

Collective Agreement

Between

Trilogy Long Term Care

and

Canadian Union of Public Employees

Local 4811

August 1, 2024 – July 31, 2026

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PREAMBLE

WHEREAS IT IS THE DESIRE OF BOTH PARTIES TO THIS AGREEMENT;

- (a) To maintain and improve the relationship between them to settle the conditions of employment on behalf of the employer's employees;
- (b) to recognize the mutual value of joint discussions and negotiations in all matters pertaining to working conditions, employment, services, etc.;
- (c) to encourage efficiency in the employer's operation;
- (d) to promote the morale, well-being and job security of the employees in the bargaining unit.
- (e) The Employer and the- Union recognize that the attitude, ability and efficiency of individual employees affect to a large extent the care, welfare, safety and comfort of the residents in the Home.

AND WHEREAS It is now desirable that methods of bargaining and all matters pertaining to working conditions of the employees be drawn up in an agreement.

ARTICLE 1- RECOGNITION

- 1.01 The Employer recognizes the Union as the sole and exclusive bargaining agent for all employees of Trilogy Long Term Care Inc. in the City of Toronto, save and except supervisors, persons above the rank of supervisor, nurse managers, educators, coordinators, office and clerical staff, maintenance and therapists.

Clarify Note: Recreation Therapists, Volunteer Coordinator, Wellness Coordinator, hairdressers, are clearly excluded from this agreement.

It is understood that dietary, housekeeping and laundry, will be contracted out to a third party. Such contracting out shall not be a violation of the Collective Agreement. Should the employer cease to contract out the above noted services and hire employees to deliver these services, these employees will be covered by this collective agreement.

- 1.02 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 for the purposes of instruction, experimenting or in emergencies or when regular employees are not available.

- 1.03 This article shall not prevent residents or designate from making arrangements for private care providers or publicly funded service delivery (VON, Homecare), private duty or companion care. Such service(s) is between the resident and or designate and the provider and shall not be viewed as a violation of the Collective Agreement.

- 1.04 No Contracting Out

The Employer will not contract out any work of the bargaining unit to the extent that such contracting out results in the lay-off or reduces the regular hours of work of any regular employee in the bargaining unit.

- 1.05 Definitions

A "Full-time Employee" is an employee who is regularly working up to seventy-five (75) hours bi-weekly, but no less than forty-five (45) hours biweekly.

A "Part-time Employee A" is an employee who is regularly working less than forty-five (45) hours bi weekly and who offers to make a commitment to be available for work on a regular predetermined basis as well as for replacement shifts (call in).

A "Part time Employee B" is an Employee who is called into work as required and does not have a regular schedule of hours of work.

ARTICLE 2 — MANAGEMENT RIGHTS

2.01 The Union acknowledges that it is the exclusive right and function of the Employer to manage and direct its operations and affairs in all respects and, without limiting or restricting this right and function except in-so-far as such rights are modified or limited by this agreement:

- a) maintain order, discipline, efficiency, and establish and enforce rules and regulations governing the conduct of employees; and
- b) hire, discharge, classify, direct, transfer, layoff, promote, demote, suspend or otherwise discipline employees; and
- c) generally manage and operate the Nursing Home in all respects in accordance with its obligations, determine the kinds and locations of machines, equipment to be used, the allocation and number of employees required, the standards of performance for all employees, and all other matters concerning the Nursing Home's operations.
- d) To direct and control the work of the employees, determine the amount of supervision necessary, the hours of work, the scheduling of employees, combining or splitting up of departments and work schedules.

2.02 No Discrimination

The Employer and the Union agree that there shall be no intimidation, discrimination, interference, restraint or coercion exercised or practiced against any person because of race, ancestry, place of origin, colour, ethnic origin, citizenship, creed, gender, sexual orientation, age, record of offences, marital status, same-sex partnership status, family status or disability where to do so would be contrary to the Ontario Human Rights Code, as amended from time to time.

2.03 The Employer and the Union agree not to interfere with the rights of the employees of the Employer, and there shall be no discrimination, interference, intimidation, restraint or coercion by either of the parties to this Agreement. The Union further agrees that membership solicitation and other union activities not provided for in the Agreement will not take place during working hours or on the premises of the Employer.

- 2.04 The Employer will post rules and regulations to be observed by the employees and will present a copy thereof to the Union.

ARTICLE 3 — NO STRIKES OR LOCKOUTS

- 3.01 The parties to this Agreement recognize they have a responsibility to the residents and the public for the continuance of uninterrupted service. Therefore, there shall be no strikes or lockouts as long as this Agreement continues to operate.
- 3.02 Definition of the terms, "strike" and "lockouts" as used in Article 3.01 above, shall be in accordance with the Ontario Labour Relations Act and amendments thereto.

ARTICLE 4 — UNION SECURITY

4.01 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) calendar days of employment. The Employer- shall deduct from every employee any dues, initiation fees, or assessments levied by the Union on its members following the first pay period following the month in which the individual commences employment.

4.02 Deductions

Deductions shall be made from the payroll bi-weekly and shall be forwarded to the National Secretary-Treasurer of the Union by not later than the 15th day of the month following, accompanied by two (2) lists of the names and addresses 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. It is agreed that there will be no monthly maximum or cap in the dues formula.

The employer shall provide a copy of this list to the Secretary-Treasurer of CUPE Local 4811.

- 4.03 The employer shall provide the Union with a copy of a full Employee list including department, address and telephone numbers twice a year.

4.04 New Employees

The Employer agrees that a Local Union representative will be given the opportunity to interview each newly hired employee who is not a member of the Union, once during the first month of the employee's orientation for the purpose of advising such employee of the existence of the Union and of her rights and obligations under the terms of this Agreement. Such interview(s) shall be arranged in advanced by the employer and may be in groups or individually in a location designated by the Employer, such interview shall not exceed fifteen (15) minutes duration or 30 minutes if a group.

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

4.06 The Union and its members shall hold the Employer harmless with respect to any liability, which the Employer might incur as a result of deductions and remittances.

ARTICLE 5 - CORRESPONDENCE

5.01 All correspondence between the: parties, arising out of this Agreement or incidental thereto, shall pass to and from the Administrator or her designate and the Secretary of the Union or designate, with a copy sent to the Local President and if requested the National Representative of the Union.

5.02 The Employer agrees to provide a mail slot in the Administration offices designated for union business, in the main office and shall leave all local union correspondence in this slot, such as minutes of meetings, copies of job postings; appointments, hiring and terminations of employment.

ARTICLE 6 - LABOUR MANAGEMENT RELATIONS

6.01 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 will, if requested, supply the Union with a list of its supervisory or other personnel with whom the Union may be required to transact business.

6.02 Labour-Management Relations Committee

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

- a) An equal number of representatives of each party as mutually agreed shall meet at a time and place mutually satisfactory.
- b) The Committee shall meet every three (3) months unless otherwise agreed. The duties of chairperson and secretary shall alternate between the parties. Where possible, agenda items will be exchanged in writing at least seven (7) calendar days prior to the meeting. A record shall be maintained of matters referred to the committee and the recommended disposition, if any, unless agreed to the contrary. Copies of the record shall be provided to Committee members and minutes shall be posted on the staff bulletin board. The minutes will be signed by both parties prior to posting' them.
- c) The purpose of the Committee includes:
 - i) promoting and providing effective and meaningful communication of information and ideas;
 - ii) making joint recommendations on matters of concern including the quality of care;
 - iii) discussing and reviewing matters which are of mutual benefit to the parties, but shall not include items or issues that are properly dealt with under the grievance procedure or through negotiations.
- d) The Employer agrees to pay (up to a maximum of 3 bargaining unit members) for the time spent for representatives of the Union attending at such meetings. This payment for time 'spent shall not result in premium pay. It is understood that more than 3 members may attend the meetings on an unpaid basis.

6.03 Health and Safety Committee

- a) The Employer and the Union agree that they mutually desire to maintain standards of safety and health in the home, in order to prevent injury and illness.
- b) Recognizing its responsibilities under the applicable legislation a joint Health and Safety Committee shall be constituted. Representation of at least half by employees from the various classifications (including contracted workers) and of employees who are not represented by the Union 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.

