

**COLLECTIVE AGREEMENT**

**BETWEEN**

**TRAFALGAR LODGE RETIREMENT RESIDENCE**

**AND**

**THE CANADIAN UNION OF PUBLIC EMPLOYEES  
AND IT'S LOCAL No. 4762.3**

**January 1, 2023 to December 31, 2024**

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**ARTICLE 1    PURPOSE OF AGREEMENT**

1.01 It is the purpose of both parties to this Agreement:

- (1) To foster and maintain relations between the Employer and the Union which provide settled and just conditions of employment.
- (2) To promote the mutual value of joint discussions and negotiations in all matters pertaining to working conditions, employment, service, etc.
- (3) To encourage efficiency in operations to ensure the best possible care for the residents of the facility.
- (4) To promote the morale, well being and security of all employees in the bargaining unit of the Union.

**ARTICLE 2    MANAGEMENT RIGHTS**

2.01 The Union acknowledges that all management rights and prerogatives are vested exclusively with the Employer and without limiting the generality of the foregoing, it is the exclusive function of the Employer to:

- (a) Determine and establish standards, schedule hours of work, determine staffing requirements, set policies and procedures for the care, welfare, safety and comfort of the residents of the Home
- (b) Maintain order, discipline, efficiency and in connection therewith to establish and enforce rules and regulations.
- (c) Hire, transfer, layoff, promote, demote, classify and assign duties;
- (d) Discharge, suspend or otherwise discipline employees for just cause;
- (e) Have the right to plan, direct and control the work of the employees and the operations of the Home including, equipment and materials to be used, the methods and techniques or work, the number of employees to be employed, the extension, limitation or cessation of operations and all other functions which shall remain solely with the Employer except modified by this collective agreement.

2.02 The Employer agrees that the rights set out herein shall be exercised reasonably, fairly and in good faith and in a manner consistent with the collective agreement.

- 2.03 An Employee may not enter into a financial arrangement with a resident and/or their responsible party (pertaining to the resident) to provide services with whom the Employer has a contractual relationship.
- 2.04 Where the feminine pronoun is used in this agreement, it shall mean and include the masculine pronoun where the context so applies.
- 2.05 Where the singular is used, it may also be deemed to mean the plural, within the appropriate context.
- 2.06 The Union recognizes that it is the right of the Employer to exercise the regular and customary function of the Employer and to direct the working forces, subject to the terms of this agreement.

### **ARTICLE 3    RECOGNITION AND NEGOTIATIONS**

- 3.01 The Employer hereby recognizes the Union as the sole and exclusive Bargaining Agent for all employees of *the Employer at Trafalgar Lodge, in the City of Oakville*, save and except the Executive Director, Director of Care, Activity Director, Maintenance, Director of Food Services and the Executive Assistant.
- 3.02 **NO OTHER AGREEMENT**
- a) No employee in the bargaining unit shall be required or permitted to make a written or verbal agreement with the Employer or his representatives which may conflict with the terms of the Collective Agreement. No individual employee or group of employees shall undertake to represent the union at meetings with the Employer without proper authorization from the union.
- b) No employee may enter into a financial agreement with a resident and/or their responsible party with whom the Employer has a contractual relationship. Further, no employee may request and/or receive monies, gifts, etc. from any resident for any reason without the knowledge and approval of the Employer.
- 3.03 **PART-TIME AND TEMPORARY EMPLOYEES**  
This Collective Agreement is fully applicable to all part-time, temporary or casual employees unless otherwise specified.
- 3.04 **WORK OF THE BARGAINING UNIT**
- (a) Non-bargaining unit employees will not perform any work that is normally performed by bargaining unit employees, if as a direct result a lay-off of bargaining unit employees, or a reduction in hours results.

Note: It is understood that the Director of Care and the Food Service Supervisor and the Executive Assistant are working Managers and as such routinely do bargaining unit work within the scope of their job.

(b) During the term of this Collective Agreement there shall not be any contracting out of any work currently being performed by members of the bargaining unit, if as a result of such contracting out a layoff of any employees results from such contracting out.

3.05 For the purpose of representation with the Employer, the Union shall function and be recognized as follows:

(a) The Union has the right to appoint Stewards. The Stewards are representatives of the employees in certain matters including the processing of grievances. When dealing with grievances, the Union shall be limited to a maximum of one (1) Steward in the processing of such grievances. The Union shall inform the Employer of the names of its Stewards in writing.

(b) CUPE Representatives are representatives of the employees in all matters pertaining to this Agreement, particularly for the purpose of processing grievances, negotiating amendments to or renewals of this Agreement, and of enforcing bargaining rights of the employees under this Collective Agreement and/or under the law of Ontario.

3.06 CUPE through its representatives, is recognized by the Employer as having the collective bargaining rights to represent employees in the bargaining unit covered by this agreement.

3.07 An employee subject to disciplinary action shall have the right to request the presence of a Union steward or Union committee member. A copy of any disciplinary letter or letter of termination will be provided to the local Union.

3.08 Under no circumstances shall the Union appoint a total of more than two (2) Stewards.

3.09 Any employee member of said negotiating committee shall have the right to attend negotiations and will suffer no loss of pay or seniority for the time spent in face to face negotiations either in-person or by virtual format with the Employer for the renewal of this Agreement up to and including conciliation.

#### **ARTICLE 4    NO DISCRIMINATION**

##### **4.01    EMPLOYER SHALL NOT DISCRIMINATE**

The Employer agrees that there shall be no discrimination, interference, restriction or coercion exercised or practised with respect to any employee in the matter of hiring, wage rates, training, upgrading, promotion, transfer, layoff, recall, discipline, classification, discharge or otherwise by reason of age, race, creed, colour, national origin, political or religious affiliation, sex or marital status, family

relationship, place of residence, nor by reason of his membership or activity in the Union any other prohibition of the Human Rights Code.

The Union agrees that there shall be no discrimination, interference, restriction or coercion exercised or practised with respect to any matters within their control.

**4.02 NO DISCRIMINATION**

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

**4.03 HARASSMENT**

The Employer endorses the right of every employee to work in an environment free from harassment and employees are free to peruse all avenues in the Employer's policy and the Collective Agreement, including the Grievance procedure, for resolving complaints of harassment that may arise.

**ARTICLE 5 UNION MEMBERSHIP REQUIREMENT**

**5.01 ALL EMPLOYEES TO BE MEMBERS**

All employees of the Employer, as covered under Article 3.01, shall, as a condition of employment, become and remain members in good standing of the Union, according to the constitution and bylaws of the Union. As a condition of employment, all new employees shall become and remain members in good standing of the Union within thirty (30) days of employment.

5.02 The Union agrees that it will make membership in the Union available to all employees covered by this Agreement on the same terms and conditions as are applicable to other members of the Union.

**5.03 CHECK-OFF PAYMENTS**

The Employer shall deduct from every employee, any dues, initiation fees or assessments levied in accordance with the Union Constitution and Bylaws.

5.04 All employees of the Employer, shall, as a condition of continuing employment, become and remain members in good standing of the Union, according to the Constitution and By-Laws of the Union. As a condition of employment, all new employees shall become and remain members in good standing of the Union within thirty (30) days of employment. The Employer shall deduct from every employee any dues, initiation fees, or assessments levied by the Union on its members.

As a condition of employment dues deductions shall be made from the bi-weekly payroll and shall be forwarded by the Employer to the *National Secretary-Treasurer of the Canadian Union of Public Employees*.

The Employer will deliver a list of the employees' names and addresses from whom the deductions were made and the amount of the deductions. The list will also include the names and addresses of the employees terminated during that bi-weekly period, from whom deductions were made. A copy of this list shall be forwarded by the Employer to the National Headquarters of the Canadian Union of Public Employees and to the designated Local Union Representative.

