who is elected or selected for a full time position with-in CUPE Local 1263, shall be granted a leave of absence with pay, including benefits, invoiced to the Local and continue to accrue Bargaining Unit seniority, while on leave of absence. Such leave shall be renewed upon request, when elected for subsequent terms of office.

An employee who is elected or selected for a full time position with, the Canadian Labour Congress, the Ontario Federation of Labour, the Ontario Division or the National Body of the Canadian Union of Public Employees, shall be granted leave of absence without pay and without loss of seniority but without further accumulation of seniority, by the Employer for a period of up to two (2) years. Such leave shall be renewed upon request, when elected for subsequent terms of office.

If the employee returns to the Bargaining Unit within two (2) years, they shall be returned to their permanent position, if their permanent position no longer exists they will be granted their rights under Article 17. If the employee returns to the Bargaining Unit after two (2) years they will be granted their rights under Article 17.

24.04 (a) Pregnancy and Parental Leave will be provided for in accordance with the *Employment Standards Act*.

(b) Credits for service and seniority shall accumulate while on Parental and/or Pregnancy Leave.

On call part time employees will be credited hours paid using the following calculation:

- Total number of hours paid during prior 26 weeks divided by 26 equals average number of hours per week.

(c) The Employer shall continue to pay its share of the contribution of the subsidized Employee Benefits, including Pension in which the Employee is participating provided they continues to pay their share of the contribution during the leave.

(d) Subject to any changes to the employee's status which would have occurred had they not been on Pregnancy or Parental Leave, the employee shall be reinstated to their former duties, on the same shift in the same department at the same rate of pay.

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## ARTICLE 25 - BEREAVEMENT LEAVE

**25.01** Upon the death of an employee's spouse or child, **mother, father**, or stepchild an employee shall be granted leave up to a maximum of five (5) days without loss of pay, ending with the day of the funeral.

**25.02** Upon the death of an employee's step-parents, mother-in-law, father-in-law, brother, sister, brother-in-law, sister-in-law, legal guardian, grandparent, grandchildren, son-in-law or daughter-in-law the employee shall be granted leave up to a maximum of three (3) days without loss of pay, ending on the day of the funeral or equivalent service.

**25.03** It is agreed that this leave is to apply only where the employee is in attendance at the funeral or equivalent service, and pay for such days of absence is limited to the days actually missed from work as per the employee's scheduled working days. If the funeral or equivalent service is not attended, the paid leave shall be limited to two (2) days ending not later than the day of the funeral.

**25.04** An employee shall be granted one (1) day bereavement leave without loss of pay to attend the funeral or equivalent service of their aunt or uncle, niece or nephew.

**25.05** Where an employee's scheduled vacation is interrupted due to a death of a parent, spouse, sibling, or child, the period of such bereavement under this provision will not be counted against the employee's vacation credits.

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

**25.06** Where it is necessary because of distance, the employee may be provided up to four (4) days additional unpaid leave.

**25.07** In the event of a memorial service or interment separate from the leave above, an employee may save one of the days identified in **Article 25** without loss of pay to attend the interment or service.

**25.08** The Unit Officer or their representative shall be allowed up to four (4) hours with pay for time lost to attend the funeral of an employee covered by this Agreement.

## ARTICLE 26 - SPECIAL LEAVE

### 26.01 Jury or Witness Leave

The Employer shall grant leave of absence without loss of seniority to an employee who serves as a juror or is subpoenaed as a witness in any court, except in a proceeding in which the employee is a party. The Employer shall pay

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such an employee the difference between their normal earnings and the payment they receive for jury service or witness excluding payment for travelling, meals or other expenses. The employee will present proof of service and the amount of pay received.

#### 26.02 Leave for Public Duties

When elected to Federal, Provincial or Municipal office, the Employer will grant leave of absence without pay and without loss or further accumulation of seniority, for one (1) term of office. One (1) further extension of one (1) term may in the Employer's discretion be granted on written application. The Union agrees to indemnify the Employer if any replacement employee is displaced by the return of such employee.

### ARTICLE 27 - SICK LEAVE PLAN

27.01 Sick leave is available to prevent wage loss, for absence from illness or injury. It may not be used for any other purpose. Employees shall be entitled to Sick Leave on the following basis:

- (a) One and one half (1 ½) days per month;
- (b) the unused portion in a year shall be accumulated up to a maximum of two hundred (200) days;
- (c) such days shall be reduced for absence due to illness or accident, except where the accident is compensable under the WSIB.