- c) The committee shall normally meet at least once every three months. 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.
- d) Two (2) representatives of the Joint Health and Safety Committee, one (1) from management and one from the bargaining unit on a rotating basis designated by the bargaining unit, 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 him on his inspections. Scheduled time spent in all such activities shall be considered as time worked.

In the event of accident or injury, the committee and certified representatives shall be notified and provided with copies of the accident investigation report for review and recommendations.

The certified representatives shall 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 such activities shall be considered as time worked.

Where the certified representative is not on site and available, another worker representative from the JH&S committee shall be notified and have the right to attend. Where there is no representative for the Health and Safety committee a worker shall be selected with the knowledge, experience, and training to represent the workers during the inspection.

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 endeavor to obtain the full co-operation of its membership in the observation of all safety rules and practices.

6.04 Representative of the Canadian Union of Public Employees

The Union shall have the right at any time to have the assistance of representatives of the Canadian Union of Public Employees when dealing or negotiating with the Employer. Such representatives shall have access to the Employer's premises provided, arrangements have been made in advance with the administrator or designate, in order to investigate and assist in the settlement of a grievance and such investigation shall not disrupt the normal operations.

6.05 Grievance Committee

- a) The Grievance Committee shall be composed of the President, and Chief Steward directly involved with the grievance and/or the National Representative.
- b) No more than two (2) members of the Committee shall meet with the Administrator, unless otherwise mutually agreed to by the Parties.

6.06 Negotiating Committee

- a) The Employer agrees to recognize a Negotiating Committee comprised of three (3) representatives of the Union for the purpose of meeting with the Employer to negotiate renewal agreements.
- b) The Employer agrees to pay members of the Negotiating Committee for time spent in negotiations with the Employer for a renewal agreement up to, but not including, arbitration. No such payment shall result in premium pay.
- c) The employer shall grant unpaid time off to allow the negotiating committee members to attend interest arbitration hearing(s). For any unpaid leave of absence under this provision, the employer shall maintain the employee's salary and applicable benefits and the union agrees to reimburse the Employer in the amount of the full cost of such salary and benefits. Granting time off for this purpose is subject to the operations of the department from which the employee(s) is employed.
- d) Service and seniority will continue to accrue for time spent in negotiations or interest arbitration by a negotiating committee member.

ARTICLE 7 - GRIEVANCE PROCEDURE

7.01 Election of Stewards

In order to provide an orderly and speedy procedure for the settling of grievances, the Employer acknowledges the right of the Union to appoint or elect five (5) stewards, whose duties shall be to assist any employee whom the steward represents, in preparing and in presenting her grievance in accordance with the grievance procedure and such stewards shall have completed her probationary period with the Home. The union will endeavour to have stewards that reflect the classification and shift schedules of the home.

7.02 Names of Stewards

The Union shall notify the Employer in writing of the names of each steward, before the Employer shall be required to recognize her.

The Employer undertakes to instruct all members of its home management team to co-operate with the stewards and, likewise, the union undertakes to instruct their stewards to co-operate with management in carrying out the terms and conditions of the agreement.

7.03 Permission to Leave Work

The Union understands that each Steward is employed to perform their regular work duties for the Employer. Therefore, no steward shall leave her-work without obtaining the permission of her supervisor. The Employer shall notify the steward within one (1) hour of the request as to when she may leave her place of work. The steward shall state her destination to her supervisor and shall report to the supervisor at the time of her return to work. In return, the Employer will pay stewards for any regular hours of work missed in direct dealings with the Employer, but not for arbitration.

7.04 Definition of Grievance

For purposes of this Agreement, a grievance is defined as a difference arising between the parties relating to the interpretation, application, administration or alleged violation of the Agreement including any question as to whether a matter is arbitral.

7.05 Grievance Procedure

At any stage of the grievance procedure, an employee shall have the right to have the presence of the union representation. It is the mutual desire of the parties hereto that complaints of employees shall be adjusted as quickly as

possible, and it is understood that an employee has no grievance until she has first given her immediate supervisor the opportunity of adjusting her complaint.

Such complaint shall be discussed with her immediate supervisor or designate within 7 working days after the circumstances giving rise to it have occurred or ought reasonably to come to the attention of the employee. The supervisor shall respond in writing within 5 working days.

STEP NO. 1

Failing settlement within 5 working days, it may then be taken up as a grievance within 5 working days following advice of her immediate supervisor's decision in the following manner and sequence:

The employee may submit a written grievance signed by the employee to her Department Head. The grievance shall identify the nature of the grievance and the remedy sought and should identify the provisions of the Agreement which are alleged to be violated. The immediate supervisor will deliver her decision in writing within 5 working days following the day on which the grievance was presented to her. Failing settlement, then:

STEP NO. 2

Within 5 working days following the decision in Step No. 1, the grievance may be submitted in electronically or writing to the Home Administrator or their designate. If submitted in writing, it will be placed in an envelope and stamped by the reception prior to being placed into any internal mailbox. A meeting will then be held between the Home Administrator or her designate and the Union Representative and the Grievor within 5 working days of the submission of the grievance at Step No. 2 unless extended by agreement of the parties in writing.

It is understood and agreed that a representative of the Canadian Union of Public Employees may be present at the meeting. It is further understood that the Home Administrator or their designate may have such counsel and assistance as she may desire at such meeting. The decision of the home shall be delivered in writing within seven (7) working days following the date of such meeting

7.06 Policy Grievance

A complaint or grievance arising directly between the Home and the Union concerning the interpretation, application or alleged violation of the

Agreement shall be originated at Step No. 2 within ten (10) - working days following the circumstances giving rise to the complaint or grievance. It is

expressly understood, however, that such policy grievance may not be the subject of a grievance which is properly lodged by an individual employee.

7.07 Group Grievance

Where a number of employees have identical grievances and each employee would be entitled to grieve separately they may present a group grievance in writing identifying each employee who is grieving to the Department Head or her designate within ten (10) working days after the circumstances giving rise to the grievance have occurred or ought reasonably to have come to the attention of the employee(s). The grievance shall then be treated as being initiated at Step No. 2 and the applicable provisions of this Article shall then apply with respect to the processing of such grievance.

Working days shall not include Saturdays, Sundays, paid statutory holidays or approved scheduled days off.

7.08 Failing settlement under the foregoing procedure of any grievance between the parties arising from the interpretation, application, administration or alleged violation of this Agreement, including any question 'as to whether a matter is arbitral, such grievance may be submitted to arbitration as hereinafter provided.

If no written request for arbitration is received within twenty (20) working days after the decision under Step No. 2 is given, the grievance shall be deemed to have been abandoned unless the parties have mutually agreed to extend the time limits. Management will not act unreasonably with respect to such requests. Where such a written request is postmarked within eighteen (18) working days after the decision under Step No. 2, it will be deemed to have been received within the time limits.

7.09 All agreements reached under the grievance procedure between the representatives of the Home and the representatives of the Union will be final and binding upon the Home and the Union and the employees.

7.10 Grievance Mediation

Failing satisfactory settlement being reached at Step 2, upon mutual agreement, the grievance may be referred to an impartial grievance mediator.

The selection of the mediator will be made jointly by both the Union and the Employer.

The costs of the mediator shall be shared equally between the Employer and the Union.

7.11 Meeting Rooms for grievances

In order to facilitate an orderly and confidential investigation of grievances, the employer shall make available a room and time to meet. This request shall be made by the Chief Steward to the Administrator of designate.

7.12 Failure to Act within Time Limits

If the grievor or the Union fails to process a grievance to the next step in the grievance procedure within the time limits specified, but have not abandoned the grievance, they shall not be deemed to have prejudiced their position in arbitration.

ARTICLE 8 – ARBITRATION

8.01 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 7.05 and such notice shall contain the name of the grievor's appointee 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 appointee. A third person to act as Chairman shall be appointed by the respective appointees. Should either party fail to name their appointee within five (5) working days or should the appointees fail to appoint a Chairman within ten (10) working days from the date of their appointment, either party or their appointee shall request the Office of Arbitration, Ontario Ministry of Labour, to make the appropriate appointment.

