

# **COLLECTIVE AGREEMENT**

**Between**

**BURTON MANOR**

**- and -**

**THE CANADIAN UNION OF PUBLIC EMPLOYEES  
AND ITS LOCAL 4921**

**Term: October 1, 2024 to September 30, 2026**

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## **PREAMBLE**

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

- 1) To maintain and improve the harmonious relations and settled conditions of employment between the Employer and the Union.
- 2) To recognize the mutual value of joint discussions and negotiations in all matters pertaining to working conditions, employment, services, etc.
- 3) To encourage efficiency in operation.
- 4) To promote the morale, well-being and security of all the employees in the bargaining unit of the Union.
- 5) Both parties agree to act in a fair and reasonable manner.

AND WHEREAS it is now desirable that methods of bargaining and all matters pertaining to the working conditions of the employees be drawn up in an Agreement;

NOW THEREFORE, THE PARTIES AGREE AS FOLLOWS:

## **ARTICLE 1 - MANAGEMENT RIGHTS**

- 1.01 The Union acknowledges that it is the exclusive right and functions of the Employer to manage and direct its operations and affairs in all respects and, without limiting or restricting this right and function:
- (a) To determine and establish standards and procedures for the care, welfare, safety and comfort for the residents of the Home.
  - (b) To maintain order, discipline and efficiency, and to make, alter, and enforce reasonable rules and regulations to be observed by employees.
  - (c) To direct and control the work of the employees, to determine the amount of supervision necessary, the hours of work, the scheduling of employees, combining or splitting up of departments and work schedules, assignments, duties.
  - (d) To hire, classify, direct, promote, demote, transfer, discipline, suspend and discharge employees; provided that a claim of discriminatory classifications, promotion, demotion, discipline or suspension, or a claim by an employee who

has completed probation that they have been discharged without just cause, may become the subject of a grievance and be dealt with as hereinafter provided.

- (e) To exercise any of the rights, powers, functions or authority which the Employer has prior to the signing of this Agreement except as those rights, powers, functions or authorities are specifically abridged or modified by this Agreement.

The Employer shall exercise these rights in a fair manner consistent with this agreement.

#### 1.02 No – Discrimination

The Employer and the Union agree that all Employees will be protected against discrimination respecting their human rights and employment in all matters including age, race, colour, religion, creed, sex, sexual orientation, pregnancy, physical disability, mental disability, illness or disease, ethnic, or national or aboriginal origin, family status, marital status, source of income, political belief, affiliation or activity, membership in a professional association, business or trade association, employers' organization or Employees' organization, physical appearance, residence, or the association with others similarly protected, where to do so would be a violation of the Ontario Human Rights Code, as amended.

## **ARTICLE 2 – RECOGNITION**

#### 2.01 Bargaining Unit

The Employer recognizes the Canadian Union of Public Employees as the exclusive bargaining agent of all employees, of 124556 Ontario Inc. O/A as Burton Manor save and except supervisors, managers and co-ordinators, persons above the rank of Supervisor, Nurse Managers, Educator, Co-ordinators, Recreation Manager, Volunteer Coordinator, maintenance, office and clerical staff.

#### 2.02 Work of the Bargaining Unit

Persons whose jobs (paid or unpaid) are not in the bargaining unit shall not work on any jobs, which are included in the bargaining unit, except in cases mutually agreed upon in writing by the parties or for purposes of instruction, in emergencies or when regular employees are not available. Positions excluded from the bargaining unit as of the date signing of this collective agreement may continue to perform their current duties and this will not be considered a violation of this article.

In the event the employer for legitimate business reason wishes to change a vacant full-time position, it will advise the Union with sufficient notice to allow the union to make representations and to have a discussion of the employer's plans.

### 2.03 No Other Agreements

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

### 2.04 No Contracting Out

The Employer shall not contract out any work usually performed by members of the bargaining unit. Contracting out to an Employer who is organized, who will employ the employees of the bargaining unit who would otherwise be laid off with similar terms and conditions of employment is not a breach of this provision.

### 2.05 Representatives of Canadian Union

The Union shall have the right at any time to have the assistance of representatives of the Canadian Union of Public Employees or any other advisors when dealing or negotiating with the Employer. Such representatives(s)/ advisor(s) shall have access to the Employer's premises with reasonable notice in order to deal with any matters arising out of this collective agreement.

### 2.06 Definition of Employee

A full-time Employee is an employee who is regularly scheduled to work up to seventy-five (75) hours bi-weekly but not less than forty-eight (48) hours bi-weekly.

A part-time Employee is an employee who regularly works less than forty-eight hours (48) hours bi-weekly and who offers a commitment to be available for work on a regular predetermined basis as well as for replacement shifts (call in).

An unscheduled part-time Employee is an employee who does not have any regular scheduled hours and who is called into work as required.

Part-Time and unscheduled part-time employees who fill temporary full time positions or accept additional hours shall continue to be treated for all purposes as part-time employees.

## **ARTICLE 3 - NO STRIKES/NO LOCKOUTS**

### 3.01 No Strikes and Lockouts

The Union agrees that there shall be no strikes and the Employer agrees that there shall be no lockouts during the term of this agreement. The meaning of the words "strike" and "lockout" shall be defined in the Ontario *Labour Relations Act*, as amended and in accordance with Provincial Government Laws (including the *Hospital Labour Disputes Arbitration Act, 1990*) and

Regulations.

## **ARTICLE 4 - HARASSMENT**

### **4.01 Harassment**

The Employer and the Union are committed to providing a positive environment for staff. All individuals have the right to be treated with respect and dignity. Each individual has the right to work in an atmosphere which promotes respectful interactions and is free from discrimination, harassment and aggression.

Where a bargaining unit member complains of harassment by another bargaining unit member, they shall bring such complaint to the attention of the Employer and the Union. The Employer initiate an investigation of the complaint and report the findings back to the complainant who shall be accompanied by a Union Representative. If the complaint directly or indirectly involves the complainant's supervisor or a Steward they may contact an alternate person in management or the Union to ensure that the complaint is handled in a discreet, confidential and timely fashion.

Should the complainant not be satisfied with the response they are entitled to file a grievance under the terms of this Collective Agreement.

## **ARTICLE 5 - UNION SECURITY AND CHECK-OFF**

### **5.01 Union Security**

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.

### **5.02 Deductions**

Deductions shall be made from the bi-weekly payroll and shall be forwarded to the National Secretary-Treasurer of the Canadian Union of Public Employees, by no later than the 15th day of the month following, accompanied by a lists of the names addresses and phone numbers of all employees from whose wages deductions have been made. This list will also include the names and addresses of the employees terminated during that month. A copy of this list shall also be forwarded to the Secretary of the Local Union.

### 5.03 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) The Employer agrees that a Local Union representative will be given the opportunity to meet each newly-hired employee once during the employee's first week of employment, for the purpose of advising such employee of the existence of the Union and of their rights and obligations under the terms of this Agreement. Such meeting may take place on the Employer's premises at a time and location designated by the Employer for such meeting, and shall not exceed fifteen (15) minutes duration.

### 5.04 T4 Slips

Union dues deducted from the pay of each employee will be shown on the employee's T4 slip.

## **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 Administrator or their designate and the Secretary of the Union with a copy sent to the Local President, National Representative of the Union or their designate.

## **ARTICLE 7 – UNION – MANAGEMENT RELATIONS**

### 7.01 Representation

No individual employee or group of employees shall undertake to represent the Union at meetings with the Employer without proper written authorization from the Union. In order that this may be carried out, the Union will supply the Employer with the names of its officers. Similarly, the Employer shall supply the Union with a list of its supervisory or other personnel with whom the Union may be required to transact business.