**Gross Earnings:** For the purpose of this section, it is defined as the total of monies paid for all hours worked during the pay period and is to include all regular hours, overtime hours, and all paid out hours for statutory holidays.

The Employer will use its best efforts to comply with the provisions of this Article, and the Union agrees to indemnify and save the Employer harmless from any liability arising out of the Employer's application of this Article which requires the check off and remittance of Union Dues as set out above.

#### **5.05 DUES RECEIPT**

At the same time that Income Tax (T-4) slips are made available, the Employer shall indicate the amount of Union dues paid by each union member in the previous year.

#### **5.06 NEW EMPLOYEES**

- (a) The Employer agrees to acquaint new employees with the fact that a union agreement is in effect, and with the conditions of employment set out in the articles dealing with Union Security and Dues Check-off.
- (b) On commencing employment, the employer's immediate supervisor shall introduce the new employee to her union steward or representative, who will provide her with a copy of the Collective Agreement.
- (c) On commencing employment, the employer's immediate supervisor shall introduce the new employee to his/her Union Steward or Representative. An officer of the Union shall be given an opportunity to interview each new employee within regular working hours without loss of pay, for a maximum of fifteen (15) minutes during the first month of employment for the purpose of acquainting the new employee with the benefits and duties of Union membership and his/her responsibilities to the Employer and the Union.

**ARTICLE 6    CORRESPONDENCE**

**6.01    CORRESPONDENCE**

All correspondence between the parties arising out of this Agreement or incidental thereto, shall pass to and from the Executive Director and the Secretary of the Local Union, with copies to the National Representative of the Union.

**6.02    REPRESENTATIVES**

The Union will supply the Employer with the names of its Officers. Likewise, the Employer shall supply the Union with the names of its supervisory personnel with whom the Union may be required to transact business.

**ARTICLE 7    NO STRIKES, NO LOCKOUTS**

7.01    There shall be no strike or lockout as long as this Agreement continues to operate. The words "strike" and "lockout" shall be defined as per the *Ontario Labour Relations Act*.

7.02    Should the Employer allege that the Union has engaged in a strike, as defined under the *Ontario Labour Relations Act* R.S.O. 1993, or should the Union allege that the Employer has engaged in a lockout, as defined under the *Ontario Labour Relations Act* R.S.O. 1993, either party may take the matter up at Step 2 of the grievance procedure.

**ARTICLE 8    GRIEVANCE COMMITTEE**

8.01    The Employer acknowledges the right of the Union to appoint or otherwise select a grievance committee which shall be composed of the President, Secretary plus the Steward directly involved with the grievance. The name and area of each of the stewards and the names of the grievance committee, from time to time selected, shall be given to the Employer in writing and the Employer shall not be required to recognize any such steward or chairman until it has been so notified.

**8.02    COOPERATION OF THE EMPLOYER**

The Employer undertakes to instruct all members of its administrative supervisor staff to cooperate with the stewards in the carrying out of the terms and requirements of this Agreement.

**8.03    COOPERATION OF THE UNION**

The Union undertakes to secure from its officers, stewards and members their cooperation with the Employer and with all persons representing the Employer in an administrative supervisory capacity in carrying out the terms and requirements of this Agreement.

**8.04    PERMISSION TO LEAVE WORK**

The Employer agrees that Stewards shall not be hindered, coerced, restrained or

interfered with in any way in the performance of their duties, while investigating disputes and presenting adjustments as provided in this Article. The Union recognizes that each Steward is employed by the Employer and that she will not leave her work during working hours except to perform her duties under this Agreement. Therefore, no Steward shall leave her work without obtaining the permission of her immediate supervisor, who's permission shall not be unreasonably withheld. Time taken for conducting the investigation shall not be unreasonable and the employee must report back upon the completion of the investigation.

**8.05 REPRESENTATIVE OF THE CANADIAN UNION OF PUBLIC EMPLOYEES**

The Union shall have the right to have the assistance of Representatives of the Canadian Union of Public Employees when dealing with the Employer. Such Representatives shall have reasonable access to the Employer's premises after notice has been given to the Employer and mutual arrangements made

**ARTICLE 9 GRIEVANCE PROCEDURE**

9.01 A Grievance is defined as a difference between an employee and the Employer or between the parties hereto related to the interpretation, application, administration or alleged violation of this collective agreement. It is understood that a grievance will also include the subject matter that an arbitration board has jurisdiction to consider and which is referred to in Section 48(12) of the Ontario Labour Relations Act.

9.02 An Employee who believes she has a complaint or a difference shall first discuss it with her supervisor within seven (7) days after the complaint or difference first arises. The parties agree that the days, as referred to in this article are calendar days.

Step #1. If she is not satisfied with the response, the complaint or difference shall be submitted in writing to the supervisor within seven (7) working days of the discussion. The supervisor shall provide a written reply to the complaint or question within seven (7) working days from the receipt of the complaint or difference. The employee shall be entitled to union representation.

Step #2 Failing a satisfactory settlement, the employee may lodge a grievance in writing to the manager or her designated representative within seven (7) working days of receipt of the supervisor reply under Step 1. Within seven (7) working days of the receipt of the written grievance, the manager or her designated representative shall meet with one (1) member of the grievance committee, the employee shall be entitled to the assistance of the CUPE national representative assigned to the local.

Step #3 Failing a satisfactory settlement being reached at Step 2, either party may

refer the grievance to arbitration.

- 9.03 The reference to days means all calendar days except Saturdays, Sundays and paid holidays as defined in Article 19. Any and all time limits may at any time be extended by written agreement between the Employer and the Union.
- 9.04 Within the terms of this Agreement, a Union "Policy Grievance" shall be defined as any difference between the Employer and the Union concerning the interpretation, application, administration or alleged violation of any of the provisions of this Agreement, including a question of whether or not a matter is arbitrable. Such grievance shall be submitted in writing to the Executive Director, who shall convene a meeting of the parties within fourteen (14) calendar days of receipt of the grievance, at a mutually agreed to time.

The Executive Director shall reply in writing within five (5) days of the date of the meeting set out herein. Failing settlement the grievance may be submitted to arbitration if the request is made in writing to the other party within fourteen (14) days after the reply is given. If the grievance is not forwarded to arbitration within those fourteen (14) days, the grievance will be deemed to be settled or abandoned. The time limits set forth in this Article may be extended by mutual agreement between the parties. No Union Policy grievance shall be processed in the above manner which an employee could normally process as an individual employee grievance.

- 9.05 A "Group Grievance" is defined as single grievance, signed by a Steward or a CUPE Representative on behalf of a group of employees who have the same complaint. Such a grievance must be dealt with at successive stages of the grievance procedure, commencing with Step #1. The grievors shall be listed on the grievance form. Should such a grievance be referred to arbitration, the matter shall be adjudicated as a group grievance.

## **ARTICLE 10 ARBITRATION**

- 10.01 When either party requests that a grievance be submitted to Arbitration as provided under this Collective Agreement, the party seeking Arbitration shall notify the other party within ten (10) days of the expired time limit for the last step of the Grievance Procedure, of its intention to proceed to Arbitration and shall signify with such notice a list of three (3) suggested arbitrators to act as a Sole Arbitrator. The recipient of the notice shall within ten (10) days inform the other party of agreement to one of the suggested arbitrators, or provide a list of three (3) alternate arbitrators. If the parties can agree to a Sole Arbitrators within thirty (30) days of the notice referring the matter to Arbitration, the matter will proceed to be heard by a Sole Arbitrator. Where the parties cannot agree on the Sole Arbitrator, either party may request that the applicable government Ministry make the appointment.