The parties may mutually agree to a Sole Arbitrator rather than an Arbitration Board.

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

8.03 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.

- 8.04 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.
- 8.05 The time limits mentioned in this Article and in the preceding Article may be extended by mutual agreement of the parties.
- 8.06 Each party shall pay one-half (1/2) 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 9 — DISCHARGE, SUSPENSION AND DISCIPLINE

9.01 Right to Have Steward and/or Executive Member Present

When the Employer knows that an employee may be subject to disciplinary action, which is to be recorded in the employee's personnel file, the employee shall have the right to the presence of the Union Steward or in the event a steward cannot be present, an Executive Member.

The employee shall have the right to the presence of Union representation during any investigation and/or fact-finding meeting or when the employer knows that an employee may be subject to disciplinary action.

The employer shall notify the Employee when such meetings will take place to allow the employee the opportunity to arrange for representation. The parties can agree to schedule the meeting later, however, the employer will not be economically responsible for this delay.

9.02 Discharge Procedure

An employee who has completed her probationary period may be discharged or suspended, but only for just cause. When an employee is discharged or suspended, she shall be given the reason in the presence of her steward. Such employee and the Union shall be advised promptly in writing by the Employer of the reason for such discharge or suspension. A copy of all letters of discipline, suspension or discharge shall be sent to the president of the local and upon request the National Representative.

9.03 May Omit Grievance Steps

Any grievance for discharge and or suspension shall commence at Step II of the Grievance procedure.

9.04 Access to Personnel File

Each employee shall have reasonable access to all her files for the purpose of reviewing their contents in the presence of her supervisor and employee representative, if requested.

A copy of the performance appraisal will be provided to the employee at her request. Requests to review file must be submitted in writing and shall be on the employee's own time. Requests will normally be granted within 3 business days of the submission of the request. Employees shall not have access to references. The employee will be allowed to make copies of any document, excluding references, contained therein at their own expense. The employee shall have the right to respond to any document in the file and said response shall become part of the file.

9.05 Clearing the File

Any letter of reprimand, suspension or other sanction will be removed from the record of an employee fifteen (15) months following the receipt of such letter, suspension or other sanction provided that the employee's record has been discipline free. Any third-party interactions/ interventions that result in action being taken shall remain on the employee's file, for a period of 36 months, provided there are no other incidents. Leaves of absence in excess of sixty (60) continuous calendar days will not count toward either the 15 month period or the 36 month period referred to above.

ARTICLE 10 - SENIORITY

10.01 Seniority Defined

Seniority is defined for full-time employees as the length of service with the Employer in the bargaining unit since last date of hire.

Seniority is defined for part-time employees on the basis of 1820 hours paid equaling one year.

Where an employee moves from part-time to full-time status, the hours of work shall be converted to a specific date for the purposes of Seniority.

Where an employee moves from full-time to part-time status, the date of hire shall be converted into hours paid.

Seniority shall operate on a bargaining unit wide basis, unless otherwise specified in this agreement.

10.02 Seniority List

The Employer shall maintain a seniority list showing the date upon which each employee's service commenced. An up-to-date seniority list shall be sent to the Union and posted on the main bulletin board in January and July of each year. Employees may challenge their seniority dates for a period of one (1) month after posting and if no challenges are received, the seniority list as posted shall be deemed to be correct. However, an employee who is absent when the list is so posted shall have thirty (30) days from the date of her return to work to challenge the seniority list and if she fails to do so, the seniority list as posted shall be deemed to be correct.

Employees who have transferred from full-time to part-time, or part-time to full-time shall have thirty (30) days from the date of their transfer to challenge the conversion of seniority established in determining their appropriate full time or part-time equivalent seniority and if the employee fails to do so, the seniority as determined by the Employer shall be deemed to be correct.

10.03 Probationary Employees

Newly hired employees shall be on a probationary basis for a period of 450 hours paid directly by the Employer from the date of hire. It is agreed that the purpose of the probationary period is to assess the employee's suitability for continued employment. Therefore, in the case of a grievance regarding the discharge of a probationary employee, a lesser standard shall apply.

Upon completion of the probationary period the employee's name shall be added to the appropriate seniority list.

10.04 Loss of Seniority

An employee shall lose her seniority and shall be deemed terminated in the event:

- a) voluntarily quits the employ of the Employer;
- b) is absent for three (3) consecutive scheduled shifts without sufficient cause and without notifying the Employer unless such notice was not reasonably possible;

- c) failure to notify the Employer of intention to return to work within seven (7) calendar days after being notified of recall. Registered mail sent to the most recent employee's address on the employee's employment file shall be interpreted as proper notice. For purposes of recall, it shall be the responsibility of the employee to keep the Employer informed of his current address;
- d) is laid off for a period of more than twenty-four (24) calendar months;
- e) fails to return to work upon termination of an authorized leave of absence without satisfactory reason or utilizes a leave of absence for purposes other than that for which the leave was granted;
- f) An employee is absent for more than twenty-four (24) months because of sickness or physical disability or both, or by reason of - absence while on WSIB. Prior to the automatic termination of employees under this clause, the Employer agrees to review the employee's status to ensure that any action taken by the Employer complies with the Human Rights Code.

10.05 Transfers and Seniority outside Bargaining Unit

No employee shall be transferred to a position outside the bargaining unit without her consent.

ARTICLE 11 - PROMOTIONS AND STAFF CHANGES

11.01 Job Postings

- a) When a vacancy occurs or a new position is created within the bargaining unit, the Employer shall post a notice electronically and, on the Employer's, main bulletin boards with a copy to the Union for a period of ten (10) working days so that interested employees can apply.

Temporary vacancies anticipated to be less than four (4) weeks duration shall not be posted, unless otherwise agreed between the Employer and the Union. The Employer will distribute shifts as equally as possible based on seniority and availability.

- b) Subsequent vacancies created by the filing of a posted vacancy are to be posted for five (5) working days. Job vacancies shall be posted electronically and on the designated bulletin board.

c) Temporary Job Postings

A vacancy which occurs for more than six (6) weeks will be posted stating that the position is limited and shall indicate the estimated duration of the limited job. In any event, the limited job shall not exceed six (6) months, except for absences lasting longer due to sickness, accidents or approved leaves of absences. Upon termination of a limited job, the employee filling the vacancy shall be returned to the classification and job location in which he/she last worked. In the event that a part-time employee is the successful applicant, the said employee shall retain his/her part-time status during the limited full-time period. An employee filling a temporary vacancy of six (6) weeks or longer duration shall not bid on any other temporary posting until the end of his/her temporary position.

d) Successful Applicant

The successful applicant for a permanent full-time vacancy will fill the vacancy within six (6) calendar days from the date the employee was awarded the vacancy unless there are circumstances beyond the reasonable control of the Employer.

The successful applicant for a temporary full-time vacancy will fill the vacancy within ten (10) calendar days from the date the employee was awarded the vacancy unless there are circumstances beyond the reasonable control of the Employer.

e) Part-time employees will be considered first before full time for all temporary postings of six (6) months or less.

11.02 Information in Postings

The job posting notice shall contain the following information: nature of the position, qualifications, required knowledge and education, skills, shift, salary range as per collective agreement and date of the commencement of the position and floor as initially assigned.

11.03 No outside Advertising

The employer shall consider internal applicants before considering outside applicants. No outside applicants shall be considered until the internal process has been completed.

11.04 Recognition of Seniority

Both parties recognize:

- a) the principle of promotion within the service of the Employer, qualifications being sufficient.
- b) that job opportunity should increase in proportion to length of service, qualifications being sufficient.

11.05 Methods of Making Appointment

Employees shall be selected for job postings on the basis of skill, ability, experience and qualifications. Where these factors are relatively equal, seniority shall be the deciding factor.

An employee selected as a result of a posted vacancy need not be considered for further lateral permanent vacancy for a period of six (6) months from the date of her selection. This does not apply to change of status.

The name of the successful candidate for job postings shall be posted.