### 7.02 Union Officers and Committee Members

Union officers and committee members shall be entitled to leave their work during working hours in order to carry out their functions under this agreement, including, but not limited to, the investigation and processing of grievances, attendance at meetings with the Employer, participation in negotiations. Permission to leave work

during working hours for such purposes shall first be obtained from the immediate supervisor. Such permission shall not be unreasonably withheld. All time spent in performing such union duties, including work performed on various committees, shall be considered as time worked.

The Employer agrees to recognize up to eight (8) employee representatives to be elected or appointed from employees in the bargaining unit for the purpose of dealing with Union business as provided in this Collective Agreement. It is agreed, that where possible, these representatives will not be from the same shift or from the same department.

#### 7.03 Bargaining Committee

A Bargaining Committee shall be appointed and consist of not more than three (3) members of the Employer, as appointees of the Employer, and not more than three (3) members of the Union as appointees of the Union plus the CUPE National Representative. The Union will advise the Employer in writing of the Union nominees to the Committee.

Bargaining Committee members shall be entitled to leave their work during working hours in order to carry out their functions under this agreement, including, but not limited to: attendance at meetings with the Employer, participation in negotiations and arbitration. Permission to leave work during working hours for such purposes shall first be obtained from the immediate supervisor. Such permission shall not be unreasonably withheld. All time spent in performing the above shall be considered as time worked. The bargaining Committee shall have the right to attend negotiation meetings held within the employees working hours without loss of remuneration up to and including conciliation.

#### 7.04 Union - Management Committee

A Labour Management Committee shall be established consisting of representatives of the Union and representatives of the Employer. The Committee shall enjoy the full support of both parties in the interests of improved service to the public, and job security for the employees.

##### Function of Committee

The Committee shall concern itself with the following general matters:

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

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

#### Meetings of Committee

The Committee shall meet four (4) times a year or when required at a mutually agreeable time and place. Its members shall receive a notice and agenda of the meeting at least one (1) week in advance of the meeting. Employees shall not suffer any loss of pay for time spent with this Committee.

Where possible, the parties will schedule the meetings in January annually.

#### Chairperson of the Meeting

An Employer and a Union representative shall be designated as joint chairpersons and shall alternate in presiding over meetings.

The chairperson, or designate, shall be responsible for preparing the meeting minutes.

#### Minutes of Meeting

Minutes of each meeting of the Committee shall be prepared and signed by the joint chairpersons as promptly as possible after the close of the meeting. The Union, the CUPE Representative and the Employer shall each receive a copy of the signed minutes within ten (10) days following the meeting.

#### Jurisdiction of Committee

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

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

### 7.05 Health and Safety Committee

- (a) The parties agree to abide by the Occupational Health and Safety Act and its regulations. The Employer and the Union agree that they mutually desire to

maintain standards of safety and health in the home, in order to prevent injury and illness.

- (b) A joint management and employees Health and Safety Committee shall be constituted with representation of at least half by employees from the various bargaining units and of employees who are not represented by Unions and who do not exercise managerial functions, which shall identify potential dangers, recommend means of improving the health and safety programs and obtaining information from the Employer or other persons respecting the identification of hazards and standards elsewhere. The committee shall normally meet at least once a month. Scheduled time spent in such meetings is to be considered to be time worked. Minutes shall be taken of all meetings and copies shall be sent to the Employer and to the Union.
- (c) Two (2) representatives of the Joint Health and Safety Committee, one (1) from management and one (1) 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 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 must be notified of the inspection of a government inspector and shall have the right to accompany on their inspections. Scheduled time spent in all such activities shall be considered as time worked at regular or premium rates that may apply.
- (d) The Joint Health and Safety Committee and the representatives thereof shall have reasonable access to the annual summary of data from the WSIB relating to the number of work accident fatalities, the number of lost workday cases, the number of lost workdays, the number of non-fatal cases that required medical aid without lost workdays, the incidence of occupational injuries, and such other data, as the WSIB may decide to disclose.
- (e) The Union agrees to endeavour to obtain the full co-operation of its membership in the observation of all safety rules and practices.
- (f) Violence in the Workplace  
Covered by Employer policy.

## **ARTICLE 8 - GRIEVANCE PROCEDURE**

### **8.01 Recognition of Union Stewards and Grievance Committee**

In order to provide an orderly and speedy procedure for the settling of grievances, the Employer acknowledges the rights and duties of the Union Grievance Committee and the Union Stewards. The Steward may assist any employee, which the Steward

represents, in preparing and processing, their grievance in accordance with the grievance procedure.

#### 8.02 Names of Stewards

The Union shall notify the Employer in writing of the name of each Steward and the department(s) they represent before the Employer shall be required to recognize them.

#### 8.03 Grievance Committee

The Grievance Committee shall be composed of the president and chief steward members of the Union plus the Union Steward directly involved with the grievance.

8.04 Officers of the Union or Stewards shall have the right to investigate and process grievances arising under this Agreement for a reasonable period during their working hours, without loss of pay, provided they first get permission from the supervisor and report back to the supervisor when finished union business. Such permission shall not be unreasonably withheld. Stewards shall not leave the Employer's premises during such a period.

#### 8.05 Definition of Grievance

A grievance shall be defined as any difference arising out of the interpretation, application, administration, or alleged violation of the collective agreement or a case where the Employer has acted unjustly, improperly or unreasonably.

#### 8.06 Settling of Grievance

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

##### Step 1

If the Steward and/or the Grievance Committee consider the grievance to be justified, they will first seek to settle the dispute with the employee's Department Supervisor.

##### Step 2

Failing satisfactory settlement within ten (10) working days after the dispute was submitted under Step 2, the Chief Steward will submit to the Administrator or designate a written statement of the particulars of the grievance and the redress sought. The Administrator or designate shall render their decision within five (5) working days after receipt of such notice.

### Referral to Arbitration

If arbitration of any grievance is to be invoked, the request shall be made by either party within twenty (20) working days after the dates of the reply at Step 2.

#### 8.07 Mediation

By mutual consent, the parties may agree to use the services of a mediator. The parties agree to share the costs of the mediation.

#### 8.08 Policy/Group Grievance

Where a dispute involving a question of general application or interpretation occurs, or where a group of employees or the Union has a grievance it shall be submitted at Step 2.

#### 8.09 Replies in Writing

Replies to grievances stating reasons shall be in writing at all stages.

#### 8.10 May Omit Grievance Steps

A grievance considered by the Union to be a wrongful or unjust discharge or suspension shall be initiated at Step 2 of the Grievance Procedure.

#### 8.11 Definition of Working Days

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

## **ARTICLE 9 - ARBITRATION**

### 9.01 Referral to Arbitration

It is agreed by the parties hereto that any difference of opinion relating to the interpretation, application or administration of this Agreement which cannot be settled after exhausting the Grievance Procedure shall be settled by arbitration. A Notice of Intent to arbitrate shall be forwarded to the other party within the time limits set out in Article 8 and such notice shall contain the name of the Union's nominee to the Arbitration Board. Within five (5) working days from the receipt of the Notice of Intent to Arbitrate, the other party must in turn name their nominee. A third person to act as Chairman shall be appointed by the respective nominee. Should either party fail to name their nominee within five (5) working days or should the nominees fail to appoint a Chairman within ten (10) working days from the date of their appointment, either party or their nominee shall request the Office of Arbitration, Ontario Ministry of Labour, to make the appropriate appointment.

9.02 Payment for Board of Arbitration

Each of the parties shall bear the expense of the nominee appointed by it, and the parties equally bear the expense of the third party, and any cost of the place of hearing of such arbitration, if and when the necessity arises.

9.03 Powers of the Board

It is agreed and understood that the Arbitration Board shall have no authority to alter, modify or annul any part of this Agreement. However, the Arbitration Board shall have authority to substitute such other penalty for the discharge or discipline, as the Arbitration Board deems just and reasonable in all circumstances.