- 10.02 Notwithstanding the foregoing provisions respecting the engagement of a Sole Arbitrator, if the parties agree, a Board of Arbitration shall be chosen to act in the same capacity and having the same powers as a Sole Arbitrator. The party seeking the establishment of a Board of Arbitration shall notify the other party within ten (10) days of the expired time limit for the last step of the Grievance Procedure, of its intention to proceed to Arbitration and at the same time shall name its nominee. .
- i. The recipient of the notice shall, within ten (10) days of the receipt of the notice, name its nominee to the Board of Arbitration.
  - ii. The two (2) nominees shall endeavor to agree upon a third person to act as Chairperson within fifteen (15) days of the appointment of the second nominee. If the nominees fail to agree on a Chairperson, either one of them may request that the applicable government Ministry make the appointment.
  - iii. The proceedings of the Arbitration Board will be expedited by the parties hereto, and the decision of the majority and where there is no majority, the decision of the Chairperson will be final and binding upon the parties hereto.
  - iv. Each of the parties shall be responsible for the fees and expenses of its nominee and its own witnesses. The fees and expenses of the Chairperson shall be shared equally by the parties to this Agreement.
- 10.03 Each of the parties hereto shall bear the expenses of the representative appointed on its behalf and the parties hereto shall jointly bear the expense of the chairperson of the Board of Arbitration.
- 10.04 No person may be appointed as a nominee who had been involved in an attempt to negotiate or settle the grievance.
- 10.05 The Sole Arbitrator or Board of Arbitration shall have authority only to settle disputes under the terms of this Agreement and only to interpret and apply this Agreement to the facts of the grievance(s) involved. Only grievances arising from the interpretation, application, administration or alleged violation of this Agreement including a question as to whether a matter is arbitrable shall be arbitrated.
- 10.06 Notwithstanding the arbitration procedure outlined above, a grievance after the second step in the grievance procedure may be referred to the Ontario Labour Relations Board for arbitration by mutual consent under the provisions of the *Labour Relations Act* for appointment of a sole arbitrator.

## **ARTICLE 11 DISCIPLINE AND DISCHARGE**

- 11.01 In the event an employee who has completed probation is disciplined/discharged and the employee contends that the discipline/discharge is without just and sufficient cause, the matter may be taken up as a grievance in accordance with

Article 9. It is understood that a lesser standard of just cause may be applied to probationary employees than to seniority employees in matters of discipline and/or discharge.

- 11.02 For suspensions and discharges, such grievances may be initiated at Step 2 of the grievance procedure and be processed in accordance with the provision of that section (Article 9.02, Step 2).
- 11.03 All agreements reached under the grievance procedure between the Employer and its representatives, and the Union and its representatives, will be final and binding upon the Employer, the Union and the employee(s) involved.
- 11.04 An employee shall have the right, upon reasonable written request, to have access to and review her personnel file, in the presence of the Executive Director or designate, and shall have the right to respond in writing to any document contained therein: which response shall become part of the permanent record. The employee shall have the right to request, in writing copies of any document that is considered part of the personnel file. This information is to be provided within three (3) days by the Employer. Any disagreement as to the accuracy of information contained in the employees file may be subject to the grievance procedure.
- 11.05 Dismissal grievances will be settled by confirming the Employer's action or by reinstating the employee in a manner that is just and equitable in the opinion of the conferring parties or the board of arbitration, as the case may be.
- 11.06 Letters of reprimand are to be removed form an employee's record after twenty-four (24) months from the date of reprimand. Notwithstanding the foregoing, the parties mutually agree that all disciplinary action related to resident and/or family interaction will remain on file permanently.
- 11.07 The parties agree that residents have a right to live in an environment that is free from abuse. The parties agree that the abuse of residents by employees will not be tolerated. The Union further agrees to cooperate with the Employer to promote an abuse free environment for all residents.

## **ARTICLE 12 SENIORITY & SERVICE**

- 12.01 Seniority is defined as the length of service with the Employer (Trafalgar Lodge Retirement Residence) and shall operate on a bargaining unit wide basis.

For Part Time employees one year seniority = 1750 hours paid.

When Employees transfer from Part Time to Full Time or Full Time to Part Time their seniority will be adjusted accordingly.

Note: Part-time and unscheduled part-time employees shall progress from the start rate through increment levels on the basis of after seventeen-hundred and fifty (1750) hours equal one (1) year (hours shall include: hours worked and paid; and hours not worked and paid for by the Employer and hours not worked and paid for under the Occupational Insurance Plan)

- 12.02 (a) A newly hired full-time employee shall be on probation for 450 working hours from the last date of hiring. The probation period may be extended by mutual agreement between the Employer, the Employee and the Union by up to an additional month. Such agreement shall be in writing.
- (b) A newly hired part-time employee shall be on probation for 450 working hours worked or four (4) months, whichever occurs first. The probation period may be extended by mutual agreement between the Employer, the employee and the Union by up to an additional fifty (50) hours. Such agreement shall be in writing.
- (c) The purpose of probation is to provide an opportunity for the Employer to determine whether an employee has the ability and qualities to become a reliable, competent employee and for the employee to determine whether the position is to her liking. It is understood that a lesser standard of just cause may be applied to probationary employees than to seniority employees in matters of discipline and/or dismissal.
- 12.03 An employee's seniority and all benefits and all seniority rights shall cease and the employee be deemed to be terminated if an employee:
- (a) is discharged for just cause and is not re-instated through the grievance or arbitration process;
- (b) resigns or quits;
- (c) fails to notify the Employer of his intention to return to work within forty eight (48) hours of receiving notification of recall by registered mail or fails to return to work within fourteen (14) calendar days after being notified by registered mail, delivered to his current address unless unable to do so because of sickness or accident of his recall from layoff. It shall be the responsibility of the employee to keep the Employer informed of his current address;
- (d) is absent from work for more than thirty (30) months by reason of absence while on W.S.I.B.;
- (e) is absent from work in excess of three (3) working days without a reasonable excuse.
- (f) The employee has been laid off and not recalled to work for twenty-four (24)

months;

- (g) Fails to return to work from an authorized leave of absence;
- (h) Accepts gainful employment during any leave of absence without obtaining the Employer's consent prior to the leave.
- (i) Absences occasioned by illness for more than twenty-four (24) months unless in violation of the Human Rights Code.
- (j) Is unscheduled part-time and has not been scheduled to work for a period of twelve (12) months (unless on an employer-approved leave of absence).

12.04 A seniority list will be revised two (2) times per year on January 1<sup>st</sup> and July 1<sup>st</sup>. A copy of the seniority list will be posted and a copy will be given to the Union. The seniority list for all employees will be in order of last date of hire. If two or more employees commence work on the same day, their position on the seniority list shall be in order of first (1<sup>st</sup>) shift worked; i.e. days, evenings, nights.

### **ARTICLE 13 FULL-TIME AND PART TIME EMPLOYEES DEFINED**

13.01 Students are employees who are enrolled at a recognized educational institute and may be employed during the school vacation periods. The school vacation period is defined as Summer vacation, Christmas and Spring Break. No student will be utilized until all part-time employees have been offered their maximum hours of employment per week. Any student working past any of the recognized vacation periods (as specified in this article) shall be considered Part-Time Employees.

13.02 (a) A full-time employee is one who is regularly scheduled more than forty-eight hours (48) in a bi-weekly pay period on a regular and continuing basis.

(b) A part-time employee is one who is regularly scheduled forty-eight hours or less in a bi-weekly pay period on a regular and continuing basis.

(c) An unscheduled part-time employee is an employee without regularly scheduled hours who can be called in to work on an as needed basis.

(d) Both parties agree that students and employees who are regularly employed for not more than twenty-four (24) hours per week shall have first preference over any person outside the bargaining unit in accordance with their seniority and qualifications when filling full-time positions.