27.02 An employee may be required to produce proof of sickness after three (3) days absence in the form of a medical certificate, but such requirement shall not be unreasonably imposed.

#### 27.03 Workplace Safety and Insurance, Full Time / Regular Scheduled Part Time and On Call Part Time

Where an employee is absent due to illness or injury, which is compensable under the WSIB, the following shall apply:

- (a) The Employer shall continue to pay its share of any and all health and welfare benefits for the month in which the injury occurred and for twelve (12) calendar months from the date of injury;
- (b) Subsequent to the period referred to in (a) above, benefit coverage may be continued by the employee for an additional eighteen (18) months provided the employee pays the total cost of the premiums to the Employer for each monthly period during the absence;

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- (c) In the case of an absence due to a compensable accident, where the anticipated length of absence is six (6) weeks or more, the Employer will post Notice of the Vacancy in accordance with the job posting procedure of this Agreement. Where the anticipated absence is less than six (6) weeks, the Employer may fill the position at their discretion;
  - (d) If the employee returns to work, they shall be returned to their former job, or to work of a comparable nature at the same salary level and without loss of seniority or benefits accrued to the date of injury;
  - (e) If, on the recommendation of the WSIB or the attending physician, the employee is capable only of performing work of a different kind, or of a higher nature, and such work is available within the Nursing Home, in a classification which is covered by this Agreement, then the returning employee may exercise their seniority by bumping into the job, at the applicable salary level, displacing the employee with the least seniority in the classification;
  - (f) Except as otherwise provided in this Agreement, the employee will not be eligible for paid holidays, vacation pay or any other benefits during any absence compensable under the WSIB.
- 27.04 The Employer will notify the Union when an Employee goes off work due to disability or WSIB.
- 27.05 Regular part time employees shall be credited with sick leave on a pro rata basis in accordance with actual hours worked to a maximum of 1.5 days per month.
- 27.06 In January and June of each year and upon application to the Employer, each employee shall be notified of the number of sick leave days standing to their credit.
- 27.07 (a) If the Employer requires a sick leave certificate in accordance with the past practice or the Collective Agreement and the doctor charges the employee for such certificate outside OHIP, the Employer will pay for the certificate;
- (b) Further, the Employer may require an employee to attend an independent physician other than the employee's own physician to provide a sick leave certificate. In such circumstances the Employer shall pay for any medical fees charged beyond OHIP in relation thereto.
- 27.08 If an employee is required to self-isolate as a result of the Employer policy or at the direction of the Employer, and if the employee is not entitled to WSIB benefits for the period of such self-isolation, the employee will be entitled to use sick-leave, vacation, or lieu entitlements for any hour of work lost during such period.

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## ARTICLE 28 - WELFARE PLAN

28.01 The Employer shall pay the cost of the premiums of the following Plans in the following proportions:

- (a) Green Shield Extended Health Care Plan or equivalent with a drug card with a fee of two dollars (\$2.00) per prescription - 100% (One Hundred Percent) single rate and family rate. Such plan shall allow direct billing by the pharmacist to the carrier, subject to the Employer and Union finalizing details of implementation;
- (b) Equivalent Blue Cross Dental Plan Number 9 - 75% (Seventy-Five Percent) at the previous years Ontario Dental Association Fee Schedule;
- (c) Group Life and Dismemberment Insurance in the amount of \$25,000.00 (Twenty-Five Thousand dollars), effective March 1, 2018, 100% (One Hundred Percent) of the premiums paid by the Employer.
- (d) Effective **November 4, 2024**, Eyewear in the amount of **three hundred dollars (\$300.00)** every twenty-four months. Eye exam coverage of sixty dollars (\$60.00) every twenty-four months.
- (e) Pension Plan

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

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

"Applicable Wages" for the purposes of determining contributions to the Plan shall be basic straight time wages for all hours worked including straight time holiday pay, vacation pay and sick leave pay. All other payments of any nature are hereby excluded.

"Eligible Employee" shall mean all employees in the bargaining unit who have completed nine hundred and seventy-five (975) hours of employment.