11.06 Trial Period

The successful applicant shall be placed on trial for a period of 20 shifts or 150 hours. Conditional on satisfactory service, such trial promotion shall become permanent after the period of 20 shifts or 150 hours. The Trial period may be extended with mutual agreement. In the event the successful applicant proves unsatisfactory in the position during the aforementioned trial period, or if the employee finds herself unable to perform the duties of the new job classification, she shall be returned to her former position and salary without loss of seniority and wage or salary. Any other employee promoted or transferred because of the rearrangement of positions shall also be returned to her former position and salary without loss of seniority and wage or salary. Any unsuccessful applicants for the original posting will then be considered in accordance with Article 11.05. If there are no unsuccessful applicants then the position would be reposted.

11.07 When an employee will be absent on vacation, the employee may advise her manager, in writing, and no more than seven days prior to beginning the vacation, that she wishes to be considered for any potential job posting which might arise during her vacation. The written notice must specify the job or position for which the employee wishes to be considered. If such a job or position then arises during the employee's vacation, the written notice will be considered an application. The written notice is only valid during the vacation period immediately following its delivery to the manager.

11.08 New Classification

When the Employer establishes a new classification within the bargaining unit, the Employer shall determine the rate of pay for such new classification. Once the rate is determined, and then within seven (7) working days the Employer shall advise the Union of the Rate.

If the Union disagrees with the rate, it shall have the right to request a meeting with the Employer, provided the Union requests such meeting within ten (10) working days of receiving the notice from the Employer. At such meeting, the parties will review the rate; the Employer's rationale for establishing the rate, and the reasons the Union disagrees with the rate. If the parties reach agreement, the agreement is effective as of the date on which the Employer gave the Union notice of the new rate. If the parties are unable to reach an agreement, either party may refer the dispute to arbitration, as provided in this agreement, provided the referral is made within fifteen (15) working days of the meeting.

Any decision by a 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.

Any change awarded as a result of arbitration shall be retroactive only to the date on which the Employer gave the Union notice of the new rate.

11.09 Temporary Vacancies

Temporary vacancies anticipated to be greater than four (4) weeks shall be posted.

Where a permanent employee fills a temporary vacancy, such employee shall be covered by the terms of this agreement as applicable. Upon completion of the temporary vacancy, such employee shall be reinstated to her former position, unless the position has been discontinued, in which case she shall be given a comparable job.

ARTICLE 12 - LAYOFF AND RECALL

In the event of a proposed lay-off at the home the employer will provide the employee affected and the local union with notice in accordance with the Employment Standards Act or as indicated below.

12.01 A layoff shall be defined as:

- a) a reduction in the workforce, or
- b) a reduction in the regularly scheduled daily or bi-weekly hours of any full-time or part-time "A" employees

12.02 No full-time employee within the bargaining unit shall be laid off by reason of his/her duties being assigned to one or more part-time employees.

12.03 In the event of a layoff of an employee, the Employer shall pay its share of insured benefit premiums for the duration of the month in which the employee is laid off and the month following.

12.04 Laid off employees shall retain seniority, service and recall rights for twenty-four months from the last date of layoff.

12.05 Lay off procedure

In the event of a lay off, the Employer shall layoff employees in reverse order of seniority within their classification, provided that there remain on the job employees who are able to meet the normal requirement of the job.

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

- a) accept the layoff; or
- b) an employee who chooses to exercise the right to displace another employee with lesser seniority shall advise the employer of her intention to do so and the position claimed within seven (7) days after receiving the notice of lay- off.
- c) opt to retire

12.06 It is understood that at the time of layoff, up to date seniority lists will be provided.

- 12.07 a) Provide the Union with at least eight (8) weeks' notice prior to its implementation. This notice is not in addition to required notice of individual employees.
- b) Provide the Union with at least eight (8) weeks' notice prior to its implementation. This notice is not in addition to required notice of individual employees.
- c) In the event of a layoff of a permanent or along term nature the Home will provide an affected employee with notice in accordance with the Employment Standards Act or as indicated below:

For services greater than:

Nine years	-	9 weeks' notice for service greater than
Ten years	-	10 week's notice for services greater than
Eleven years	-	11 week's notice for services greater than
Twelve years	-	12 week's notice

12.08 Grievances on Layoffs

Grievances concerning layoffs due to a reduction in the working force shall be initiated at Step 2 of the Grievance Procedure.

12.09 Staff Planning Meetings

Where the Employer identifies that a reduction in staffing may be necessary, the Employer shall, prior to giving to the employees any notice of lay-off, including reduction in hours, meet with the Union to discuss the situation and any possible means of minimizing staff impact. The Committee will further discuss alternatives to reducing full-time positions.

12.10 Recall

An employee shall have opportunity of recall from layoff to an available opening, in order of seniority, providing he or she is qualified and able to perform the work.

No job vacancies will be posted until all employees on layoff have had the opportunity to be recalled to an available vacancy.

- a) An employee recalled to work in a different classification from which he or she was laid off shall have the privilege of returning to the position held prior to the layoff should it become vacant within six months of being recalled.

- b) In determining the ability of an employee to perform the work for the purposes of the paragraphs above, the Employer shall not act in an arbitrary or unfair manner.
- c) No new employees shall be hired until all those laid off have been given an opportunity to return to work and have failed to do so or have been found unable to perform the work available.
- 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 his or her 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 her seniority order for recall.
- f) Laid off employees shall retain seniority, service and recall rights in accordance with Article 8 for up to 24 months.

ARTICLE 13- HOURS OF WORK

13.01 Normal Hours of Work

Nothing in this Article shall be construed as a guarantee of hours per day, or days per week.

The normal hours of work shall be seven and one-half (7 1/2) hours per day, exclusive of a thirty (30) minute unpaid meal break and seventy-five (75) hours bi-weekly.

Normally an employee will not be scheduled to work more than four (4) consecutive days without receiving her day off, unless otherwise mutually agreed.

13.02 Days Off

Days off shall be planned in such a way as to equally distribute free weekends. A full-time employee shall receive one weekend off in every two-week period, which shall include Saturday and Sunday. Part-time "A" employees shall receive one weekend off in every two-week period.

13.03 Working Schedule

A four (4) week schedule showing each employee's shifts and days off will be posted two weeks in advance. Part-time "B" employees shall provide six (6) weeks of availability two (2) weeks prior to the schedule being posted. The schedule shall be posted in ink and shall be posted in ink and shall not be changed without the consent of the employee involved. There shall be no rotation of permanent shifts or split shifts. The Union shall receive a copy of the said schedule upon request.

13.04 Rest Period

Each employee who works a seven and one half (7.5) hours shift shall receive a one-half (1/2) hour unpaid meal break and two (2) fifteen-minute paid rest periods. One fifteen rest period shall be during the first half of the shift and the other fifteen-minute rest period shall be in the second half of the shift in an area made available to them. Meal breaks shall not be considered time worked.

Each employee who works a four (4) hour shift shall receive one (1) fifteen-minute paid rest period.

13.05 Shift Exchanges

Any employee who, for their own personal convenience, wishes to exchange or give away shifts with an appropriately qualified other employee, must first submit such a request to their Supervisor or their authorized designate, in writing four (4) days in advance, if possible, of the proposed change. Employees will only be allowed to give away two (2) shifts per year. This request will not be unreasonably denied. It is understood that such change in shift shall not result in any overtime payment.

It is further understood that this provision is not for the purposes of self scheduling.

13.06 Standard/Daylight Savings Time

At the time of change from Standard Time to Daylight Savings Time or Daylight Savings Time to Standard Time, employees shall be paid for the hours they worked at their straight time hourly rate of pay for all such hours worked.

13.07 Reporting Pay

Employees who report for any scheduled shift will be guaranteed at least four (4) hours of work, or if no work is available, will be paid at least four (4) hours except when work is not available due to conditions beyond the control of the home. The reporting allowance outlined as herein shall not apply whenever an employee has received prior notice not to report for work.

13.08 Time Off Between Shifts

Employees are to be scheduled a minimum of fifteen (15) hours off between the ending of one shift and the commencing of the other. The acceptance of call in shifts does not constitute a violation of this article.