**ARTICLE 14 LAYOFFS AND RECALLS**

- 14.01 A lay-off shall be defined as a permanent reduction in the workforce or a permanent reduction in the regular hours of work of an employee. The Employer shall notify employees who are to be permanently laid off in accordance with the provisions of the Employment Standards Act and the Union with no less than four (4) weeks written notice.
- 14.02 In the event of layoff, the Home shall lay off employees in the reverse order of their seniority, within their classification, providing that there remain on the job employees who have the ability and qualification to perform the work.

An employee who is subject to layoff shall have the right to either:

(a) accept the layoff; or

(b) opt to retire;

(c) displace another employee who has lesser bargaining unit seniority in the same or a lower or an identical-paying classification in the bargaining unit if the employee originally subject to layoff has the ability to meet the normal requirements of the job and is qualified without training, other than orientation. An employee so displaced shall be deemed to have been laid off and shall be entitled to notice in accordance with Article 14.01.

An employee who chooses to exercise the right to displace another employee with lesser seniority shall advise the Employer of his or her intention to do so and the position claimed within seven (7) days after receiving the notice of layoff.

An employee who is subject to layoff other than layoff of a permanent or long-term nature shall have the right to accept the layoff or displace another employee in accordance with (a) and (c) above.

It is understood that, at time of layoff, up to date seniority lists (both full-time and part-time) will be provided. However, the seniority will be deemed to be merged for purposes of displacing another employee in accordance with 14.01

**14.03 Additional Layoff Procedures for the Reduction of Hours**

It is agreed and understood, that in the interest of efficiency and effectiveness, other layoff procedures may be mutually agreed upon.

The Employer agrees to:

- i) Provide the Union with bi-weekly reductions of hours per classification.

- ii) Provide the Union with revised work schedules (of classifications that are directly affected or could be affected). Where possible the Employer will attempt to maintain full time hours. It is understood and agreed that this will not restrict the Employer's right to schedule.
- iii) Inform Employees of the reductions.
- iv) Within five (5) days allow Employees to select, in order of seniority, a position within the new revised work schedule. Employees will also have the choice of attending in person or providing a number where they can be reached at their set time. Employees put their name down on any available position (providing qualified).

At the conclusion of this process the new schedule becomes effective and Employees with no available positions would receive their required notice in accordance with 14.01.

- 14.04 Recall shall be in the reverse order of the layoff procedure.
- 14.05 No new employee shall be hired while there are employees on layoff who have the necessary qualifications, skills and ability to perform the duties of the job.
- 14.06 In the event of a layoff of an employee, the Employer shall pay its share of insured benefits premiums for the duration of the notice period provided for in Article 14:01.
- 14.07 Laid off employees shall retain seniority, service and recall rights in accordance with 12.03 (f).
- 14.08 Employees on layoff shall be given preference for temporary vacancies which are expected to exceed fifteen (15) working days but less than eight (8) weeks as provided in Article #15 of the Collective Agreement. An employee who has been recalled to such temporary vacancy shall not be required to accept such recall and may instead remain on layoff. In such cases the job posting provision of the Collective Agreement is not considered violated.
- 14.09 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 second 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 for work. The employee is solely responsible for his or her proper address on record with the Employer.

## **ARTICLE 15 JOB POSTINGS AND VACANCIES**

- 15.01 (a) When a permanent vacancy occurs due to a resignation or termination, or when

a new position is created within the bargaining unit (unless the Employer intends to postpone or not fill a vacancy), the Employer shall post notices of the position on the Employer's bulletin board (s) for a minimum of five (5) working days. Temporary vacancies which are expected to be in excess of six (6) weeks will be also posted.

Only the initial and first subsequent vacancy shall be posted in accordance with 15.01. Any other subsequent vacancies will be offered to employees based on qualification and seniority, prior to the vacancy being filled from outside.

- (b) The job posting notice shall stipulate the position open, qualifications required, departments and shift(s);
- (c) The Employer may fill a vacancy at its discretion until the job posting provisions have been completed and fully processed;
- (d) The Employer may engage in outside advertising for job applicants. New employees will not be hired to fill vacancies prior to the consideration of the applicants of bargaining unit employees for such vacancies.

#### **TEMPORARY VACANCIES**

- (e) Temporary vacancies which are expected to be in excess of six (6) weeks will be also posted. It is agreed and understood that employees covering a temporary vacancy cannot apply for another temporary vacancy until the current temporary assignment has been completed.

15.02 All applications received will be considered within five (5) working days of the last day of posting of the notice under 15:01 (a). The Employer will consider the qualifications and ability of the applicant and shall appoint the most senior applicant who can satisfy all of the requirements set out here in.

The name of the successful applicant will be posted on the Employer's main bulletin Board.

15.03 In determining the time within which any action is to be taken or completed under the terms of this agreement, such time limits shall be exclusive of Saturday, Sunday and paid holidays.

15.04 The successful applicant shall be placed on trial in the new position for a period of two (2) months. Such trial promotions or transfer shall become permanent after the trial period unless:

- (a) The Employee feels that she is not suitable for the position and wishes to return to her former position, or
- (b) The Employer feels that the employee is not suitable for the position and

requires that she return to her former position.

- (c) In the event of either (a) or (b) above, the employee will return to her former position and salary without loss of seniority. Any other employee promoted or transferred as a result of the re-arrangement of positions shall also be returned to her former position and salary without loss of seniority.

## **ARTICLE 16 HOURS OF WORK**

16.01 (a) The following is intended to define the normal hours of work for full-time employees but shall not be interpreted as a guarantee of hours of work per day or per week or days of work per week. The normal hours for full-time employees are seven and one-half (7½) hours per day plus an unpaid thirty (30) minute meal period and seventy-five (75) paid hours in a two (2) week period.

- (b) It is understood that Charge Nurses are paid for their meal break if they are prohibited from leaving the building during their meal break.

- (c) The Night Personal Support Worker will also be paid for their meal break if prohibited from leaving the building.

16.02 No employee shall be scheduled to work more than six (6) consecutive days.

16.03 Employees shall be scheduled at least every two (2) weekends off in each four (4) week period unless mutually agreed otherwise. This provision shall not apply in the event of an unscheduled absence of employee, or at times when the Employer alters the schedule to accommodate an employee's request. The Employer will endeavour to arrange schedules so as to provide for every other weekend off. This shall not be construed as requiring the Employer to hire additional staff. This clause shall not apply to any employee who wishes to work more than the number of weekends herein provided. Employees who are on their weekend off shall not be subject to call-ins by the Employer unless they have requested to be called.

16.04 The Employer shall post work schedules on a four (4) week basis at least one (1) week prior to the effective date of the schedule. No changes shall be made in the schedule of the employees once it is posted unless by mutual agreement, or unless it is necessary to facilitate the return to work of an employee who has been on *Worker's Safety and Insurance Act* absence as referred to in Article 15.10 of this Agreement.

16.05 (a) There shall be two (2) fifteen (15) minutes breaks with pay for all employees during each shift of six (6) hours or more, at times that are designated by the Employer.

- (b) Short shifts of more than four (4) hours but less than six (6) hours shall receive one (1) fifteen (15) minute break with pay during the middle portion of such shift at a time designated by the Employer.

**16.06 CALL IN PROCEDURE**

The Employer shall maintain a call-in list. Call-ins will be shared as fairly and equitably as possible based on the most senior employee within the classification being called first, on a rotating basis. Call-ins will be by shift, not by number of hours.

The Employer shall bypass an employee on the list who would be eligible for overtime premium if called in to work until such time as all employees who are qualified and available would be eligible for overtime pay.

Each call-in will be indicated in the call-in book as "accepted", "no answer" or "refused".

It is agreed and understood that Employees have regularly scheduled shifts and their first commitment is to those shifts.