- (ii) 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.

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Regularly Scheduled Part time and On Call Part time employees percentage in lieu will be reduced by the amount of the Employer's contribution on their behalf.

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

- (v) The Employer agrees to provide to the Executive Director 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 Executive Director may reasonably require in order to properly record and process pension contributions and pension benefits.

For further specificity, the items required for each eligible employee by this Sub-Article (v) are:

(i) To be Provided Once Only at Plan Commencement

- Name
- 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 as 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.

- 28.02 (a) A person on authorized leave due to illness or non-compensable accident or on an authorized leave of absence shall continue to be eligible for welfare benefit coverage for up to three (3) months;
- (b) A person on authorized leave of absence due to a compensable accident and in receipt of benefits under the WSIB shall continue to be eligible for welfare coverage;
- (c) A person on authorized leave of absence due to pregnancy, shall continue to be eligible for welfare benefit coverage in accordance with *The Employment Standards Act*;
- (d) A person on leave of absence of more than three (3) months due to personal reasons at the date welfare benefit premiums are scheduled to be paid may continue under the plan by paying the total monthly cost to the Employer by the fifteenth (15<sup>th</sup>) day of each month if so arranged with the Employer;
- (e) An employee laid off shall cease to qualify for the welfare benefits at the end of the calendar month in which they are laid off. However, where a layoff is of a temporary nature and the employee involved does not become employed elsewhere, the employee laid off may continue under the plans by paying the

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total monthly cost to the Employer by the fifteenth (15<sup>th</sup>) day of each month if so arranged with the Employer.

- 28.03 (a) Full details of benefits to which the participating employee is entitled are contained in the certificates issued to each employee;
- (b) The terms of the policies and the rules and requirements of the various carriers of those welfare benefit plans shall govern;
- (c) The Employer shall give written notice of any proposed change of carrier prior to the change in order that the Union may make sure that the new plans are the equivalent.

28.04 Welfare Benefits for On Call Part Time Employees

All employees who work twenty-two and one-half (22 ½) hours per week or less shall receive twelve percent (12%) of their regular hourly wage. Such employees shall progress on the wage increment scale and receive vacation entitlement on the basis that eighteen hundred (1800) paid hours equals one year of service.

ARTICLE 29 - PAYMENT OF WAGES AND ALLOWANCES

- 29.01 Pay Day The Employer shall pay salaries, wages and overtime by electronic deposit every 2<sup>nd</sup> Thursday in accordance with Appendix "A" attached hereto and forming part of this Agreement. On each pay day each employee shall be provided with an itemized statement of their wages, in accordance with the Employment Standards Act. All employees shall receive their itemized statement during their normal shifts, except the afternoon and night shifts. Night shift employees shall receive their itemized statement when coming off shift on the morning of pay day. The afternoon shift shall have their itemized statement made available to them by 5.00 p.m. on the day prior to pay day.

Errors Should an employee's pay cheque be in error by an amount of \$10.00 (Ten Dollars) or more, and the error is brought to the attention of the Employer, the error shall be corrected if caused by the Employer, within one (1) working day provided there are administrative staff present to verify the claim and a representative of the corporate owner is present with authority to sign cheques. Otherwise, the error shall be corrected within two (2) working days. If the error is caused by the employee it shall be corrected on the next pay day. Should an employee so request, the Employer shall deduct from such employee's regular pay an amount to purchase a Canada Payroll Savings Bond.

- 29.02 In the event that a new or changed occupational classification is decided upon by the Employer as necessary to its operation, then the work, the job title, and the

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wage rate shall first be determined and acted upon by the Employer for the purpose of assigning an employee and proceeding with the task to be then performed. Thereafter, the Employer shall immediately notify the Union by registered mail of the action taken. If no formal protest is lodged in writing to the Employer by the Union within one (1) month of the date of such notice, the new or changed occupational classification shall be deemed to have become a modification of Appendix "A" of this Agreement. In the event a formal protest is made by the Union, the parties shall arrange for a meeting for the purpose of endeavouring to resolve any differences. If such differences between the parties are not resolved by this means, then the Employer's decision shall stand for the purpose of continuing to have the work performed. A Grievance may be lodged by the Union at the 3<sup>rd</sup> Step of the Grievance Procedure. If a classification is changed over a period of time by adding additional responsibilities and/or qualifications the Union will be allowed to lodge a complaint under this Article.