13.09 Availability

Part-time staff are expected to provide reasonable on call availability. Employees are expected to indicate their availability, in writing at the beginning of each month for the following month (i.e. submit availability for the month of April on March 1) for additional call-in shifts. If no availability has been received, the previous availability will remain in effect. The Employer will use this to fill in shifts and build current schedule.

Scheduled shifts and call in shall be distributed equitably among employees based on seniority and availability.

Full-time employees who wish to be considered for call in shifts must also submit their availability each month.

It is understood that call in shifts shall be offered first to part-time "A" employees who have less than seventy-five (75) hours in the pay period, then part-time "B" employees who have less than seventy-five (75) hours in the pay period.

Employees who are called in to work and who report within one (1) hour of the call shall be paid from the beginning of the shift.

13.10 Agency Workers:

All call-in of shifts shall be given in order of seniority on a rotational basis of those Employees on the availability list, at non overtime rates of pay, and then overtime rates of pay, before securing an agency replacement.

ARTICLE 14 - OVERTIME

14.01 If an employee is authorized to work more than seven and one half (7.5) hours in a day or more than 75 hours biweekly, she shall receive overtime premium of one and one half (1.5) times her straight time hourly rate.

14.02 Payment for or Supply of Meals

Employees required to work more than three hours overtime shall be provided with a meal or if there is no meal available a meal allowance of five dollars (\$5.00) by the employer.

14.03 Sharing of Overtime

Overtime shall be divided equally among employees who are willing and qualified to perform the available work. Where possible, call-back time shall also be divided equally among employees. Should no employee be willing to work overtime in a department and other options have been exhausted, the person with the least seniority will be required to work.

14.04 Where an employee is called back to work after having left the premises and before commencing her next regular shift or upon completion of his shift, such employee shall be paid at time and one-half (1 1/2) his/her regular rate of pay for a minimum of three (3) hours of such pay.

14.05 Overtime premium will not be duplicated for the same hours worked nor shall there be any pyramiding with respect to another premium payable under the provisions of this collective agreement.

14.06 Employees shall not be required to take time off to equalize any overtime worked.

14.07 Instead of cash payment for overtime, an employee may chose to receive time off at the appropriate overtime rate, providing that they have advised the employer of this choice as soon as possible after it is worked and that it can be scheduled by mutual agreement within ninety (90) days of the date earned.

ARTICLE 15 – HOLIDAYS

15.01 List of Holidays

The Employer recognizes the following as paid holidays:

New Years Day	Civic Holiday
Family Day	Labour Day
Good Friday	Thanksgiving Day
Queen's Birthday	Christmas Day
Canada Day	Boxing Day

15.02 In addition to the above ten designated, holidays, the Employer will grant two (2) floating holidays to each employee for a total of twelve (12) holidays. The intent is that there only be one float in each half of the year. If float days are not scheduled within 120 days after January 1 and July 1 the employer will schedule the day off.

The arrangement for such floating holiday shall be by mutual agreement. between

the Employer and the employee. Such agreement will not be unreasonably withheld.

The intent is that there shall be no more than 12 paid holidays during the term of this agreement. If another federal, provincial, municipal holiday should be proclaimed during the term of the collective agreement, such additional holiday would replace one of the float/personal holidays in the collective agreement.

15.03 Pay on Scheduled Holidays

All full-time employees who are required to work on one of the above-listed holidays shall be paid at the rate of time and one-half (1 1/2) plus straight time for the day, or another day off with pay at a time mutually agreeable between the employee and the Employer, such agreement shall not be unreasonably denied.

A part time Employee who works on a paid holiday shall be paid time and one half (1/2) her regular rate of pay for all hours worked on the holiday plus and average day's pay. The average days pay is calculated by adding the total hours worked in the preceding 28 days to the holiday and dividing it by 20.

15.04 Christmas or New Year's Off

The holiday schedule shall provide that every employee shall have at least Christmas or New Year's Day off, alternating yearly, unless otherwise desired and mutually agreed. In the event of a conflict, the deciding factor shall be seniority.

It is understood that Christmas off includes Boxing Day and New Year's is January 1st.

15.05 Holiday during Vacations

If a paid holiday falls or is observed during an employee's vacation period, she shall be granted an additional day's vacation for each holiday, in addition to her regular vacation time at a time mutually agreeable to the employee and the employer.

ARTICLE 16 — VACATIONS

16.01 For the purposes of vacation entitlement employees shall earn their vacation and pay based on level of seniority as per article 10.01.

Vacations shall be as follows for all employees:

After one year	2 weeks' vacation at 4%
After 3 years	3 weeks' vacation at 6%
After 8 years	4 weeks' vacation at 8%
After 14 years	5 weeks' vacation at 10%
After 22 years	6 weeks' vacation at 12%
After 28 years	7 weeks' vacation at 14%

Vacation pay shall be calculated at the appropriate corresponding percentage (%) of gross earnings (less benefits) per week of entitlement. Increases in entitlement and pay shall become effective on the first full pay period closest to the date in which the increase is due.

16.02 Employees shall not waive vacation and draw double pay.

16.03 The vacation year shall be the calendar year.

16.04 Deadlines for submitting vacation requests shall be as follows:

For vacations falling in May, June, July, August and September, vacations requests must be made no later than February 15th. The vacation schedule for this period shall be posted no later than March 15th. The employer will normally respond to request for vacation other than the above listed months within 2 weeks of the request being made.

An Employee who requests vacation prior to February 15th as per this article shall be entitled to receive her approved vacation in an unbroken period, unless otherwise mutually agreed upon between the Employee concerned and the Employer.

Granting of requests will be based on the operations of the department/ classification and will be granted subject to seniority. Requests submitted after the fact will be granted on a first come first serve basis, in the event of a conflict, seniority shall be the deciding factor.

Vacation requests which are not received by the dates specified above will only be granted if operational requirements are met. Any such requests must be submitted a minimum of one (1) week before the start of the posted schedule.

Employees are permitted to schedule up to two (2) weeks for vacation purposes during July and August. Request for additional vacation in July and August will be considered by seniority if there is unrequested weeks available.

16.05 Vacation Pay on Termination

Where an employee's employment is terminated, the employee shall be paid all outstanding vacation pay to which she may be entitled.

16.06 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.

16.07 Vacation Time Accumulated

An Employee may request to carry over one (1) week of vacation into the next year to be taken at a specific time, to accommodate a special occasion. Approval of the Employer and the needs of the Home will be considered.

16.08 Vacations will not normally be granted from December 20th to January 5th. However, the Home shall consider the granting of vacation on the basis of personal circumstances. Such requests will be on a first come first serve basis. In the event 2 or more employees apply at the same time, from the same Department Classification, the deciding factor shall be first, who worked the previous year and if equal, then seniority.

16.09 Vacation pay will be paid to all full-time employees on the regular pay day, during their vacation, unless otherwise arranged in writing one (1) month in advance of the scheduled vacation.

16.10 Employees shall be permitted to use one (1) week's vacation as single days once the employee is entitled to three (3) weeks' vacation. This article will commence January 1, 2011.

16.11 Employees any request Vacation to start on any day of the week except in July and August.

16.12 Full Time Vacation Replacement

A Part time "A" who is scheduled to shadow a full-time employee will be given first preference to all vacation hours taken by the full time. Any hours not accepted by the shadowing part time will be distributed to the other part time employees within the department be the seniority.

ARTICLE 17 - SICK LEAVE

17.01 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 Workers' Compensation Act.

- a) Full-time employees who have completed 975 hours worked 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.
- b) Full time Employees shall be paid their regular wages for scheduled hours absent due to illness, until their sick bank is exhausted.
- c) Full-time employees may accumulate a maximum of 80 days.
- d) 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 her duties due to illness. The employer shall have the right to require an employee to produce a doctor's certificate for a period less than 3 days absence due to illness if an employee indicates a pattern of intermittent absenteeism. If there is a cost to the employee for the medical certificate, it will be paid for by the employer.