**SHIFT EXCHANGES OR GIVEAWAYS**

Employees will be permitted to giveaway or exchange shifts with other Employees by completing the appropriate forms, as supplied by the Employer, and with the Employer's permission. Such permission will not be unreasonably withheld. The Employer has no obligation for any overtime/premium payment arising out of any such giveaway or exchange. Where the shifts involved has a shift premium, this premium shall be paid to the employee working the shift.

**16.07 Shifts of work shall be defined as follows:**

a) Day Shift

A shift where the majority of hours fall between 0700 and 1500 hours.

b) Afternoon Shift

A shift where the majority of hours fall between 1500 and 2300 hours.

c) Night Shift

A shift where the majority of hours fall between 2300 and 0700 hours.

**ARTICLE 17 OVERTIME AND PREMIUMS**

**17.01 OVERTIME DEFINED**

Employees shall receive wages at the rate of one and one-half (1½) times the regular rate for all time in excess of 7.5 paid hours per shift and for all time in excess of seventy-five (75) paid hours in a bi-weekly pay period. Overtime shall

not apply if it is the result of a voluntary switch of time at the request of the employee. All overtime must be approved by the Employer or the Employer's designate prior to any overtime being worked.

**17.02 WEEKEND PREMIUM**

Effective September 18, 2022, Employees shall be paid a Weekend Premium of an additional \$0.15/hour for all hours worked between Friday at 23:00 pm and Sunday at 23:00 pm.

**17.03 CALL-BACK PAY**

A full-time employee who has been called back to work by the Employer after completing her earlier shift shall be paid for a minimum of three (3) hours at overtime rates providing her original shift was seven and one-half (7 ½ hours) in duration.

**17.04 COMPENSATION FOR WORK ON 7<sup>TH</sup> DAY NOT REGULARLY SCHEDULED**

No employee shall be regularly scheduled to work more than six (6) consecutive days, except upon her own request, or except in the case of emergency. Compensation for all work performed on the 7<sup>th</sup> and subsequent day not regularly scheduled, shall be paid for at a rate of time and one-half.

**17.05 TURN AROUND TIME**

Except by agreement between the parties or except in the case of emergency, an employee shall have a break of at least twelve (12) hours between scheduled shifts. An employee who is required to start a new scheduled shift within twelve (12) hours of completing her previous shift, including overtime, shall be paid at the rate of time and one-half for all hours which fall within the twelve hour turn around time.

**17.06 REPORTING PAY**

If an employee is scheduled to work a four or more hour shift reports for work and is notified that no work is available, she shall be paid a minimum of two (2) hours pay at her regular rate and shall remain at the Home.

17.07 Changes in the posted work schedule initiated by employees shall not result in overtime compensation or payment as a result of such changes.

**ARTICLE 18 VACATIONS**

**18.01 LENGTH OF VACATION**

a) Full-time employees shall be granted vacations according to the following schedule:

<b>Years of Service</b>	<b>Vacation</b>	<b>Vacation Pay</b>
Less than 1 year	1 day per month up to a maximum of 10	4%

After 1 year but less than 4 years	Two (2) calendar weeks	4%
After 4 years but less than 8 years	Three (3) calendar weeks	6%
After 8 years but less than 15 years	Four (4) calendar weeks	8%
After 15 years but less than 24	Five (5) calendar weeks	10%
After 24 years	Six (6) calendar weeks	12%

b) Part-time employees shall be granted vacations according to the following schedule:

<b>Service Hours</b>	<b>Vacation Pay</b>
Less than 1,750 hours	4% of gross earnings for the period worked; time off at the rate of one day per month to a maximum of 10
1,750 hours, but less than 7,000	4%
7,000 hours, but less than 14,000	6%
14,000 hours, but less than 26, 250	8%
26,250 hours, but less than 42,000	10%
More than 42,000 hours	12%

#### 18.02 VACATION PAY

Vacation pay shall be 2% of gross earnings for each week of vacation entitlement. Gross earnings will be based on the previous calendar year earnings.

Vacation pay for all full time employees shall be paid during the pay period in which the vacation is being taken.

Vacation pay for all part time employees will be paid on each bi-weekly pay cheque. For the purposes of entitlement 1,750 paid hours equals one year of service.

#### 18.03 VACATIONS NOT ACCUMULATIVE

The accrued vacation must be taken during the vacation year immediately following the year it was accrued and not prior to that.

An employee shall not normally be permitted to accumulate his / her vacation from one year to another.

Approval may be granted, under special circumstances, to allow an Employee carry over vacation from one year to the next. The request and approval will be in writing.

**18.04 HOLIDAYS DURING VACATION**

If a paid holiday falls or is observed during an employee's vacation period, where she is so entitled, shall be granted an additional day's vacation with pay for each holiday, in addition to her regular vacation time.

Vacation pay for all employees shall be paid during the pay period in which the vacation is being taken.

**18.05 VACATION PAY ON TERMINATION**

An employee whose employment has terminated shall be entitled to any outstanding vacation monies owed.

**18.06 VACATION SCHEDULES**

All vacation requests, excluding those during prime time, as identified below, shall be granted on a first come, first serve basis, subject to operational requirements.

Any dispute in the scheduling of vacation which cannot be resolved between all of the parties, shall be decided upon on the basis of seniority.

Vacation requests during the prime-time summer period (July 1 to September 30) shall be submitted by April 30. Vacation requests forms not received prior to the April 30 deadline will be reviewed on a first come basis. The Employer will make every effort to provide a timely response to these written vacation requests.

By the beginning of July the Employer will attempt to notify all Employees of any unscheduled vacation. For Employees who have not scheduled their vacation by the beginning of September the Employee shall meet with the Employer to schedule their vacation.

**18.07 UNBROKEN VACATION PERIOD**

Subject to operational requirements, an employee shall be entitled to receive her vacation in an unbroken period.

**18.08 ILLNESS DURING VACATION**

Where it can be established to the satisfaction of the Employer by the employee that an accident or serious illness occurred while on vacation, sick leave may be substituted for vacation.

It is understood that the Employer will reschedule vacation for an employee whose vacation would be interrupted by a serious illness occurring immediately prior to the scheduled vacation.

**ARTICLE 19 PAID HOLIDAYS**

19.01 For full-time employees who have completed their probationary period only, the

Employer shall recognize the following as paid holidays:

New Year's Day	Labour Day
Family Day	Thanksgiving Day
Good Friday	Civic Holiday
Victoria Day	Christmas Day
Canada Day	<b>One (1) float holiday</b>
Boxing Day	

It is understood that the Float Holiday will be scheduled at a time that is mutually agreed upon between the employee and the Employer while having due regard for the Employer's operations and ability to properly manage the Home.

- 19.02 If another Federal, Provincial or Municipal Holiday should be proclaimed during the term of this Agreement, such additional proclaimed holiday will replace one of the paid holidays specified above which is not yet a statutory holiday and which has not been observed in the year in question. The intent is that there will be no more than the number of paid holidays per calendar year set out in this Agreement for the duration of the Agreement.
- 19.03 In order to qualify for holiday pay a full-time employee must work her full scheduled shift preceding and immediately following the holiday concerned. The Employer shall endeavour to schedule such that no employee shall be required to work more than 50% of the above noted Paid Holidays in a calendar year.
- 19.04 Employees eligible for holiday pay shall be credited with pay computed at straight time for the holidays referred to above.
- 19.05 An employee who qualifies for holiday pay and who works on the holiday will receive pay at the rate of time and one half (1 1/2) the employee's regular rate for the work performed on such holiday in addition to the employee's holiday pay.
- 19.06 An employee who is not eligible or who is not qualified and who is required to work on any of the named holidays will receive pay at the rate of time and one half (1 1/2) the employee's regular rate of pay for each hour worked.
- 19.07 If one of the above named holidays occurs on an employee's regular day off or during her vacation period, the employee shall receive an additional day off in lieu thereof within thirty (30) days after the holiday unless otherwise arranged between the employee and the supervisor. If unable to schedule the lieu day a day's pay will be paid out.