9.04 Decision of the Board

The Arbitration Board shall hear and determine the matter and shall issue a decision which shall be in writing and contain the reasons for the decision. The decision of the majority shall be the decision of the Arbitration Board, but if there is no majority decision, the decision of the Chairman will govern.

9.05 Time limits

The time limits mentioned in this Article and in the preceding Article may be extended by mutual agreement of the parties. Such agreement shall be in writing.

9.06 Single Arbitrator

The Employer and the Union agree that by mutual written agreement of the parties, a Sole Arbitrator may be substituted for a Board of Arbitration. The appointment and jurisdiction of the Arbitrator shall conform to the provisions of this Article. Each party shall pay one-half (½) of the fees and expenses of the arbitrator and any costs of the place of hearing of such arbitration if and when the necessity arises.

## **ARTICLE 10 - DISCHARGE, SUSPENSION AND DISCIPLINE**

10.01 Clearing the File

The record of an employee shall not be used against them at any time after eighteen (18) months following a suspension or disciplinary action, providing there is no reoccurrence of a similar nature.

For incidents involving resident care, the record of an employee shall not be used against them at any time after twenty-four (24) months following a suspension or disciplinary action, providing there is no reoccurrence of a similar nature.

#### 10.02 Discharge Procedure

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

#### 10.03 Access to Personnel File

An employee shall have the right during normal business hours of the administration office to have access to review their personnel file at a mutually convenient time. The employee is entitled to receive a copy of the file if requested. An employee shall have the right to respond in writing to any document contained therein. Such reply shall become part of the permanent record.

#### 10.04 Right to have Steward present

Employees shall be entitled to have a steward present in any discussion with supervisory personnel where disciplinary action may reasonably be expected to occur.

### **ARTICLE 11 - SENIORITY**

#### 11.01 Seniority Defined

Full time seniority shall be defined as length of continuous service with the employer in the bargaining unit since date of last hire. Part-time seniority shall be defined as hours worked and shall be calculated as one year of service shall equal 1800 hours paid.

It is understood that no employee shall accrue more than 1 year in seniority in a twelve (12) month continuous period, regardless of the number of hours worked. All hours worked and paid for will be tracked and noted on the seniority list.

In the event of a tie the employees names will be drawn out of a box witnessed by the Union and the Employer.

#### 11.02 Seniority List

The Employer shall maintain separate seniority lists for full-time and part-time employees, for full-time seniority will be based on date of hire and part-time will be based on hours worked. An up-to-date seniority list shall be sent to the Union and posted on the main bulletin board in January, and July of each year. An employee's name shall not be placed on the seniority list until they have completed their probationary period as outlined in Article 11.03 below.

Seniority, as set out on the posted seniority list, will be used for all of the purposes set

out in the Collective Agreement save and except for promotions and layoffs. For promotions and layoffs, the seniority list will be updated to the end of the pay period prior to the pay period during which the job was posted, or the notice of layoff was given.

All seniority, vacation and other credits obtained under this Agreement shall be retained and transferred with the employee when reclassified.

#### 11.03 Probationary Employees

All newly hired employees shall be considered to be on probation for a period of 450 hours worked from the date of last hire, but no longer than six (6) months. Leaves of absence in excess of thirty (30) continuous calendar days will not count towards the six (6) month period noted above.

- a) The parties acknowledge that the probationary period affords the Employer an opportunity to assess an employee and it is therefore agreed that the dismissal of a probationary employee is not subject to just cause but rather shall be a lesser standard and the Employer shall provide reasonable grounds.
- b) With the written consent of the Employer, and the Local Union Representative or designate the probationary period may be extended. Where the Employer requests an extension of the probationary period, it will provide notice to the Union at least fourteen (14) calendar days prior to the expected date of expiration of the initial probationary period. It is understood and agreed that any extension to the probationary period will not exceed an additional 375 hours worked and, where requested, the Employer will advise the employee and the Union of the basis of such extension.

After the probationary period, seniority shall be effective from the original date of employment.

#### 11.04 Loss of Seniority

An employee shall not lose seniority rights if they are absent from work because of sickness, accident, maternity leave, lay-off, or leave of absence approved by the Employer.

An employee shall only lose their seniority in the event:

- a) They are discharged for just cause and is not reinstated.
- b) They are absent from work in excess of three (3) scheduled shifts without sufficient cause or without notifying the Employer, unless such notice was not reasonably possible.

- c) They fail to contact the employer in writing within seven (7) calendar days following a lay-off and after being notified by registered mail to do so, unless through sickness or other just cause. It shall be the responsibility of the employee to keep the Employer informed of their current address.
- d) They are laid off in excess of twenty-four (24) months.
- e) They are absent from work more than thirty (30) months by reason of illness or other physical disability and there is no reasonable likelihood the employee will return to work within the near future.

#### 11.05 Transfers and Seniority Outside Bargaining Unit

No employee shall be transferred to a position outside the bargaining unit without their written consent. An Employee who is transferred or promoted to a position outside the bargaining unit shall not accumulate seniority. In the event the Employee is returned by the Employer to a position in the bargaining unit within twelve (12) months, they shall be credited with the seniority held at the time of transfer and/or promotion and resume accumulation from the date of their return to the bargaining unit. An Employee not returned to the bargaining unit within twelve (12) months shall forfeit bargaining unit seniority.

## **ARTICLE 12 - PROMOTIONS AND STAFF CHANGES**

### 12.01

- (a) Where a permanent vacancy occurs in a classification within the bargaining unit or a new position within the bargaining unit is established by the Employer (unless notified by the employer of its intent not to fill or postpones the filling of such vacancy in writing), such vacancy shall be posted for a period of seven (7) consecutive calendar days. The employer agrees to provide the union with a copy of each permanent job-posting.

Employees in this bargaining unit may make written application for such vacancy within this time frame. All applications will be duplicated, signed and dated by both the applicant and the employer.

- (b) The first and second subsequent vacancies created by the filling of a posted vacancy are to be posted for three (3) consecutive calendar days. Job vacancies shall be posted on the designated bulletin board. It is understood that all job vacancies shall be filled in accordance with 12:01(c).
- (c) Employees shall be selected for job postings on the basis of their: Skill, ability, and qualifications. Where these factors are relatively equal amongst the employees considered, seniority shall govern providing the successful applicant, if any, is

qualified to perform the available work within an appropriated familiarization period.

- (d) The Employer shall, after the completion of the job posting procedure, post for at least seven (7) calendar days, the name of the successful candidate.
- (e) The successful applicant shall be placed on a trial period for a twenty (20) working days. In the event the successful applicant proves unsatisfactory in the position during the trial period, or if the employee is unable to perform the duties of the new job position, or if the employee requests, they shall be returned to their former position, at their former wage rate, without loss of seniority. Any employees promoted or transferred because of the rearrangement of positions shall also be returned to their former positions, at their former wage rate, without loss of seniority.
- (f) Vacancies which are expected not to exceed sixty (60) calendar days may be filled at the discretion of the Employer.
- (g) The employer shall have the right to fill any permanent vacancy on a temporary basis until the posting procedure has been completed and arrangements have been made for the employee selected to fill the vacancy.
- (h) An employee selected as a result of a posted vacancy need not be considered for a further vacancy for a period of six (6) months from the date of their selection, unless such position is for a permanent position, or is an increase greater than 7.5 hours in a pay.
- (i) A Full-time employee shall not apply for a posting that is a lateral move, in the event the posting is more hours or a preferred shift a Full-time employee may apply for the posting. It is understood that circumstances may arise from time to time make lateral moves resulting from a job posting appropriate. In such cases the employer will take such circumstances into consideration and meet with the union and the employee to discuss. Agreement to allow a lateral move in this case would be by mutual agreement between the employer, the union and the employee. All such agreements are subject to what is best for the operations of the home.