- 29.03 Regularly Scheduled Part time and On Call Part time employees shall, unless otherwise specified, receive the wage rates, conditions of employment and prerequisites specified in this Agreement on a pro rata basis according to their hours of work.
- 29.04 When an employee temporarily substitutes in, or performs the principal duties of, a higher paying position, they shall receive the rate for the job. When an employee is assigned to a position paying a lower rate, their classified rate shall not be reduced until after sixty (60) consecutive working days.
- 29.05 Full time employees shall be entitled to receive **\$12.00 (Twelve Dollars)** per month as uniform allowance. Permanent Part time employees shall be entitled to receive **\$8.00 (Eight Dollars)** per month as a uniform allowance.

Employees when purchasing uniforms shall have their choice of colour.

### ARTICLE 30 - GENERAL

- 30.01 The Employer shall continue its present practice of providing free parking for the employees.
- 30.02 Wherever the singular is used in this Agreement, it shall be considered as if the plural has been used where the context of the party or parties hereto so require.
- 30.03 The principle of equal pay for equal work shall apply, regardless of sex.
- 30.04 Proper accommodation shall be provided for employees to have their meals and keep and change their clothes according to Provincial legislation.

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

30.06 The Employer and the Union shall continue a Health and Safety Committee in accordance with the Ontario Occupational Health and Safety Act.

30.07 Registered nursing staff shall not be required to take responsibility or carry out any procedure during the performance of their duties that is contrary to the Health Disciplines Act.

### ARTICLE 31 - JOB DESCRIPTIONS

31.01 The Employer agrees to draw up job descriptions for all positions and classifications for which the Union is bargaining agent. These descriptions shall be presented to the Union and shall become the recognized job description unless the Union presents written objection within sixty (60) days.

31.02 Existing classifications shall not be eliminated without prior consultation with the Union.

31.03 The Employer shall provide the Union with a copy of the job descriptions that it has created for each classification in the bargaining unit and will provide updates whenever these may be amended.

### ARTICLE 32 - BULLETIN BOARDS

32.01 The Employer agrees to the posting of Union notices on bulletin boards which will be provided in each lunch room made available for Bargaining Unit employees. Such notices shall relate to appointments, meetings, elections and conventions of the Union and Union social and recreational affairs. The Union will provide the Executive Director or their designate with a copy of all notices prior to posting.

### ARTICLE 33 - NOTICES

33.01 Each employee shall keep the Employer informed of their current address and telephone number.

33.02 All communications between the parties shall be addressed to:

(a) Executive Director,  
West Park Health Centre (Nursing Home)  
103 Pelham Road,  
St. Catharines, Ontario  
L2S 1S9

(b) The President,  
CUPE Local 1263,  
500 Major Street RR#1  
Welland, Ontario  
L3B 6J2

**ARTICLE 34 - COPIES OF AGREEMENT**

34.01 The Union and the Employer desire every employee to be familiar with the provisions of this Agreement and their rights and duties under it. For this reason the Union shall print sufficient copies of the Agreement in a Union Shop within thirty (30) days of signing. The Employer will split the cost of reproducing no more than one hundred and fifty (150) copies of the Collective Agreement.

If the Employer fails to proofread within ninety (90) days or fails to sign the Collective Agreement within four (4) months. the Employer will be liable for any cost associated with the Adjudication of this matter.

**ARTICLE 35 - TERM OF AGREEMENT**

35.01 This Agreement shall be binding and remain in effect for a period of twenty-four (24) months from **January 1, 2024 to December 2025** and shall continue from year to year thereafter unless either party gives to the other party notice in writing in the ninety (90) day period prior to December 31<sup>st</sup> in any year that it desires its termination or amendment.

Dated in Niagara Region, Ontario this 10<sup>th</sup> day of March 2025.