## **ARTICLE 20 PAYMENT OF WAGES AND ALLOWANCES**

### **20.01 PAY DAYS**

Wages, in accordance with Schedule 'A' attached hereto and forming part of this Collective Agreement, shall be paid on Thursdays on a bi-weekly basis. Wages shall be directly deposited into an employee's bank account based on the information that is provided by the employee to the Home. It is the employee's responsibility to keep the Employer informed of any changes in the employee's banking information from time to time.

### **20.02 PAY ON TRANSFER TO LOWER RATED POSITION**

When an employee is temporarily assigned to a position paying a lower rate, her rate shall not be reduced.

### **20.03 UNIFORM ALLOWANCE**

Uniform allowance is for the exclusive purpose of maintaining and purchasing uniforms. Employees who are required by the Home to wear a uniform there shall be a uniform allowance of \$90.00 (ninety dollars) for full-time employees and \$60.00 (sixty dollars) for all part-time employees paid January 15 of each year. It is understood and agreed that uniform allowance will only be paid if an employee has completed probation by the said 15<sup>th</sup>.

### **20.04 SHIFT PREMIUM**

All shifts worked between the hours of 3:00 p.m. to 7:00 a.m. shall receive \$0.40 for each hour worked during that period.

### **20.05 Surge Learning**

When the employer requires training outside of working hours, it will compensate employees at their regular rate.

## **ARTICLE 21 SICK LEAVE**

21.01 Full time employees shall be entitled to a sick leave plan based on the following:

- a) Sick leave shall be for the sole purpose of protecting full time employees from loss of income due to legitimate illness.
- b) All full-time employees who have completed their probationary period shall accumulate sick time credits based on the following schedule:
  - i) Full time employees who have completed their probation will begin to accumulate sick credits at the rate of 7.5 hours for each calendar month. (Effective September 1/07).

- ii) The unused portion of an employee's sick leave shall accrue for her/his future benefit to a maximum of one hundred and forty (140) hours of credit. Provided credits are available, employees will be eligible to claim one hundred percent (100%) of scheduled lost time due to illness (Effective September 1/07).
  - iii) An employee who is injured and receiving payments from the Workers' Compensation Board will not be paid from her sick leave credits by the Employer.
  - iv) An employee shall notify the Employer of sickness at least two (2) hours prior to the commencement of their day shift and four (4) hours before the evening and night shift, unless impossible.
  - v) An employee may be required to produce a certificate from a qualified medical practitioner for any illness in excess of three (3) working days, certifying that the employee was unable to carry out their duties due to illness. The Employer will pay for the medical certificate if requesting same.
  - vi) No employee may receive sick pay credits of more than 140 (one hundred and forty) hours per year (Effective September 1/07).
- c) A full-time employee shall be entitled to have those days absent due to sickness from her scheduled shift paid for at her normal rate for the hours missed, so long as she has sick leave credits. The amount of sick leave credits shall be reduced by the number of hours the employee claims payment.

## **ARTICLE 22 LEAVES OF ABSENCE**

### **22.01 UNION LEAVE**

- a) Upon the request of the Union, members shall be entitled to an unpaid leave of absence for the purpose of attending educational seminars, conferences and conventions sponsored by the Union, such leave being subject to the Employer being able to adequately staff the Home without violating scheduling requirements ,or causing an employee to work overtime.
- b) An employee promoted to a position with the National Union shall be granted a leave of absence for one year. Such leave may be renewed annually upon request of the employee. This leave is without pay and without any cost to the employer.

## **22.02 PARENTAL/PREGNANCY LEAVE**

(a) Parental/pregnancy leave will be granted in accordance with the provisions of the Employment Standards Act (ESA) as amended from time to time which is as follows:

- (1) Employees newly hired to replace employees who are on parental/pregnancy leaves may be released and such release shall not be the subject of a grievance or arbitration. If retained by the Home in a permanent position, the employee shall be credited with seniority from the date of hire subject to successfully completing her probationary period. The Home will outline to employees hired to fill such temporary vacancies the circumstances giving rise to the vacancies and the special conditions relating to such employment.
- (2) Upon return to work, an employee shall be reinstated to her former position, at the start of the work schedule, provided the position still exists. If not to a comparable position at the same rate of pay when the leave commenced or, if it is higher, the rate the employee would have been earning had she worked through the leave.
- (3) An employee shall give at least two (2) weeks' notice of her intention to return to work, however, her leave shall not end before the expiration of six (6) weeks unless other arrangements have been made with the Employer.
- (4) The Home may require on medical grounds, that the leave of absence must begin on a date earlier than that requested by the employee, if at such time the duties of her position cannot be reasonably performed by a pregnant woman, or the performance of the employee's work is materially affected by the pregnancy, and the employee must, if requested by the Home, furnish medical proof of her physical fitness to resume her employment following her leave of absence.

## **22.03 SUB PLAN**

Effective September 18, 2022, an employee who is on pregnancy and/or parental leave as provided under this agreement and has applied for and is in receipt of employment insurance pregnancy/parental benefits pursuant to section 18 and 20 of the Employment Insurance Act, 1971, shall be paid a supplemental unemployment benefit. That benefit will be equivalent to the difference between seventy-five percent (75%) of her regular weekly earnings and the sum of her weekly rate of Employment Insurance Benefits and any other earnings.

Such payment shall commence following completion of the one (1) week Employment Insurance waiting period and receipt by the Employer of the

employee's Employment Insurance cheque stub as proof that she is in receipt of Employment Insurance pregnancy and/or parental benefits shall continue while the employee is in receipt of such benefits consisting of fifteen (15) weeks of pregnancy and ten (10) weeks for parental.

#### **22.04 BEREAVEMENT LEAVE**

(a) Upon the death of an employee's spouse, child, parent, sibling, mother-in-law, father-in-law, grandparent or grandchild the employee shall be granted leave up to a maximum of four (4) days without loss of pay, effective September 18, 2022.

(b) Upon the death of an employee's, brother-in-law, sister-in-law, legal guardian, son-in-law, or daughter-in-law, the employee shall be granted leave up to a maximum of two (2) days without loss of pay.

(c) An employee shall be granted one (1) day bereavement leave without loss of pay to attend the funeral of his aunt/uncle, niece or nephew.

(d) An employee will not be eligible to receive payment under the terms of bereavement leave for any period in which he/she is receiving payment for holiday pay, or during a paid or unpaid leave of absence, while on sick leave or in receipt of benefits under WSIA.

(e) It is understood that if bereavement occurs during an employees vacation period the employee may upon request have the vacation days substituted with their bereavement entitlement and the vacation days will be rescheduled for future use.

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

#### **22.05 JURY DUTY**

When an employee is required to serve on a jury, she shall be relieved of her duties for such time as it may require. It is the employee's responsibility to come to work on any day that would otherwise be a scheduled working day that she is not actually required for jury duty, or to be present in court. The employee shall not lose any seniority or benefits during jury duty leave.

#### **22.06 EDUCATION LEAVE**

An employee shall be entitled to a leave of absence without pay and without loss of seniority and benefits to write examinations to upgrade her employment qualifications providing the Employer is able to adequately staff the Home without violating scheduling requirements or causing any employee to work overtime.

## **22.07 GENERAL LEAVE**

If an employee has no vacation time left, the Employer may grant a leave of absence without pay to any employee for legitimate personal reasons. The employee, to be considered for such leave of absence, must make her request known to the Home, in writing, as soon as possible as the need for such leave becomes known to the employee. Such consent shall not be unreasonably withheld, having regard for the reason for the requested leave and the staffing requirements of the Home.