#### 12.02 No Outside Advertising

The Employer is entitled to outside advertise a position after the procedure above has been initiated. The purpose of this article is to prevent delays in the job selection process. It has no impact on the selection criteria as per 12.01.

#### 12.03 Postings while on Vacation or Leave

When an employee will be absent on vacation, and/or a leave of absence, the employee may advise their manager, in writing, and no more than seven (7) days prior to beginning the vacation, that they wish to be considered for any potential job posting which might arise during their vacation. The written notice must specify the position then arises during the employee's

vacation, the written notice will be job or position for which the employee wishes to be considered. If such a job or considered an application. The written notice is only valid during the vacation period immediately following its delivery to the manager.

#### 12.04 New Classification

When a new classification (which is covered by the terms of this agreement) is established by the employer, the Employer shall determine the rate of pay for such new classification and notify the Union of the same within seven (7) days.

If the Union challenges the rate, it shall have the right to request a meeting with the Employer to endeavour to negotiate a mutually satisfactory rate. Such request will be made within ten (10) days after the receipt of notice from the Home of such new occupational classification and rate. Any change mutually agreed to resulting from such meeting shall be retroactive to the date that notice of the new rate was given by the Employer, unless otherwise agreed. If the parties are unable to agree, the dispute concerning the new rate may be submitted to arbitration as provided in the Agreement within fifteen (15) days of such meeting. The decision of the Board of Arbitration (or arbitrator as the case may be) shall be based on the relationship established by comparison with the rates for other classifications in the bargaining unit having regard to the requirements of such classification.

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

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

The parties further agree that any change mutually agreed to are awarded as a result of arbitration shall be retroactive only to the date that the Union raised the issue with the Employer, unless otherwise determined by the parties or the Board of Arbitration or Arbitrator as the case may be.

## ARTICLE 13 – LAY OFFS AND RECALLS

### 13.01 Lay offs and Rehiring Procedure

Both parties recognize that job security should increase in proportion to length and quality of service. Therefore, in the event of a lay off, employees shall be laid off in accordance with Article 11 - Seniority; however, the Employer will retain sufficient employees in each classification in order to continue to provide competent nursing care for residents of the Home. Employees shall be recalled in the order of their seniority, providing they are qualified to do the work.

### 13.02

- a) In the event that it is necessary for the employer to reduce the work force, a lay-off shall be defined as a reduction in the workforce, or a reduction of 20% of the regularly scheduled hours of work of an employee.
- b) In the event of a proposed layoff of a permanent or long term nature, the Employer will provide the union with no less than 90 calendar days notice. Such notice shall not be in addition to notice provided to the employees.
- c) In the event of other layoffs, the Employer will provide the local union with as much notice as possible but no less than notice in accordance with Employment Standards Act.
- d) No full-time employee within the bargaining unit shall be laid off by reason of their duties being assigned to one or more part-time employees without prior discussion with the union.
- e) Laid off employees shall retain seniority, service and recall rights for twenty-four months from the last date of lay-off.
- f) A layoff of employees shall be made on the basis of seniority provided that the employees who are entitled to remain on the basis of seniority are qualified to perform the available work. Subject to the foregoing probationary employees shall be first laid-off. Employees shall be laid off in reverse order of Seniority.
- g) All employees who are potentially affected shall be given notice.
- h) It is understood that at the time of lay-off, up to date seniority lists (both full and part time) will be provided.

### 13.03 An employee in receipt of notice of lay-off may:

- a) accept the layoff; or

- i. displace another employee who has the least bargaining unit seniority if the employee originally subject to layoff is qualified to meet the normal requirements of the job. An employee so displaced shall be deemed to have been laid off and shall be entitled to notice.

An employee who chooses to exercise the right to displace another employee with the least seniority shall advise the employer of their intention to do so and the position claimed within three (3) days after receiving the notice of lay-off;

- ii. bumping outside the laid off individuals classification shall be allowed with the understanding that an employee subject to layoff who chooses to bump, must bump the employee with the least seniority, who has equal to or less scheduled hours than the employee that they are bumping and has the requirements of the job and can perform the work without training other than a brief familiarization or orientation of at least one (1) day (longer if the Employer deems it necessary).
- iii. an identical classification shall be deemed to be any classification where the straight time hourly wage rate is equal to or less than the classification the employee is being laid off from.
- iv. It is understood, that a full-time employee can bump full time employees in identical classifications first, if they so choose, before bumping a part-time employee in the same classification as the laid off employee.
- v. Normally, an employee shall not be allowed to bump into a position or classification that is higher paying or has 10 or more hours more than the employee has normally been scheduled for, prior to the layoff.

#### 13.04 Recall

- a) Employees shall be recalled in the order of seniority, unless otherwise agreed between the Employer and the Union, provided that the employee is qualified to perform the available work.
- b) An employee shall have opportunity of recall from layoff to an available opening, in order of seniority, providing they are qualified and able to perform the work.
- c) All regular part-time and full-time employees represented by the Union who are on layoff will be given a job opportunity in the full-time and regular part-time categories before any new employee is hired into either category, provided said employees are qualified as per the normal position description, to meet the requirements of the job and perform the work, without training other than a brief familiarization or orientation.
- d) The Employer shall notify the employee of recall opportunity by registered mail, addressed to the last address on record with the Employer. 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.

- e) Employees on layoff shall be given an opportunity to fill temporary vacancies, in accordance with the job posting provisions. An employee who has been accepted such temporary vacancy shall not be considered to have been recalled and will not be subject to further notice of layoff and continues to remain in their seniority order for recall.
- f) Laid off employees shall retain seniority, service and recall rights for up to twenty-four (24) months.

13.05 Any agreement between the Employer and the Union resulting from the review above concerning the method of implementation will take precedence over the terms of this Article. Notice of layoffs shall be in accordance with the provisions of the Employment Standards Act.

## ARTICLE 14 - HOURS OF WORK

14.01 The normal hours of work shall be seven and one-half (7.5) hours per day, exclusive of an unpaid one-half (1/2) hour meal break, seventy-five (75) hours bi-weekly. The Employer will use its best efforts to ensure that such one-half (1/2) hour period is uninterrupted. It is recognized that emergency situations do arise, and at such times the employees may be requested to interrupt their lunch period.

14.02 Except where mutually agreed otherwise between the Employer and an employee, shift schedules shall be arranged so that an employee:

- (a) Is not scheduled to work more than six (6) consecutive days;

All regularly scheduled employees shall be on master schedules. Available hours for part-time employees above their master schedule shall be distributed on the basis of seniority and the availability provided by the Employer.

- (b) Has at least two weekends out of four (4) off, unless hired for weekend work.
- (c) Shift Exchange

For their own personal convenience, employee who wish to change shifts within the same pay period with another appropriately qualified employees, they shall first submit such request in writing seven (7) days in advance, if possible, of the proposed change, to their Supervisor, or their authorized designate for their written approval. Such approval shall be provided within two (2) business days of receipt of the request. The Home shall not be responsible or liable for overtime claims and non-compliance with the above provisions that might arise or accrue as a result of the exchange of shifts. In an emergency these time lines may be varied.

(d) Rest Periods:

up to 3 3/4 hours	NIL
3 3/4 hours to 5 hours incl.	1
greater than 5 hours to 6.5 hours	1
6.5 hours or more	2

Rest period shall consist of fifteen (15) minutes.

(e) Unpaid meal period of half (1/2) hour will be scheduled by the Employer for shifts of five (5) hours or greater.

(f) Shift schedules covering at least a four (4) week period will be posted two weeks in advance. Employee requests for specific days off must be submitted to the Department Head in writing two (2) week in advance of the posting of the schedule.