1508669 ONTARIO LIMITED  
O/A WEST PARK HEALTH CENTRE (NURSING HOME)

CANADIAN UNION OF PUBLIC EMPLOYEES  
AND ITS LOCAL 1263

Kaitlyn Pearson  
Kaitlyn Pearson (Mar 11, 2025 14:38 EDT)

Cathy Pirson  
Cathy Pirson (Mar 10, 2025 16:01 EDT)

Jennifer Lowe  
Jennifer Lowe (Mar 11, 2025 08:29 EDT)

Linda D'Addario  
Linda D'Addario (Mar 10, 2025 16:23 EDT)

\_\_\_\_\_

Rose Hamlyn  
Rose Hamlyn (Mar 10, 2025 20:31 EDT)

\_\_\_\_\_

Andrew Hayward  
Andrew Hayward (Mar 11, 2025 10:14 EDT)

\_\_\_\_\_

Janet Furguele  
Janet Furguele (Mar 10, 2025 18:29 EDT)

[Signature]

**SCHEDULE A – WAGES**

|   | <b>December 31,<br/>2023<br/>EXPIRED</b> | <b>January 1,<br/>2024<br/>3.5%</b> | <b>RPN \$1.00<br/>Adjustment<br/>following<br/>ratification</b> | <b>January 1,<br/>2025<br/>3.5%</b> |
|---|--|-------------------------------------|---|-------------------------------------|
| <b>Registered Practical Nurse</b>         |  |                                     |   |                                     |
| <b>Probation</b>                          | \$ 27.32                                 | \$ 28.28                            | \$ 29.28  | \$ 30.30                            |
| <b>Start</b>                              | \$ 27.78                                 | \$ 28.75                            | \$ 29.75  | \$ 30.79                            |
| <b>1 Year</b>                             | \$ 28.87                                 | \$ 29.88                            | \$ 30.88  | \$ 31.96                            |
| <b>PSW/HCA/Program Aide</b>               |  |                                     |   |                                     |
| <b>Probation</b>                          | \$ 25.66                                 | \$ 26.56                            |   | \$ 27.49                            |
| <b>Start</b>                              | \$ 25.96                                 | \$ 26.87                            |   | \$ 27.81                            |
| <b>1 Year</b>                             | \$ 27.11                                 | \$ 28.06                            |   | \$ 29.04                            |
| <b>Cook</b>                               |  |                                     |   |                                     |
| <b>Probation</b>                          | \$ 22.75                                 | \$ 23.55                            |   | \$ 24.37                            |
| <b>Start</b>                              | \$ 23.32                                 | \$ 24.14                            |   | \$ 24.98                            |
| <b>1 Year</b>                             | \$ 24.31                                 | \$ 25.16                            |   | \$ 26.04                            |
| <b>Cook's Help</b>                        |  |                                     |   |                                     |
| <b>Probation</b>                          | \$ 21.38                                 | \$ 22.13                            |   | \$ 22.90                            |
| <b>Start</b>                              | \$ 21.86                                 | \$ 22.63                            |   | \$ 23.42                            |
| <b>1 Year</b>                             | \$ 22.79                                 | \$ 23.59                            |   | \$ 24.41                            |
| <b>Dietary/Housekeeping/Laundry Aides</b> |  |                                     |   |                                     |
| <b>Probation</b>                          | \$ 20.72                                 | \$ 21.45                            |   | \$ 22.20                            |
| <b>Start</b>                              | \$ 21.23                                 | \$ 21.97                            |   | \$ 22.74                            |
| <b>1 Year</b>                             | \$ 22.22                                 | \$ 23.00                            |   | \$ 23.80                            |
| <b>Maintenance</b>                        |  |                                     |   |                                     |
| <b>1 Year</b>                             | \$ 22.22                                 | \$ 23.00                            |   | \$ 23.80                            |

- Retroactivity – Retroactive payments of wages shall be by separate cheque. Eligible employees who have left their employment will be notified by prepaid post within sixty (60) days from the date of ratification, addressed to their last known address. Entitlement shall be lost if not claimed within thirty (30) calendar days after having received notice. The Union shall receive a copy of all notices sent to former employees.
- Regularly Scheduled Part Time and On Call Part Time employees shall progress on the wage increment scale on the basis that eighteen hundred (1800) paid hours equals one year of service.

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## LETTER OF AGREEMENT

Between:

1508669 Ontario Limited  
o/a WEST PARK HEALTH CENTRE  
(Nursing Home)  
*(Formerly Chatelaine Villa Nursing Home)*

And:

CANADIAN UNION OF PUBLIC EMPLOYEES,  
Local 1263

### Re: Harassment Policy

This is a Management Policy and is subject to change.