## **22.08 SELF-ISOLATION PAY**

Effective February 23, 2023, 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.

## **ARTICLE 23 EMPLOYEE BENEFITS**

23.01 (a) The following benefits apply to full-time employees only who have completed probation.

1. The Employer shall pay 100% of the premium cost for a supplementary health insurance plan which includes drugs, semi-private hospitalization. A non-deductible vision coverage of \$250 (two hundred and fifty dollars) every twenty-four (24) months for employees and eligible dependents effective September 18, 2022. Effective November 12, 2024, vision care increased to \$300 (three hundred dollars).  
Effective October 18, 2022, Drugs will be reimbursed at one hundred percent (100%).
2. The Employer shall pay 100% of the premium cost for one times (1x) the employee's salary, group life insurance and accidental death and dismemberment for all eligible employees at age 65 both the life insurance and accidental death and dismemberment coverage will be reduced to \$12,500 and cease at age 70.
3. Previous Dental Plan-based on the current Dental Association Suggested schedule of Fees for General Practitioners. The Employer will pay one hundred percent (100%) of the premiums. There is a twenty-five (\$25.00) single and a fifty (\$50.00) family deductible with a two thousand (\$2000.00) maximum effective October 18, 2022, for preventative and maintenance coverage.

#### 4. Paramedical Benefits Per Calendar Year

- Acupuncturist \$500
  - Chiropractor \$500
  - Massage Therapist \$500
  - Physiotherapist \$500
  - Podiatrist/chiropractist \$500
  - Naturopath \$500
  - Osteopath \$500, In addition, up to \$40 per calendar year for x-rays.
- 
- Clinical Counsellor: \$1000, per calendar year combined for services of a clinical counsellor, psychotherapist, psychoanalyst, psychologist, registered marriage and family therapist and social worker.
  - Psychotherapist: \$1000, per calendar year combined for services of a clinical counsellor, psychotherapist, psychoanalyst, psychologist, registered marriage and family therapist and social worker.
  - Psychoanalyst: \$1000, per calendar year combined for services of a clinical counsellor, psychotherapist, psychoanalyst, psychologist, registered marriage and family therapist and social worker.
  - Psychologist: \$1000, per calendar year combined for services of a clinical counsellor, psychotherapist, psychoanalyst, psychologist, registered marriage and family therapist and social worker.
  - Registered Marriage and Family Therapist: \$1000, per calendar year combined for services of a clinical counsellor, psychotherapist, psychoanalyst, psychologist, registered marriage and family therapist and social worker.
  - Social Worker: \$1000, per calendar year combined for services of a clinical counsellor, psychotherapist, psychoanalyst, psychologist, registered marriage and family therapist and social worker.
  - Speech Therapist: \$1000 per calendar year

#### 5) Employee Assistance Program - Morneau Shepell All employees

- (b) Notwithstanding any other provisions of the Collective Agreement, the Employer is not obliged to make any premium payments in respect of any employee who is on layoff, or leave of absence (including union leave, etc.) in excess of thirty (30) calendar days. Employees whose illness continues beyond the coverage therein provided, shall be permitted to continue

coverage at their own expense for a period of up to twelve (12) months provided the premiums are paid to the Employer on a monthly basis by the 5<sup>th</sup> of the month that the premium is due.

If timely payment is not made coverage will cease until the employee is eligible to be covered after she/he returns to work.

#### **23.02 PART-TIME BENEFITS**

A part-time employee who has completed probation, not including students shall receive in lieu of benefits, sick leave, and holiday pay an amount of 9% (nine percent). It is understood and agreed that a part-time employee working on a holiday will receive one and one half (1 1/2) times her straight time hourly rate for all hours worked on the holiday.

#### **23.04 CHANGE IN CARRIER**

The Employer may change insurance carriers, but in doing so there will not be an erosion of the level of benefit provided. The Union shall be advised of any change in insurance carrier.

Whenever there is a change(s) to existing Benefit carrier(s), and/ or the benefits provided, the employees shall receive notification of such changes or if applicable, new/ amended Benefit Booklets.

### **ARTICLE 24 PENSION PLAN**

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

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

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

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

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

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

24.02 Each eligible employee covered by this Collective Agreement shall contribute for each pay period an amount equal to two and one-half percent (2.5%) of applicable wages to the Plan. The Employer shall contribute on behalf of each

eligible employee for each pay period, an amount equal to two and one-half percent (2.5 %) of applicable wages to the Plan.

Effective September 18, 2022, each eligible employee covered by this Collective Agreement shall contribute for each pay period an amount equal to three percent (3%) of applicable wages to the Plan. The Employer shall contribute on behalf of each eligible employee for each pay period, an amount equal to two and one-half percent (3%) of applicable wages to the Plan.

Effective November 12, 2024, 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.

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

24.04 The Union acknowledges and agrees that other than making its contributions to the Plan as set out in this Article, the Employer shall not be obligated to contribute toward the costs 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.

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

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

- i) to be provided once only at Plan commencement:
  - Date of hire
  - Date of birth

- Date of first contribution
  - Seniority List 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 Employer by the employee
  - Termination date when 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.

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

## **ARTICLE 25 HEALTH AND SAFETY COMMITTEE**

25.01 The Employer and the Union agree that they mutually desire to maintain standards of safety and health in the Home in order to prevent accidents, injury or illness and as such will comply with the *Health and Safety Act (Ontario)* as amended from time to time.

A joint management and employee health and safety committee, consisting of two (2) management and two (2) Union members, shall be constituted with representation of at least half by employees from the bargaining unit, who shall identify potential dangers, recommend means of improving the health and safety programs and obtaining the identification of hazards and standards. The committee shall normally meet every three (3) months.

Scheduled time spent in such meetings is to be considered as time worked. Minutes shall be taken of all meetings and copies shall be distributed to the

Employer and the Union.

25.02 Two representatives of the joint Health and Safety Committee, one from management and one from the employees on a rotating basis designated by the employees, shall make monthly inspections of the workplace and equipment and shall report to the Health and Safety Committee the results of their inspection. In the event of accident or injury, such representatives who are at work shall be notified immediately and shall investigate and report as soon as possible to the committee and to the Employer on the nature and causes of the accident or injury.

Furthermore, such representatives who are at work must be notified of the inspection of a government inspector and shall have the right to accompany him on his inspections. Scheduled time spent in all activities shall be considered as time worked.

25.03 The Union agrees to endeavour to obtain the full cooperation of its membership in the observation of all safety rules and practices.

25.04 **WORKPLACE SAFETY AND INSURANCE**

For an employee who is absent due to illness or injury that is compensable under the *Workplace Safety and Insurance Act*, the following shall apply:

(a) The Employer shall continue to pay all health and welfare benefits in accordance with Article 23.01(b).

(b) An employee will be ineligible for paid holiday vacation pay, sick leave or any other benefits mentioned in this Agreement during any absence covered under the *Workplace Safety and Insurance Act* except where specified otherwise in the Act.

**ARTICLE 26 GENERAL**

26.01 The Employer agrees to provide a bulletin board for the Union to use for the purpose of posting information concerning union business. It is further agreed that copies of such notices must be approved by the Employer prior to posting. Such permission will not unreasonably withheld.

26.02 The Union and the Employer desire every employee to be familiar with the provisions of this Agreement and her rights and duties under it. For this reason, the parties shall arrange for the printing of sufficient copies of the agreement with the cost of such printing to be borne equally by the Employer and the Union. Such copies to be available within thirty (30) days of signing.

26.03 The Employer and the Union agree that under no circumstances will there be any pyramiding of benefits or payments under this Agreement.