14.03 Part-time employees will be offered the work before agency.

14.04 Daylight Savings time

Where the employee is scheduled to work on either Daylight savings time or Standard time, employees shall be paid seven and one-half (7.5) hours, regardless of whether they worked eight and one-half (8.5) or six and one-half (6.5) hours.

## ARTICLE 15 - OVERTIME

15.01 Overtime Defined

All time worked outside the normal workday, the normal work week or worked on a holiday shall be considered overtime. Overtime will be paid in accordance with the following:

- a) Overtime shall be considered voluntary provided that if sufficient qualified employees do not volunteer to enable the employer to maintain the scheduled service, the Employer may require employees in reverse order of seniority to work overtime, in emergencies. The Union consents to the working of overtime in such circumstances.
- b) All overtime must be authorized by the Administrator or designate.
- c) The employer shall endeavour to divide overtime equally, in accordance with seniority, amongst the employees who are willing and qualified to perform the work that is available. All overtime declined by an employee shall count as overtime worked for the purposes of equal overtime distribution.

15.02 If an employee is authorized to work more than seven and one half (7.5) hours in a

day or more than seventy-five (75) hours in a two (2) week period they shall receive overtime premium of one and one half (1.5) times their regular straight time hourly rate.

Notwithstanding the foregoing, overtime will not be paid for additional hours worked during a twenty-four (24) hour period either as a result of change in your request or as a result of a mutual agreement between employees or a change-over to daylight saving from standard time or vice versa or an exchange of tours by two (2) employees.

Notwithstanding the foregoing, no overtime premium shall be paid for a period less than fifteen (15) minutes of overtime work where the employee is engaged in reporting functions at the end of their normal daily shift. Should the reporting time extend beyond fifteen (15) minutes the entire period shall be considered overtime.

It is understood that the above does not apply where the parties have amended this provision through letters of understanding related to longer work shifts, such as 9, 10 or 12-hour shifts.

- 15.03 Overtime premium will not be duplicated for the same hours worked nor shall there be any pyramiding with respect to any other premiums payable under the provisions of this Collective Agreement.
- 15.04 An employee who reports for work as scheduled and no work is available, shall receive a minimum of four (4) hours' pay or their regularly scheduled hours, whichever is less, at their regular straight time hourly rate provided: They perform any duties assigned by the Employer which they are capable of doing, if their regular duties are not available.
- 15.05 In the case where the employees schedule is changed with less than forty-eight (48) hours notice, it is the employer's responsibility to notify the employee. Failure to give notice shall result in the provisions above 15.04 being applied.
- 15.06  
Note: messages left on answering machines constitutes notice. It is understood in the case of a disaster, this provision is waived.
- 15.07 Where an employee is called back to work after having left the premises and before commencing their next regular shift, they will be given a guaranteed minimum of three (3) hours at one and one half (1.5) the straight time hourly rate for such call back. If the call back is within three (3) hours of the commencement of their regular shift, they will be paid at the rate of one and one half (1.5) for all hours worked prior to the regular commencement of the shift, after the start of their shift, they will be paid their regular rate for all hours.
- 15.08 It is the responsibility of the employee to consult the posted work schedule. The employer will endeavour to provide as much advance notice as practicable of the

change in the posted work schedules. Changes to the posted work schedule shall be brought to the attention of the employee.

- 15.09 An employee who works a second consecutive full shift, shall be entitled to the normal rest period and meal period for the second shift, and shall be provided at the time of the meal period with a meal.

## ARTICLE 16 - HOLIDAYS

- 16.01 The following Holiday Pay provisions apply to all employees:

### List of Holidays

The Employer recognizes the following as paid holidays:

New Year's Day	Canada Day (July 1 <sup>st</sup> )
Civic Holiday	Family Day
Labour Day	Good Friday
Thanksgiving Day	Christmas Day
Victoria Day	Boxing Day

- 16.02 In addition to the paid holidays above, full-time employees will receive two (2) float holidays and all regularly scheduled part-time employees who have completed probation and are regularly scheduled to work less than forty-eight (48) hours bi-weekly, shall receive one (1) float holiday in each calendar year. All float days must be taken within the calendar year earned and may not be carried over to the next calendar year.

### 16.03 Holiday Qualifications

In order to be entitled to receive payment for these holidays, the employee must work their scheduled working day immediately preceding or the working day succeeding the holiday unless on a leave of absence or absent due to illness.

### 16.04 (a) Payment for Holidays

An employee who is required to work on any of the above named holidays will receive pay at the rate of time and one-half (1½) the employee's regular hourly rate for every hour worked on such day, in addition all lieu days will be banked or the employee may elect to receive pay for the holiday. The alternate day off (lieu day), will be scheduled at a mutually agreeable time, within sixty (60) days after the holiday. Payment for such lieu day will be based upon the entitlement the employee otherwise would have been eligible to receive for the holiday at straight time hourly rates

### (b) Holidays for Days Off

When any of the above noted holidays fall on an employee's scheduled day off, the employee shall receive another day off with pay at a time mutually agreed upon between the employee and the Employer, or by mutual agreement, a day's

pay in lieu thereof.

All lieu days and float days must be taken or scheduled by the first pay in November each year or it will be paid out in the first pay in December.

- (c) All lieu days and float days must be taken no later than the last pay period of November in each year. All lieu days will be paid out in the first period in December.

#### 16.05 Christmas or New Year's Off

All employees shall receive either Christmas or New Year's off, on a rotational basis; Christmas one year and New Year's the next. In the event of a conflict, the deciding factor shall be which holiday the employee worked the previous year, and barring further conflict, seniority shall prevail. In the event that an employee wishes to work both Christmas and New Years and there are employees who wish to have both off, then preference shall be given to the senior employee in both instances.

### **ARTICLE 17 - VACATIONS**

#### 17.01 Length of Vacation

Vacation period will be January 1<sup>st</sup> to December 31<sup>st</sup> inclusive. Employees shall receive an annual vacation with pay in accordance with credited service prior to the commencement of the vacation period as follows:

#### 17.02 Vacations shall be as follows: Full-Time

Less than one (1) year of service	10/12 of a working day for each month worked at 4% of total earnings
One (1) year of service	2 weeks at 4% of total
three (3) years of service	3 weeks at 6% of total
Eight (8) years of service	4 weeks at 8% of total
Fifteen (15) years of service	5 weeks at 10% of total
Twenty-three (23) years of service	6 weeks at 12% of total

\*note: vacation total earnings are accrued in the prior year.

\*Effective first full vacation year following written notice of ratification.

Vacations shall be as follows: Part-Time

Less than 1, 800 hours	4% of total earnings
1, 801 hours to 5,400 hours	4% of total earnings
5, 401 hours to 14, 400 hours	6% of total earnings
14, 401 hours to 27, 000 hours	8% of total earnings
27, 001 hours to 41, 400 hours	10% of total earnings
41, 001 hours or more	12% of total earnings

Part-time employees will receive the corresponding vacation pay on each pay cheque.

17.03 Holidays During Vacation

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

17.04 Vacation Pay on Termination

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 in lieu of such vacation.

17.05 Vacation Schedules

- a) The Employer will post by February 15 a vacation sheet in each neighbourhood / department. Each employee employed in the unit should indicate prior to March 1st their preference for that vacation; in the event of conflict, seniority shall govern. Subject to reasonable operational requirements, such requests shall be granted in order of seniority. Vacation requests shall not be unreasonably denied.
- b) The vacation schedule shall be confirmed by April 1<sup>st</sup>.
- c) All other vacation requests shall be submitted two (2) weeks prior to the posting of the schedule in which the time off is requested and such requests shall be granted in order of date of request. In the event that two or more employees request the same time off on the same day, seniority shall govern unless otherwise agreed by the parties.
- d) A week of vacation shall be defined as seven (7) consecutive calendar days. Note one week of vacation = 7 calendar days 5 working days and 2 days off.
- e) Notwithstanding Article 14.02 (f), in the instances of vacation replacement, where possible, the entire full-time schedule will be given to one person (shadow to the full-time employee).