- e) 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., she shall not receive sick leave credit for the period of such absence, but shall retain her cumulative credit, if any, existing at the time of such leave or lay-off.

- f) Sick Leave Record

No later than the last pay in January (with their pay stub) the employer shall advise each employee in writing of the amount of sick leave accrued to his/her credit.

- g) Absence for sickness or accident compensable by the Workplace accident and injury insurance plan will not be charged against sick leave credit.

h) Notification to Employer

An Employee who is unable to report for duty on her scheduled shift shall notify the Employer of this fact two (2) hours in advance of the commencement of her scheduled shift; provided that this requirement shall be waived by the Employer where the employee was unable to give such notice due to circumstance beyond her control.

i) Medical Care Leave

Employees may be allowed to use accumulated sick leave credits in order to engage in personal preventative medical health and dental care for specialist appointments. Permission will not be unreasonably withheld provided adequate notice is given in advance.

ARTICLE 18 LEAVE OF ABSENCE

18.01 An employee may request a leave of absence of up to one (1) year provided he gives the Employer at least fourteen (14) days notice in writing. The notice shall set out the reasons for the proposed leave of absence. Approval of such leave shall be given in writing. Such employee will not accumulate seniority during said leave, but will maintain, previous accumulated seniority.

The Employer shall not unreasonably withhold permission for leave of absence; however, the Employer has the right to refuse leave of absence if such leave would unreasonably interfere with the normal operations.

18.02 Leave of Absence for Full-Time Union or Public Duties

The Employer recognizes the right of employees to participate in public affairs. Therefore, upon written request, made at the earliest opportunity, the Employer will grant leave of absence, without pay and without loss of seniority so that employees may be candidates in a Federal, Provincial or Municipal election. 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 for a period of one (1) year.

18.03 Paid Bereavement Leave

An employee shall be granted five (5) consecutive days leave in conjunction with the funeral or service without loss of pay in the case of death of a parent, spouse or child. An employee shall be granted a minimum of three (3) consecutive days

leave in conjunction with the funeral or service without loss of pay in the case of death of a brother, sister, mother-in-law, father-in-law, grandparent, grandchild, aunt and uncle. In the case of a sister-in-law, brother-in-law, son-in-law and daughter-in-law an employee shall be granted a minimum leave of one day. Where it is necessary because of distance, the employee may be provided additional unpaid leave.

18.04 Pregnancy and/or Parental Leave

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

- (i) An employee who is on pregnancy leave shall be paid a Supplemental Unemployment Benefit (SUB) to the difference between seventy-five percent (75%) of her regular weekly earnings and the sum of her weekly rate of Employment Insurance (EI) benefits for a period of fifteen (15) weeks. 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/parental benefits.
- (ii) The service requirement for eligibility for parental and/or pregnancy leave shall be thirteen (13) weeks.
- (iii) The employee shall give written notification of at least two (2) weeks in advance of the date of commencement of such leave and the expected date of return. This notice shall be waived in the event of pregnancy complications, premature birth or the sudden coming into care of an adopted child.
- (iv) An employee shall be allowed to commence her pregnancy leave at any time up to seventeen (17) weeks before the expected date of delivery.
- (v) An employee shall continue to accumulate seniority rights during the entire pregnancy and/or parental leave. While an employee is on pregnancy and/or parental leave the Employer shall continue to make Employer contributions to life insurance, accidental death, EHC and dental plans unless the employee has advised the Employer, in writing, that she does not wish to continue to make the employee contributions (if any) to such plans.
- (vi) Parents shall be defined to include adoptive parents and a person in a relationship of some permanence with the natural or adoptive mother or father of the child who intends to treat the child as his or her own.

Employees newly hired to replace employees who are on parental and/or pregnancy leaves shall be released and such release shall not be subject of a grievance or arbitration. If retained by the Home in 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 vacancy and the special conditions relating to such employment.

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.

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 are made with the Employer.

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 fitness to resume her employment following her leave of absence.

The Employer shall continue to pay its share of the premium costs of insured benefits while on pregnancy and parental leave, provided the employee pays their portion of the premium cost sharing arrangements, if applicable.

Parental leave may begin no later than seventy-eight (78) weeks after the day the child is born or comes into the employee's custody, care and control for the first time.

An employee who has taken pregnancy leave must begin her parental leave when her pregnancy leave ends unless the child has not yet come into her custody, care and control for the first time.

Parental leave ends sixty-one (61) weeks after it began, if the employee also took pregnancy leave and sixty-three (63) weeks after it began, otherwise.

Seniority will accrue based on the scheduled number of hours the employee was working prior to her leave.

18.05 Jury or Witness Leave

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

18.06 Education Leave

Where employees are required by the employer to take courses to upgrade or acquire new or additional employment qualifications or skills, in order to maintain their employment, the employer shall pay the full cost associated with the courses.

Leave of absence with pay, up to two (2) days per year without loss of seniority shall be granted to all employees for time to write examinations to improve job related skills and qualifications.

18.07 Leave for Union Business

Upon twenty-one (21) days notice, the Employer shall grant a leave of absence with pay and benefits and without loss of seniority in order that employees may attend union conventions, conferences or seminars. The Union agrees that such leave will not unduly affect the proper operations of the home.

The Union will reimburse the employer for receipt of such pay.

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. Such requests shall not be unreasonably denied.

Leave for Union Functions

Upon notification to the Employer, an employee elected or appointed to represent the Union at Union functions may 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. Such requests shall not be unreasonably denied.

The Employer will respond within seven (7) days of the request having been submitted.

18.08 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 sick-leave, vacation, or lieu entitlements for any hour of work lost during such period.

ARTICLE 19 —HEALTH AND WELFARE BENEFITS

19.01 Master Policy

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

19.02 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.

19.03 Extended Health Care Benefits

The Employer shall provide all employees who have completed their probationary period with an Extended Health Care Plan. The Employer shall pay one hundred per cent (100%) of the premiums.

Eligible Expenses (Benefit year January 1 – December 31)

- a) Life insurance – 2 x the annual salary
Part-Time "A" Employees \$15,000
- b) Health and welfare plan consisting of:
 - Paramedical: Services of a licensed chiropractor, osteopath, podiatrist, chiropodist, speech therapist or massage Therapist Massage Therapist, Naturopath, Physiotherapist, Psychologist to a maximum of \$325 per person per benefit year, per specialty.
 - Drug (Drug Card, including generic prescription features, for use in Canada) Generic Prescription drugs unless otherwise prescribed by the Employee's Doctor. The Drug benefit maximum is increased to \$2,000.00 per calendar year.

- Semi-private hospitalization – difference between ward and semi-private hospital room.
- Vision care: Up to \$375 per person in a consecutive twenty-four (24) month period for glasses, contact lenses or laser surgery, effective two full pay periods following the ratification date September 11, 2025
- Private duty nursing at home to a maximum of \$10,000 per benefit year.
- Orthotics: One (1) pair of orthotic devices per person per benefit year provided they are prescribed by an orthopaedic surgeon, podiatrist, and chiropodist as being medically necessary.

- c) Dental Plan that includes:
 The Employer agrees to pay one hundred percent 100% of the billed premiums for a Green Shield Comprehensive Basic Dental Plan or its equivalent at current ODA rates, as amended from time to time.

19.04 Full-time employees shall be entitled to benefits as identified above, on a pro rata basis.

19.05 Percentage in Lieu

Part-time employees shall receive 9.5% of their regular rate of pay per hour worked above their regular rates of pay as set out in Appendix "A" hereto attached in lieu of all forms of health and welfare and fringe benefits.

Part-time employees will be entitled to other benefits such as vacations, holidays etc.

19.06 On the first full payroll upon completion of probation, the employer shall pay all employees a clothing allowance of seven (\$0.07) per hour for all hours worked. Employees shall be required to comply with the uniform policy of the home. This payment shall be paid twice per year on the first full pay in the months of April and October.

ARTICLE 20 – HARASSMENT

Harassment shall be defined as: any behavior which denies and/or undermines individuals their health, dignity and respect, and that is offensive, embarrassing and humiliating to said individual. Therefore, harassment of another employee in carrying out the duties or in the provision of his/her services in any form and at any level, whether it be colleague to colleague, supervisor to subordinate, or subordinate to supervisor, constitutes a disciplinary infraction. Harassment shall include within its meaning sexual harassment.