**26.04 LABOUR-MANAGEMENT COMMITTEE**

The Union and the Employer shall meet at a time agreed upon for the purpose of discussing matters arising out of the administration of this Agreement. Such meetings will be scheduled every three months, unless otherwise arranged by the parties. Employees attending these meetings will not suffer loss of wages.


**ARTICLE 27 TERM OF AGREEMENT**

**27.01 DURATION**

- (a) This Agreement shall be in effect from January 1, 2023 to December 31, 2024 and shall continue automatically thereafter during annual period of one (1) year each, unless either party notifies the other in writing within ninety (90) days prior to the expiration date that it desires to amend or terminate this Agreement.
- (b) In the event of such notification being given as to amendment of the Agreement, negotiations between the parties shall begin within thirty (30) days following such notification.
- (c) If, pursuant to such negotiations, an agreement on the renewal or amendment of this Agreement is not reached prior to the current expiration date, the Agreement shall be automatically extended until consummation of a new Agreement or completion of the proceeding prescribed under the *Labour Relations Act*, 1993, of the Province of Ontario and the *Hospital Labour Disputes Arbitration Act*, 1980, as amended, whichever should first occur.
- (c) The Employer shall pay any wage retroactivity within sixty days of the date of an Interest Arbitration Award and/or receiving written notice of ratification. All employees who left employment following the expiration of the prior collective agreement shall be notified by the Employer at their last known address and shall have thirty calendar days from the date notice is sent to claim retroactive payments.

Signed this 10 day of June 2025, in Oakville, Ontario.

**CANADIAN UNION OF PUBLIC  
EMPLOYEES, LOCAL 4762.3**


  
Shenea Willie (Jun 13, 2025 10:35 EDT)  
\_\_\_\_\_  
President, Local 4762

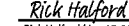
  
Janeth Jandoc (Jun 10, 2025 21:52 EDT)  
\_\_\_\_\_  
Bargaining Committee member

  
Margaret Mascarenhas (Jun 11, 2025 07:43 EDT)  
\_\_\_\_\_  
Bargaining Committee member

  
\_\_\_\_\_  
CUPE, National Representative

**TRAFALGAR LODGE**

  
\_\_\_\_\_  
National Director, Labour Relations

  
Rick Halford (Jun 17, 2025 07:04 EDT)  
\_\_\_\_\_  
Executive Director, Trafalgar

\_\_\_\_\_  
  
\_\_\_\_\_

**SCHEDULE "A"**

<b>TRAFALGAR LODGE - CUPE</b>							
<b>Classification</b>		<b>Expired</b>	<b>Jan 1, 2023</b>		<b>Jan 1, 2024</b>		
		<b>Jan 1/22</b>	<b>2%</b>	<b>3.5%</b>	<b>01-Oct-23</b>	<b>3.5%</b>	<b>01-Oct-24</b>
<b>RN</b>	<b>Start</b>	\$30.95		\$32.03	\$32.03	\$33.15	\$33.15
	<b>Post Probation</b>	\$31.29		\$32.39	\$32.39	\$33.52	\$33.52
	<b>Year 1</b>	\$33.11		\$34.27	\$34.27	\$35.47	\$35.47
	<b>Year 2</b>	\$33.53		\$34.70	\$34.70	\$35.91	\$35.91
<b>RPN</b>	<b>Start</b>	\$26.27		\$27.19	\$27.19	\$28.14	\$28.14
	<b>Post Probation</b>	\$26.78		\$27.72	\$27.72	\$28.69	\$28.69
	<b>Year 1</b>	\$27.70		\$28.67	\$28.67	\$29.67	\$29.67
	<b>Year 2</b>	\$28.04		\$29.02	\$29.02	\$30.04	\$30.04
<b>Personal Support</b>	<b>Start</b>	\$17.97		\$18.60	\$18.60	\$19.25	\$19.25
	<b>Post Probation</b>	\$18.21		\$18.85	\$18.85	\$19.51	\$19.51
	<b>Year 1</b>	\$18.66		\$19.31	\$19.31	\$19.99	\$19.99
	<b>Year 2</b>	\$18.88		\$19.54	\$19.54	\$20.22	\$20.22
<b>Cook</b>	<b>Start</b>	\$18.84		\$19.50	\$19.50	\$20.18	\$20.18
	<b>Post Probation</b>	\$19.21		\$19.88	\$19.88	\$20.58	\$20.58
	<b>Year 1</b>	\$20.57		\$21.29	\$21.29	\$22.04	\$22.04
	<b>Year 2</b>	\$20.85		\$21.58	\$21.58	\$22.34	\$22.34
<b>Dietary Laundry/Receptionist</b>	<b>Start</b>	\$15.45		\$15.99	\$16.55	\$17.13	\$17.30
	<b>Post Probation</b>	\$15.45		\$15.99	\$16.85	\$17.44	\$17.60
	<b>Year 1</b>	\$15.86		\$16.42	\$16.98	\$17.57	\$17.73
	<b>Year 2</b>	\$17.18		\$17.78	\$18.34	\$18.98	\$18.98
<b>UCP</b>		\$22.33		\$23.11	\$23.11	\$23.92	\$23.92
<b>Recreation Aide</b>	<b>Start</b>	\$15.45		\$15.99	\$16.55	\$17.13	\$17.30
	<b>Post Probation</b>	\$15.45		\$15.99	\$16.85	\$17.44	\$17.60
	<b>Year 1</b>	\$15.86		\$16.42	\$16.98	\$17.57	\$17.73
	<b>Year 2</b>	\$17.18		\$17.78	\$18.34	\$18.98	\$18.98

<b>TRAFALGAR LODGE - CUPE</b>				
<b>Classification</b>		<b>Jan 1/20 (EXPIRED)</b>	<b>Jan 1/21 2%</b>	<b>Jan 1/22 2%</b>
<b>RN</b>	Start	29.746	\$ 30.34	\$ 30.95
	Post Probation	30.075	\$ 30.68	\$ 31.29
	Year 1	31.826	\$ 32.46	\$ 33.11
	Year 2	32.229	\$ 32.87	\$ 33.53
<b>RPN</b>	Start	24.652	\$ 25.15	\$ 26.27
	Post Probation	25.150	\$ 25.65	\$ 26.78
	Year 1	26.043	\$ 26.56	\$ 27.70
	Year 2	26.361	\$ 26.89	\$ 28.04
<b>Personal Support Worker</b>	Start	16.682	\$ 17.02	\$ 17.97
	Post Probation	16.916	\$ 17.25	\$ 18.21
	Year 1	17.340	\$ 17.69	\$ 18.66
	Year 2	17.563	\$ 17.91	\$ 18.88
<b>Cook</b>	Start	18.104	\$ 18.47	\$ 18.84
	Post Probation	18.465	\$ 18.83	\$ 19.21
	Year 1	19.771	\$ 20.17	\$ 20.57
	Year 2	20.036	\$ 20.44	\$ 20.85
<b>Dietary Aide/Housekeeping Laundry/Receptionist</b>	Start	14.857	\$ 15.15	\$ 15.45
	Post Probation	14.857	\$ 15.15	\$ 15.45
	Year 1	15.249	\$ 15.55	\$ 15.86
	Year 2	16.512	\$ 16.84	\$ 17.18
<b>UCP</b>		21.457	\$ 21.89	\$ 22.33
<b>Recreation Aide</b>	Start	14.857	\$ 15.15	\$ 15.45
	Post Probation	14.857	\$ 15.15	\$ 15.45
	Year 1	15.249	\$ 15.55	\$ 15.86
	Year 2	16.512	\$ 16.84	\$ 17.18

*\*All wage rates are inclusive of any and all Pay Equity adjustments*