#### 17.06 Unbroken Vacation Period

An employee shall be entitled to receive their vacation in an unbroken period unless otherwise mutually agreed upon between the employee concerned and the Employer.

#### 17.07 Illness During Vacation

Sick leave may be substituted for vacation where it can be established to the satisfaction of the Employer by the employee that an illness or accident occurred while on 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 18 - SICK LEAVE PROVISIONS**

18.01 It is understood that sick leave credits are for the sole purpose of providing income protection for employees who are legitimately ill and unable to report to work as scheduled. The Employer reserves the right to request proof of illness for any absence. If the employer requests a medical certificate they will pay the cost of obtaining that certificate.

- a) Full time employees who have completed probation shall be entitled to earn sick leave credits at the rate of seven and one half hours (7.5) for each 162.5 hours worked. At the completion of probation these employees shall be credited with four (4) sick days.
- b) Employees shall be paid their regular wages for scheduled hours absent due to illness, until their sick accrual bank is exhausted.
- c) Employees may accumulate a maximum of thirty (30) days, after achieving twelve (12) days in the accrual bank, an employee may elect to cash out their bank at fifty percent (50%) and reduce their value to zero (0).
- d) Absence for sickness or accident compensable by the Workplace accident and injury insurance plan will not be charged against sick leave credit.
- e) Any employee absenting himself on account of personal illness must notify the Employer on the first day of illness before the time they would normally report for duty. Failure to give adequate notice, unless such failure is unavoidable, may result in loss of sick leave benefits for that day of absence.

#### 18.02 Sick Leave Defined

Sick leave means the period of time an employee is permitted to be absent from work

with full pay by virtue of being sick or disabled, or because of an accident for which compensation is not payable under the Workplace Safety and Insurance Act, as amended.

#### 18.03 Proof of Illness

Following three (3) consecutive days of illness, an employee may be required to provide a doctor's certificate, certifying that the employee was unable to carry out their duties due to illness. If there is a cost to the employee for the medical certificate, it will be paid for by the employer.

#### 18.04 Sick Leave during Leave of Absence

When an employee is given leave of absence without pay for any reason, (except pregnancy and parental leave) or is laid off on account of lack of work and returns to work upon expiration of such leave of absence, etc., they shall not receive sick leave credit for the period of such absence, but shall retain their cumulative credit, if any, existing at the time of such leave or lay-off.

#### 18.05 Sick Leave Record

Any employee is to be advised, on request, of the amount of sick leave accrued to their credit.

#### 18.06 Medical Care Leave

Employees shall be allowed to use an accumulated sick day for the purposes of a pre scheduled medical specialist appointment, provided the employee has sick leave in their bank. Employee shall be required to provide the Employer with as much notice as possible and proof of attendance may be requested.

## **ARTICLE 19 - LEAVE OF ABSENCE**

#### 19.01 General Leave

The Employer may grant leave of absence without pay and without loss of seniority to any employee requesting such leave of absence for valid personal reasons such request to be in writing and approved by the Employer. Employees on approved leave of absence should not engage in any gainful employment without permission of the Employer. Such leave is not to be unreasonably denied.

#### 19.02 Leave for Union Business

Representatives of the Union shall not suffer any loss of pay when required to leave their employment temporarily in order to carry on discussions or negotiations with the Employer, or with respect to a grievance provided that employees shall be required to

obtain the permission of the Employer before leaving their employment.

#### 19.03 Leave for Union Function

Upon notification to the Employer, an employee elected or appointed to represent the Union at Union functions shall be allowed a leave of absence with pay and benefits and without loss of seniority. The Union shall reimburse the Employer for receipt of such pay.

#### 19.04 Leave of Absence for Full-Time Union or Public Duties

An employee who is elected or selected for a full-time position with the Union or anybody with which the Union is affiliated, or who is elected to public office, shall be granted leave of absence without pay and without loss of seniority.

#### 19.05 Bereavement Leave

- a) An employee who notifies the Employer as soon as possible following bereavement shall be granted up to five (5) working days off without loss of their regular pay for their scheduled hours contiguous with the day of the funeral of their spouse and child.
- b) An employee who notifies the Employer as soon as possible following bereavement shall be granted up to three (3) working days off without loss of their regular pay for scheduled hours contiguous with the day of the funeral of a member of their immediate family.
- c) "Immediate family" means parent, loco parentis, brother sister, son-in-law, daughter-in-law, mother-in-law, father-in-law, brother-in-law, sister-in-law, grandparent, grandchild, spouse's grandparent and grandchild.  
  
"Spouse" for the purpose of bereavement leave will be as per the definition in the Family Law Reform Act, as amended from time to time.
- d) If the death of any person above necessitates travel, a leave of absence without pay may be granted by the employer.
- e) If the employee attends the funeral or similar service of an aunt or uncle on a scheduled working day they will be granted one (1) days paid leave.
- f) Other types of compassionate leave may be authorized at the discretion of the Employer. In the event of a delayed interment or similar service, an employee may save one (1) of the days identified above without loss of pay to attend the interment or similar service.
- g) There shall be no pyramiding of benefit or pay. An employee cannot collect bereavement pay, when in receipt of other payments such as vacation pay.

## 19.06 Pregnancy and Parental Leave

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

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

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

- (ii) The employee must have started employment with their Employer at least thirteen (13) weeks prior to the expected date of birth.
- (iii) The employee shall give at least four (4) weeks' notice of their intention to return to work. The employee may shorten the duration of the leave of absence requested under this Article upon giving the Employer four (4) weeks notice of their intention to do so, and furnishing the Employer with a certificate of a legally qualified medical practitioner stating that they are able to resume their work.

Additional leave of absence may be taken under 19.07 Parental Leave.

### (b) Pregnancy Leave Top-Up

An employee who is on pregnancy leave as provided under this Agreement and has applied for and is in receipt of Employment Insurance pregnancy benefits pursuant to sections 18 and 20 of the Employment Insurance Act, 1995, shall be paid a supplement unemployment benefit. That benefit will be equivalent to the difference between seventy-five percent (75%) of their regular weekly earnings and the sum of their weekly rate of Employment Insurance benefits and any other earnings. Such payment shall commence following completion of the one (1) week Employment Insurance waiting period and receipt by the Employer of the employee's Employment Insurance cheque stub as proof that they are in receipt of Employment Insurance pregnancy benefits, and shall continue while the employee is in receipt of such benefits for a maximum period of fifteen (15) weeks. The employee's regular weekly earnings shall be determined by multiplying their regular hourly rate on their last day worked prior to the commencement of the leave, times their normal weekly hours.

The employee does not have any vested right except to receive payment for the covered unemployment period. The plan provides that payments in respect of

guaranteed annual remuneration or in respect of deferred remuneration or severance pay benefits are not reduced or increased by payments received under the plan.

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

- (c) An employee who does not apply for leave of absence under 19.06 a) i) and who is otherwise entitled to pregnancy leave, shall be entitled to and shall be granted leave of absence in accordance with 19.06 a) i) upon providing the Employer, before the expiry of two (2) weeks after they ceased to work, with a certificate of a legally qualified medical practitioner stating that they were not able to perform the duties of their employment because of a medical condition arising from their pregnancy, and giving the estimated day upon which, in their opinion, delivery will occur or the actual date of their delivery.
- (d) An employee who intends to resume their employment on the expiration of the leave of absence granted to them under this article shall so advise the Employer, when they request the leave of absence. If an employee returns to work at the expiry of the normal pregnancy or parental leave, and the employee's former permanent position still exists, the employee will be returned to their former job, and former shift if their shift was designated.