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

Such complaints need to be submitted to the Administrator or as per the policy.

ARTICLE 21 - PENSION PLAN

The Nursing Homes and Related Industries Pension Plan

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

21.01 "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
- 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.

21.02 Each eligible employee covered by this Collective Agreement shall contribute for each pay period an amount equal to four percent (4%) of applicable wages to NHRIPP and 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.

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.

21.03 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.

21.04 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.

21.05 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.

The information required to be provided by the Employer may be provided in the form normally maintained by the Employer, whether on computer disc, manual records or otherwise. In the event such information is not readily available without review of other information not relevant to the Plan, the Plan shall make arrangements with the Employer for access to the required information. This may include the Employer providing such information at reasonable cost to the Plan. If the Administrator of the Plan and the Employer are unable to agree on the form of such access, a mutually acceptable third party, such as a firm of accountant and auditors, shall be retained at the expense of the plan to obtain such information from the Employer's files. Such information shall be provided only on enrolment of an employee or with the monthly remittances.

Any additional information requested beyond that noted above may be provided, if possible, by the Employer, it being understood that any additional costs of such request shall be borne by the Plan.

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

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)

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

To be provided once, and if status changes:

- Full address as provided to the Employer by the employee
- Termination date when applicable (MMDDYY)

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.

21.06 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 22 - PAYMENT OF WAGES AND ALLOWANCES

22.01 Employees shall be classified and paid in accordance with Schedule "A" attached to this agreement. Increases in pay will be implemented on the first full pay period closest to the effective date of the increase.

22.02 Pay Days

The Employer agrees that wages will be paid bi-weekly on every second Friday.

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

If, by the Employer's error, an employee is under paid, the following applies.

If the amount of the error is equal to or greater than the employee's normal gross wages for a day of work, the Employer will provide the adjustment payment promptly. The objective is to deliver the payment within five (5) business days of the error being brought to the Employer's attention.

Errors for lesser amounts, or errors, which arise because of the employee's actions, will normally be corrected on the next pay.

22.03 Shift Premium

(a) The Employer agrees to pay a shift premium of thirty-five cents (\$0.35) per hour to all full-time and part-time employees who work a majority of their shift between the hours of 3:00 p.m. and 7:00 a.m.

(b) The midnight shift shall be defined as the shift where the majority of hours worked by an employee fall between the hours of 11:00 p.m. and 7:00 a.m. The day shift shall be defined as the shift where the majority of hours worked by an employee fall between the hours of 7:00 a.m. and 3:00 p.m. The evening shift shall be defined as the shift where the majority of hours worked by an employee fall between the hours of 3:00 p.m. and 11:00 p.m.

(c) Weekend Premium

Employees shall be paid Weekend Premium of an additional forty cents (\$0.40) per hour for all hours worked between Friday at 23:00 p.m. and Sunday 23:00 p.m. The premium shall be in addition to the regular Shift Premium. Effective two full pay periods following the ratification date September 11, 2025.

22.04 An employee who reports for work as scheduled and no work is available, shall receive a minimum of four (4) hours' pay or her regularly scheduled hours, whichever is less, at her regular straight time hourly rate provided she performs any duties assigned by the Employer which she is capable of doing, if her regular duties are not available.

22.05 When an employee is assigned temporarily to perform the duties and assume the responsibilities of a higher paying position in the bargaining unit for a period in excess of one-half (1/2) shift, she shall be paid the rate in the higher salary range immediately above her current rate from the commencement of the shift on which she was assigned the job.

22.06 Where an employee is assigned the responsibility of a supervisor for a full shift or more, she shall be paid one dollar (\$1.00) per hour for such duty in addition to her regular salary. Such premium will not form part of the hourly rate.

22.07 Related Experience

The employer shall recognize related nursing experience and related job experience with respect to new Registered Nurses and Registered Practical Nurses which adds to the value of the nurse's service on the following basis:

- One (1) year for every year of experience to the maximum of the pay grid.
- No retroactivity shall be paid pursuant to this clause.

22.10 Mandatory Training:

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

ARTICLE 23 GENERAL

23.01 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.

Material other than the above must be approved and initialed by the Administrator.

23.02 Copies of Agreement

The Union and the Employer desire every employee to be familiar with the provisions of this Agreement and her rights and duties under it. It is agreed that the Union will prepare the Collective Agreement for review, comment and signing by the employer within sixty (60) days of receiving the arbitration award or written notice of ratification and 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 will share the costs of printing the agreement and the Union will invoice the Employer.

23.03 Plural or Feminine Terms May Apply

Whenever the singular or masculine is used in this Agreement, it shall be considered as if the plural or feminine has been used where the context of the party or parties hereto so requires.

ARTICLE 24 – Termination and Renewal

24.01 The Collective Agreement shall be effective from August 1, 2024 and continues in effect until July 31, 2026 and shall remain in effect from year to year, thereafter unless either party gives the other party written notice of termination or desire to amend the Agreement in accordance with article 23.02 below.

24.02 Where either party desires to amend or terminate this Agreement, it shall give notice to the other party only within the period ninety (90) days prior to the expiration date of this Agreement or to any anniversary of such expiration date.

24.03 If notice of amendment is given by either party, the other party agrees to meet for the purpose of negotiations within thirty (30) days after the giving of such notice, if requested to do so.

ARTICLE 25 – Retroactivity

25.01 Increases to the wage schedule shall be retroactive to August 1, 2024 and based on the hours paid for all employees and to employees who have left the employment of the employer.

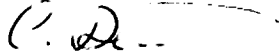
Retroactivity shall be paid as soon as possible but, in any event, within sixty (60) days of the Board's award or receipt of written notice of ratification. Such payments shall be made by separate cheque or itemized on employees' regular pay cheques.


The Employer will notify former employees of their entitlement at their last known


address on record with the Employer and they will have thirty (30) days from the date of notice within which to claim retroactivity. Thereafter, the Employer will have no further obligation to make such payments. The Union will be provided with copies of all notices sent to former employees.

Dated this 26th day of November 2025


For the Union



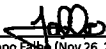

Kala Ramesh (Nov 27, 2025 17:05:26 EST)



Jacqueline D'Souza (Nov 26, 2025 15:57:12 EST)


Deon Barrett (Nov 27, 2025 04:35:06 EST)


Lydia Dabriel (Dec 1, 2025 14:33:14 EST)

For the Employer


Filippo Pata (Nov 26, 2025 16:12:34 EST)


Lindsay Bousfield (Nov 27, 2025 09:18:23 EST)


Sihle Mudhlongwa (Dec 4, 2025 11:23:41 EST)

SCHEDULE A

SCHEDULE "A"	STEPS	Current Rate	Effective Aug 1, 2024	Effective February 1, 2025	Effective Aug 1, 2025
RN					
	Start	\$32.77	\$35.01		\$36.06
	1950	\$34.19	\$36.52		\$37.62
	3900	\$35.29	\$37.72		\$38.85
	5850	\$37.18	\$39.73		\$40.92
	7800	\$38.68	\$41.33		\$42.57
	9750	\$40.53	\$43.31		\$44.61
	11700	\$42.31	\$45.22		\$46.58
	13650	\$45.91	\$49.06		\$50.53
	15600	\$49.61	\$53.00		\$54.59
RPN			3.50%	\$1.00	3.5% + \$1
	Start	\$27.32	\$28.28	\$29.28	\$31.30
	450	\$28.36	\$29.35	\$30.35	\$32.41
	1950	\$29.06	\$30.08	\$31.08	\$33.17
	3900	\$29.76	\$30.80	\$31.80	\$33.91
IPAC RPN LEAD			3.50%	\$1.00	3.5% + \$1
	Start	\$30.32	\$31.38	\$32.38	\$34.51
	450	\$31.36	\$32.46	\$33.46	\$35.63
	1950	\$32.06	\$33.18	\$34.18	\$36.38
	3900	\$32.76	\$33.91	\$34.91	\$37.13
PSW			3.50%	1%	3.50%
	Start	\$24.03	\$24.87	\$25.12	\$26.00
	450	\$24.38	\$25.23	\$25.48	\$26.37
	1950	\$25.08	\$25.96	\$26.22	\$27.14
	3900	\$25.42	\$26.31	\$26.57	\$27.50
Activation /Recreation			3.50%	1%	3.50%
	Start	\$21.52	\$22.27	\$22.49	\$23.28
	450	\$21.86	\$22.63	\$22.86	\$23.66
	1950	\$22.27	\$23.05	\$23.28	\$24.09
	3900	\$23.26	\$24.07	\$24.31	\$25.16
Restoration Aide			3.50%	1%	3.50%
	Start	\$20.48	\$21.20	\$21.41	\$22.16
	450	\$21.04	\$21.78	\$22.00	\$22.77
	1950	\$21.38	\$22.13	\$22.35	\$23.13
	3900	\$21.74	\$22.50	\$22.73	\$23.53