The Employer's present policy on harassment is included in this Collective Agreement for the information of all bargaining unit members.

### HARASSMENT POLICY

Employees and residents are entitled to be treated with dignity and to be free from harassment based on race, sex, national or ethnic origin, colour, religion, age, marital or family status, sexual orientation or disability.

#### Definition

Harassment is a form of discrimination. Harassment is any conduct - verbal, physical, or by innuendo - that one knows or ought to know is likely to cause offence or humiliation to any person.

#### Sexual Harassment

Sexual harassment is one of the most common forms of harassment. Sexual harassment is deliberate and unsolicited and can be offensive sexual comments, gestures or physical contact that are unwanted or offensive either on a first time basis or as a continuous series of incidents.

It may also involve favours, promises of favours, advantages in return for giving in to sexual advances or, the threat of revenge for refusing them.

What is not sexual harassment? The common social banter that occurs regularly in the work environment is usually not considered sexual harassment. Flirtation or a workplace romance between two (2) consenting persons is not sexual harassment.

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Sexual harassment, by definition, is coercive and one-sided and both males and females can be victims of it.

#### What to do if harassment occurs

If you feel that you are being harassed, the first step is to immediately make the alleged harasser know of your disapproval and/or uneasiness. To avoid any misunderstanding, you should clearly state that you perceive their action/behaviour as harassment under the terms of this policy.

If there is a further incident, immediately contact your supervisor, the harasser's supervisor or the Executive Director. If possible, tell the harasser that you are informing management.

If there are further incidents, make a written record of what has happened. In your statement, include the nature of the behaviour, dates, times, witnesses (if any), and the action taken by you to tell the alleged harasser of your disapproval. Contact the Executive Director and provide them with a copy of your statement. Employees who belong to a Union may also wish to contact a Union representative.

The alleged harasser's rights must also be protected. They will be provided with the chance to explain their action to management.

The Executive Director, or designate, will investigate the alleged harassment. This will require interviewing the complainant, the alleged harasser, and any witnesses. A decision will be made and both parties will be advised.

#### Confidentiality

Management must retain all information and keep all information confidential. Information will only be given out during an investigation or for disciplinary measures.

Documentation on the matter will not be placed in the complainant's file.

#### Appropriate Response

Harassment by an employee is a serious offence. If found to be true the Employer will take whatever appropriate action it deems necessary.

Management has a responsibility to prevent any harassment in the workplace. Management will take appropriate corrective action when made aware of harassment.

Note: Where the allegations of harassment are made against the Executive Director, the employee may contact **Director, Human Resources at Southbridge (519-621-8886)** .

The following is an excerpt from Human Rights Code

## Reprisal

Every person has a right to claim and enforce their rights under this Act, to institute and participate in proceedings under this Act and to refuse to infringe a right of another person under this Act, without reprisal or threat of reprisal for so doing.

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LETTER OF UNDERSTANDING

Between:

1508669 Ontario Limited  
o/a WEST PARK HEALTH CENTRE  
(Nursing Home)  
(Formerly Chatelaine Villa Nursing Home)

And:

CANADIAN UNION OF PUBLIC EMPLOYEES,  
Local 1263

RE: Recognition of Previous Experience – RPNs Only

The Employer will recognize recent related experience on the basis of one (1) annual increment for each one (1) year of service up to the maximum of the grid.

Part-time service shall be recognized on the basis of eighteen hundred (1800) hours paid in the previous employment equals one (1) year of service.

It shall be the responsibility of a newly hired Employee to provide reasonable proof of recent and related experience in order to be considered for a salary increment, and if she fails to do so she shall not be entitled to recognition.

Dated in Niagara Region, Ontario this 10<sup>th</sup> day of March 2025.

1508669 ONTARIO LIMITED  
O/A WEST PARK HEALTH CENTRE (NURSING HOME)

CANADIAN UNION OF PUBLIC EMPLOYEES  
AND ITS LOCAL 1263

Kaitlyn Pearson  
Kaitlyn Pearson (Mar 11, 2025 14:38 EDT)

Cathy Pirson  
Cathy Pirson (Mar 10, 2025 16:01 EDT)

Jennifer Lowe  
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W. Bell