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

- (e) When the Employer has suspended or discontinued operations during the leave of absence and has not resumed operations upon the expiry thereof, the Employer shall upon resumption of operations, reinstate the employee to their employment or to alternate work in accordance with the established seniority system or practice of the Employer in existence at the time the leave of absence began and in the absence of such a system or practice shall reinstate the employee in accordance with the provisions of 19.06 d).
- (f) Such absence is not an illness under the interpretation of this agreement, and sick leave benefits cannot be used.
- (g) Credits for service for the purpose of salary increments, vacations, or any other benefit included and prescribed under the *Employment Standards Act* shall continue and seniority shall accumulate during the leave.
- (h) Upon expiry of seventeen (17) weeks pregnancy leave, an employee may immediately commence parental leave, as provided under the Parental Leave provisions of this agreement. The employee shall give the Employer at least four (4) weeks' notice, in

writing that they intend to take parental leave.

#### 19.07 Parental Leave

- (i) An employee who becomes a parent, and who has been employed for at least thirteen (13) weeks immediately preceding the date of the birth of child or the date the child first came into care or custody of the employee, shall be entitled to parental leave.
- (ii) A "parent" includes: the natural mother or father of the child, a person with whom a child is placed for and a person who is in a relationship with the parent of the child and who intends to treat the child as their own.
- (iii) Parental leave must begin within seventy-eight (78) weeks of the birth of the child or within seventy-eight (78) weeks of the day the child first came into the custody, care and control of the parent. For employees on pregnancy leave, parental leave will begin immediately after pregnancy leave expires. Parental leave shall be granted for up to sixty-one (61) weeks in duration if the employee also took pregnancy leave and sixty-three (63) weeks in duration if they did not.
- (iv) An employee not on pregnancy leave requesting parental leave, shall give the Employer four (4) weeks written notice of the date the leave is to begin.

Parental leave ends sixty-one (61) weeks or sixty-three (63) weeks after it began, as the case may be, or on an earlier day if the employee gives the Employer at least four (4) weeks written notice of the day.

#### 19.08 Jury or Court Witness Duty

If an employee is required to serve as a juror in any court of law, or is required to attend as a witness in a court proceeding in which the Crown is a party, or is required by subpoena to attend a court of law or coroner's inquest in connection with the employee's duties at the Home, the employee shall not lose regular pay because of such attendance and shall not be required to work on the day of such duty provided that the employee"

- (a) Notifies the Employer immediately on the employee's notification that they will be required to attend court;
- (b) Presents proof of service requiring the employee's attendance;
- (c) Deposits with the Employer the full amount of compensation received excluding mileage, travelling and meal allowances and an official receipt where available.

#### 19.09 Education Leave

Where the employer requires an employee to upgrade their qualifications or requires the employee to take a course, the employer shall pay for the cost of the course.

Where the course is on the employees regularly scheduled day to work the employer shall pay the employee for their scheduled hours.

#### 19.10 Self-Isolation Leave

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, if credits are available, sick-leave, vacation, or lieu entitlements for any hour of work lost during such period.

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

#### 20.01 Shift Premiums

- a) The Employer agrees to pay a shift premium of twenty-five (\$0.25) per hour to employees where the majority of hours fall between the hours of 3:00 p.m. one day and 7:00 a.m. the next.

Effective the first full pay period following June 1, 2025, increase Shift Premium to thirty (\$0.30) cents per hour.

#### Weekend Premium

- b) Employees shall be paid a Weekend Premium of forty cents (\$0.40) per hour for all hours worked between Friday at 23:00 pm and Sunday at 23:00 pm. This premium shall be in addition to the regular Shift Premium.

Effective the first full pay period following January 1, 2026, increase weekend premium to forty-five (\$0.45) per hour.

#### 20.02 Pay Days

Employees shall be paid every second Friday, for a two (2) week period commencing on a Monday and ending on a Sunday by direct deposit.

On each payday each employee shall be provided with an itemized statement of their wages, overtime and other supplementary pay and deductions. The employee's hourly rate is to be placed on the cheque stub.

In the event of an error on the employee's pay, the correction will be made in the pay period following the date on which the error was brought to the Employer's attention. If the Employee makes an error resulting in the employee being underpaid by one day or more, the employer will provide payment for the shortfall within three (3) business days from the date it is notified of the error. If the error results in the employee being overpaid, the overpayment shall be deducted off the next pay or the employee can

provide the employer a cheque in the amount of the overpayment or other arrangements as agreed between the employer and the employee.

#### 20.03 Responsibility Allowance for Work Outside the Bargaining Unit

- a) When the Employer temporarily assigns an employee to carry out the responsibilities of a salaried employee outside of the bargaining unit for a period in excess of ½ shift, the employee shall receive an allowance of seven dollars and fifty cents (\$7.50) for each shift from the time of the assignment.
- b) Where an RN is absent from their normal shift, and the Employer temporarily assigns an RPN to carry out some additional responsibilities of the absent RN for a period in excess of ½ shift, the employee shall receive an allowance of seven dollars and fifty cents (\$7.50) for each shift.
- c) Where there is neither an RN nor a Supervisory employee (or above) who is a Registered Nurse in the building and there is an RPN in the building, the above-noted allowance will apply to an RPN who is designated to be in charge of the building.

#### 20.04 Payment for In-Service

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

#### 20.05 Uniform Allowance

The Employer agrees to pay full-time employees a lump sum payment of ten dollars (\$10.00) per month as uniform allowance, payable in December each year.

The Employer agrees to pay part-time staff a lump sum of eight dollars (\$8.00) per month as uniform allowance, payable in December each year.

Uniforms will be in accordance with the home's policy.

### **ARTICLE 21 – EMPLOYEE BENEFITS**

#### 21.01 Master Policy

Upon request the Union shall be provided with a current copy of the Master policy of all insured benefits.

#### 21.02 Change of Carriers

It is understood that the Employer may at any time substitute another carrier for any

plan, provided the benefits remain the same. Before making such a substitution, the Employer shall notify the Union to explain the proposed change and to ascertain the views of the employees. Upon request by the Union, the Employer shall provide to the Union full specification of the Benefit Programs contracted for and in effect for employees covered herein.

21.03 The following benefit program is available on completion of probation (450 hours). The employer agrees to make the premium remittance payment on the following plans and both the Employer and the employee are bound by the carrier rules.

- a) Life Insurance \$30,000.00 with AD&D at the same level.
- b) Vision care benefits inclusive of eye examinations at a maximum of \$300.00 every 24 months.

Effective two (2) calendar months following written notice of ratification, increase Vision Care to \$350.00 every 12 months.

Health and Welfare plan consisting of: \$300 annually paramedical services; Generic prescription drugs (excludes lifestyle and experimental drugs Dispensing fee cap of \$ 7.50; Maximum of \$2000 per insured person per year; Private duty nursing \$5,000.00 per year; Standard hospital coverage

- c) Dental plan that includes:

70% coverage of type A basic plan, Current ODA fee guide, Nine (9) month recall \$1, 000.00 maximum per year for each insured person.

The Employer agrees to pay 100% of the premium cost for the above plan for all full-time employees.

#### 21.04 Health and Welfare – Premium In Lieu

Part-Time employees shall receive six (6%) per cent in lieu of health and welfare and sick benefits.

## **ARTICLE 22 – PENSION**

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

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

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

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- i) the straight time component of hours worked on a holiday,
- ii) holiday pay, for the hours not worked,
- iii) vacation pay,
- iv) paid sick leave,
- v) bereavement leave,
- vi) jury duty,
- vii) negotiations and grievance meetings.

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.

22.02 Each eligible employee covered by this Collective Agreement shall contribute for each pay period an amount equal to three and one half percent (3.5%) of applicable wages to the Plan. The Employer shall contribute on behalf of each eligible employee for each pay period, an amount equal to three and one half percent (3.5%) of applicable wages to the Plan.