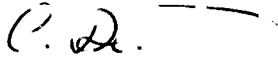
Cook			3.50%	1%	3.50%
		\$23.59	\$24.42	\$24.66	\$25.52
Housekeeping/Dietary/Laundry			3.50%	1%	3.50%
		\$21.07	\$21.81	\$22.03	\$22.80
Nursing Student			3.50%	1%	3.50%
	1 st Year	\$19.09	\$19.76	\$19.96	\$20.66
	2 nd Year	\$19.78	\$20.47	\$20.67	\$21.39
	3 rd Year	\$20.48	\$21.20	\$21.41	\$22.16
	4 th Year	\$21.17	\$21.91	\$22.13	\$22.90
Students			3.50%	1%	3.50%
	Start	\$14.92	\$15.44	\$15.59	\$16.14
	450	\$15.12	\$15.65	\$15.81	\$16.36
	1950	\$15.34	\$15.88	\$16.04	\$16.60
	3900	\$15.57	\$16.11	\$16.27	\$16.84


**Letter of Understanding Re: Workload
Between Trilogy Long Term Care
And
Canadian Union of Public Employees Local 4811**


The Parties agree to the importance of addressing workload issues as they arise, in the workplace. Therefore the parties agree that all completed House Team Meeting Actions Plan forms (I-B-100.20 (b), attached as appendix "B") that contain issues related to workload will be included as agenda items at all regularly scheduled Labour Management Meetings between the Union and the Employer. A written response from the Employer, on any unresolved issues from the meeting, shall be provided no later than two (2) weeks following the meeting.


Signed this 26th day of November, 2025 at online via Adobe, ON.


For the Union





Kala Ramesh (Nov 27, 2025 17:05:26 EST)



Jacqueline D'Souza (Nov 26, 2025 15:57:12 EST)


Deon Barrett (Nov 27, 2025 04:35:06 EST)


Lydia Dabriel (Dec 1, 2025 14:33:14 EST)

For the Employer


Filippo Fenu (Nov 26, 2025 16:12:34 EST)


Lindsay Bousfield (Nov 27, 2025 09:18:23 EST)


Sihle Mudhlongwa (Dec 4, 2025 11:23:41 EST)


**Letter of Understanding Re: Student Nurses
Between Trilogy Long Term Care
And
Canadian Union of Public Employees Local 4811**


The Parties agree that the employer's use of student nurses shall be a standing agenda item at all labour management meetings.


Signed this 26th day of November, 2025 at online via Adobe, ON.

For the Union





Kala Ramesh (Nov 27, 2025 17:05:26 EST)


Jacqueline D'Souza (Nov 26, 2025 15:57:12 EST)


Deon Barrett (Nov 27, 2025 04:35:06 EST)


Lydia Dabriel (Dec 1, 2025 14:33:14 EST)

For the Employer


Filippo Fabbri (Nov 26, 2025 16:12:34 EST)


Lindsay Bousfield (Nov 27, 2025 09:18:23 EST)


Sihle Mudhlongwa (Dec 4, 2025 11:23:41 EST)

Letter of Understanding Re: Scheduling of Vacation Time

**Between Trilogy Long Term Care
And**

Canadian Union of Public Employees Local 4811

The Parties agree to implement the following process for the scheduling of vacation time on a trial basis for the term of the agreement.

The Parties further agree that the process will be reviewed annually each October for the term of the agreement.

Vacation schedules shall be in order of seniority subject to the service requirements in each Department. A vacation form shall be posted by the Employer between September 1st and October 1st for the selection of vacation weeks falling between January 15th and May 31st of the following year.

A second form shall be posted by the employer between February 1st and March 31st for the selection of vacation weeks falling between June 1st and December 15th.

During these periods the employees shall note on the list their first and second choice of dates for their vacation. An employee submitting a late request cannot utilize her seniority to displace an employee who submitted a timely request (October 1st and March 31st).

The Employer shall post the final schedule by November 1st and May 1st respectively. It is understood that regular full-time employees will have first opportunity for vacation.

All requests outside the above posting requests will be on a first come first serve basis. Employees with vacation entitlement that has not been booked as of September will be notified that this vacation will be scheduled by the end of the year if the employee does


not book by October 1st of the current vacation year. The accumulator with the outstanding vacation entitlement will be posted following the first pay in September.


Signed this 26th day of November, 2025 at online via Adobe, ON.


For the Union


For the Employer





Kala Ramesh (Nov 27, 2025 17:05:26 EST)



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Deon Barrett (Nov 27, 2025 04:35:06 EST)


Sihle Mudhlongwa (Dec 4, 2025 11:23:41 EST)


Lydia Dabriel (Dec 1, 2025 14:33:14 EST)

Letter of Agreement
Between
Trilogy Long Term Care
(hereinafter called the “Employer”)

- and –
Canadian Union of Public Employees Local 4811
(hereinafter called the “Union”)

Whereas the parties are subject to a collective agreement.

And whereas on April 11, 2022, the Ontario Government, proclaimed “Ontario Regulation 246/22” made under The Fixing Long-Term Care Act, 2021 (FLTCA) into force required long term care Homes to ensure that the home have an Infection Prevention and Control Lead (IPAC Lead).

And whereas the Employer posted and then filled an IPAC Lead RPN position on August 31, 2022.

And whereas the Parties wish to recognize and compensate employees who are assigned the role and duties of the IPAC Lead RPN.

Now Therefore the Parties agree as follows:


1. This Letter of Agreement is made in the interests of good labour relations.
2. To be eligible for the IPAC premium, RPNs must meet all the following criteria:
 - a) Before April 1, 2025, be enrolled and working towards or possess a valid LTC-CIP Certification.
 - b) On or after April 1, 2025, must possess a valid LTC-CIP certification.
 - c) Be assigned the role and responsibilities of the IPAC Lead RPN by Management.
 - d) Fulfill their IPAC responsibilities consistently and effectively, as determined by the legislation, the employer or other applicable measures.
 - e) Must continuously maintain an updated LTC-CIP certification as required by legislation.
3. The Employer agrees to post the position immediately following the signing of this agreement, as per Article 11.01 of the Collective Agreement.
4. The Employer agrees to implement the new wage increase of \$3.00 to the current RPN wage grid, creating a new classification in Schedule “A” titled IPAC Lead RPN. This is not a general wage adjustment for the current term of the Collective Agreement and the Union reserves its right to propose further wage increases or adjustment upon expiry. This new rate will be eligible to receive any freely negotiated and/or awarded General wage increases or wage adjustments.

5. The Employer agrees to pay retroactivity to the current employee in the IPAC Lead role back two pay periods following the execution of this agreement.
6. The Parties agree that in the next round of bargaining this letter and the new classification will form part of the Collective Agreement and Schedule "A" Wage grid.
7. These Minutes of Settlement may be executed electronically and in counterparts.

Signed this 26th day of November, 2025 at online via Adobe, ON.


For the Union






Kala Ramesh (Nov 27, 2025 17:05:26 EST)

For the Employer



Filippo Pappalardo (Nov 26, 2025 16:12:34 EST)


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