Effective first full pay periods following March 1, 2026, increase matching pension contributions to four percent (4.00%) for each the Employer and Employee.

Notwithstanding the foregoing, where an error has been made in deduction, the Employer shall, upon request, make full payment on any outstanding Employer contribution irrespective of whether the Employee pays the matching amount.

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

22.03 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.

22.04 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.

22.05 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.

22.06 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 23 – TECHNOLOGICAL CHANGES**

### **23.01 Technological and Other Changes**

The Employer will notify the Union at least thirty (30) days in advance of any technological or other change, which the Employer plans to introduce which will significantly change the status of the employees within the bargaining unit. The

Employer agrees to meet and discuss with the Union the impact of the technological or other change on the Nursing Home, its employees and the residents.

## **ARTICLE 24 – GENERAL CONDITIONS**

### **24.01 Bulletin Board**

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

### **24.02 Copies of Agreement**

The Union and the Employer desire every employee to be familiar with the provisions of this Agreement and their rights and duties under it. It is agreed that the Union will prepare the Collective Agreement for signing within sixty (60) days of receiving the arbitration award or written notice of ratification. The Employer shall have sixty (60) days to complete its review. The Union shall subsequently arrange to print sufficient copies within thirty (30) calendar days from the date it receives the signed copy of the Collective Agreement. The Union and the Employer shall share the cost of printing equally.

### **24.03 Recent and Related Experience – RPNs Only**

The employer will recognize recent related experience on the basis of full time one (1) Annual increment for each one (1) year service of service up to the maximum of the grid. Part-time recent and related experience shall be recognized on the basis of eighteen hundred (1800) hours part-time experience shall equal one (1) level on the grid. RPN's will receive credit and recent related experience.

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

### **24.04 Red Seal Certification**

It is understood and agreed that Cooks holding a Red Seal certification shall be given credit for related experience and shall be placed in the Cook 1 classification for  
Collective Agreement Between Burton Manor and CUPE Local 4921 Exp. **Sept. 2026**

purposes of pay grids. For each year of full time related experience, the employee shall be moved up one level on the wage grid to the maximum of the grid.

## ARTICLE 25 – RETROACTIVITY

### 25.01 Retroactivity

Increases to the salary schedule shall be retroactive to October 1, 2022. Where employees either have left the employ of the Employer and/or have entered into the employ of the Employer between October 1, 2022 and the expiry date of September 30, 2024 they shall be entitled to the prorated amount of such payments.

The Employer will endeavor to provide all retroactivity within sixty (60) days of the interest arbitration award and/or receiving written notice of ratification.

All retroactivity will be paid to employees on a separate cheque or itemized on an employee's regular cheque.

All former employees shall be sent notice by the Employer at their last known address and will have thirty (30) calendar days from the date notice is sent to claim retroactive payments. The Union shall receive a copy of all notices sent to former employees.


## ARTICLE 26 – TERM OF AGREEMENT

### 26.01 Effective Date


The term of this Agreement shall be from October 1, 2024 to September 30, 2026 and shall continue from year to year upon the expiration of that term unless either party gives to the other party notice in writing within ninety (90) days prior to the expiration date in each year that it desires its termination or amendment.

Signed electronically on August 1st, \_\_\_\_\_, 2025.


#### FOR THE UNION

  
Andrew Johnson 2025-08-03 12:54:19 EDT

Andrew Johnson

  
THERESA OZEMOYAH (2025-09-15 11:50:57 EDT)

Theresa Ozemoyah

  
SAVO SATTAN (2025-08-01 22:15:18 EDT)


Sobhadavi Sattan




Eriks Bredovskis

Collective Agreement Between Burton Manor and CUPE Local 4921

#### FOR THE EMPLOYER

  
Niklas Chandrabalan 2025-08-01 12:34:06 LPT

Niklas Chandrabalan

  
Bidarekere Swamy 2025-08-01 17:23:57 EDT

Bidarekere Swamy

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# LETTER OF UNDERSTANDING

## Re: Self Isolation Leave (NEW)


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, if credits are available, sick-leave, vacation, or lieu entitlements for any hour of work lost during such period.

Signed electronically on August 1st, 2025.


### FOR THE UNION

  
Andrew Johnson (2025-08-03 12:54:19 EDT)

Andrew Johnson

  
THERESA OZEMOYAH (2025-09-15 11:50:57 EDT)

Theresa Ozemoyah


  
SAVO SATTAN (2025-08-01 22:15:18 EDT)

Sobhadavi Sattan




Eriks Bredovskis

### FOR THE EMPLOYER

  
Niklas Chandrabalan (2025-08-01 12:34:08 EDT)

Niklas Chandrabalan

  
Bidarekere Swamy (2025-08-09 17:23:57 EDT)

Bidarekere Swamy


# LETTER OF UNDERSTANDING

## Re: Volunteers


The parties agree that the nature of the organization lends itself to the use of volunteers. It is understood and agreed that it is not the intent of the Employer to utilize volunteers to replace paid bargaining unit workers to perform work normally performed by the bargaining unit. Volunteers are defined as individuals who donate their time to the facility.

Signed electronically on August 1st, \_\_\_\_\_, 2025.


### FOR THE UNION

  
Andrew Johnson (2025-08-03 12:54:19 EDT)

Andrew Johnson

  
THERESA OZEMOYAH (2025-09-15 11:50:57 EDT)

Theresa Ozemoyah


  
SAVO SATTAN (2025-08-01 22:15:18 EDT)

Sobhadavi Sattan




Eriks Bredovskis

### FOR THE EMPLOYER

  
Niklas Chandrabalan (2025-08-01 12:34:08 EDT)

Niklas Chandrabalan

  
Bidarekere Swamy (2025-08-09 17:23:57 EDT)

Bidarekere Swamy

## SCHEDULE A – WAGE GRID

CLASSIFICATION		Expired	1-Oct-24		DOR*	1-Oct-25
			<b>3.50%</b>	<b>SWI</b>		<b>3.50%</b>
RPN	start	28.70	29.70	2.00	31.70	32.81
	450 hr	29.05	30.07	2.00	32.07	33.19
	1800 hr	29.77	30.81	2.00	32.81	33.96
	3600 hr	30.50	31.57	2.00	33.57	34.74
PSW	start	23.93	24.77		24.77	25.63
	450 hr	24.50	25.36		25.36	26.25
	1800 hr	24.99	25.86		25.86	26.77
	3600 hr	25.53	26.42		26.42	27.35
Resto. Care Worker	start	20.93	21.66		21.66	22.42
	450 hr	21.50	22.25		22.25	23.03
	1800 hr	21.99	22.76		22.76	23.56
	3600 hr	22.53	23.32		23.32	24.13
LEA	start	21.28	22.02		22.02	22.80
	450 hr	21.83	22.59		22.59	23.38
	1800 hr	22.32	23.10		23.10	23.91
	3600 hr	22.86	23.66		23.66	24.49
DHL	start	18.14	18.77	1.00	19.77	20.47
	450 hr	18.81	19.47	1.00	20.47	21.18
	1800 hr	19.33	20.01	1.00	21.01	21.74
	3600 hr	19.68	20.37	1.00	21.37	22.12
Cook I	start	21.08	21.82	1.00	22.82	23.62
	450 hr	21.78	22.54	1.00	23.54	24.37
	1800 hr	22.35	23.13	1.00	24.13	24.98
	3600 hr	22.85	23.65	1.00	24.65	25.51
Cook II	start	20.43	21.15			
	450 hr	20.91	21.64			
	1800 hr	21.11	21.85			
	3600 hr	21.44	22.19			
				MOVE TO COOK I		

**\*Two Pay Periods following written notice of ratification.**