

COLLECTIVE AGREEMENT

between

HEARTWOOD – REVERA LTC INC.

and

**CANADIAN UNION OF PUBLIC EMPLOYEES
and its LOCAL 1496**

CUPE / *Canadian Union
of Public Employees*

January 1, 2025 – December 31, 2026

Table of Contents

ARTICLE 1 - PREAMBLE	1
ARTICLE 2 - MANAGEMENT RIGHTS	1
ARTICLE 3 - RECOGNITION AND NEGOTIATIONS	3
ARTICLE 4 - UNION SECURITY AND CHECK-OFF OF DUES	3
ARTICLE 5 - CORRESPONDENCE	4
ARTICLE 6 - LABOUR MANAGEMENT RELATIONS	4
ARTICLE 7 - DISCHARGE, SUSPENSION AND DISCIPLINE	6
ARTICLE 8 - GRIEVANCE PROCEDURE	8
ARTICLE 9 - ARBITRATION PROCEDURE	11
ARTICLE 10 - SENIORITY	12
ARTICLE 11 - JOB POSTINGS	15
ARTICLE 12 - HOURS OF WORK	17
ARTICLE 13 - LAYOFF AND RECALLS	20
ARTICLE 14 - OVERTIME AND SHIFT WORK	23
ARTICLE 15 - HEALTH INSURED BENEFITS	24
ARTICLE 16 - HOLIDAYS	28
ARTICLE 17 - VACATIONS	30
ARTICLE 18 - GENERAL LEAVE & ABSENCE	32
ARTICLE 19 - PAYMENT OF WAGES AND ALLOWANCES	38
ARTICLE 20 - GENERAL CONDITIONS	41
ARTICLE 21 - HEALTH AND SAFETY	43
ARTICLE 22 - RETROACTIVITY	43
ARTICLE 23 - COMMITMENT OF PART-TIME EMPLOYEE	44
ARTICLE 24 - CHANGES IN CLASSIFICATION	44
ARTICLE 25 - TERM OF AGREEMENT	44
SCHEDULE "A" – WAGE SCHEDULE (Nursing Home)	46
LETTER OF UNDERSTANDING	48
Re: RAI/MDS Review	48
LETTER OF UNDERSTANDING	49
Re: Innovative/Extended Shift Schedules	49
LETTER OF UNDERSTANDING	51
Re: Recognition of RPN Experience	51
LETTER OF UNDERSTANDING	52
Re: Workload	52
Appendix "A" – Workload Review Form	53

ARTICLE 1 - PREAMBLE

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

- (1) to maintain and improve the harmonious relations and settled conditions of employment between the Employer and the Union;
- (2) to recognize the mutual value of joint discussions and negotiations in all matters pertaining to working conditions, employment, services, etc.,
- (3) to encourage efficiency in operation;
- (4) to promote the morale, well-being and security of all employees in the bargaining unit of the Union.

1.02 And whereas it is now desirable that methods of bargaining and all matters pertaining to the working conditions of the employee be drawn up in an Agreement.

ARTICLE 2 - MANAGEMENT RIGHTS

2.01 Management Rights

The Union recognizes and acknowledges that the management of the Home and direction of the working force are fixed exclusively in the Employer, and without restricting the generality of the foregoing, the Union acknowledges that it is the exclusive function of the Employer to:

- (a) maintain order and efficiency;
- (b) hire, promote, demote, classify, transfer, suspend and retire employees and to discipline or discharge any employee who has acquired seniority that they have been discharged or disciplined without just cause may be the subject of a grievance and dealt with as hereinafter provided.
- (c) make, enforce and alter, from time to time, reasonable rules and regulations to be observed by the employees, provided that when new rules are enacted, a copy shall be given to the committee and an opportunity given to them to make representations;

- (d) determine the nature and kind of business conducted by the Employer, the kinds and locations of operations, equipment and materials to be used, the control of materials and equipment, the methods and techniques of work, the content of jobs, the schedules of work, the number of employees to be employed, the extension, limitation, curtailment or cessation of operations or any party thereof, and to determine and exercise all other functions and prerogatives which shall remain solely with the Employer except as specifically limited by the express provisions of this Agreement.

2.02 No Discrimination

Both the Employer and the Union agree that there will be no discrimination, coercion or intimidation practiced or threatened against the individual employee by the virtue of their membership or non-membership in the Union, or by the exercise or non-exercise of their rights and/or responsibilities as Union representatives under this Agreement. The Employer and the Union further agree that all employees will be protected against discrimination respecting their human and employment rights in all matters prohibited under the *Ontario Human Rights Code*. The parties acknowledge and agree to adhere to the *Ontario Human Rights Code*, the *Employment Standards Act* as amended from time to time, the *Ontario Labour Relations Act*, and the *Occupational Health and Safety Act*, as amended from time to time.

- 2.03** It is agreed that the Union and the employees will not engage in Union activities except as provided in this Agreement during working hours or hold meetings at any time on the premises of the Employer without the permission of the Director of Personnel. However, Union activities may be carried on in the locker room and/or lunch room during coffee breaks.

2.04 No Contracting Out

The Home shall not contract out any work usually performed by members of the bargaining unit, if, as a result of such contracting out, a layoff of any employees other than casual part-time employees results from such contracting out. Contracting out to an Employer who is organized and who will employ the employees of the bargaining unit who would otherwise be laid off with similar terms and conditions of employment is not a breach of this provision.

ARTICLE 3 - RECOGNITION AND NEGOTIATIONS

3.01 Bargaining Unit

The Employer recognizes the Canadian Union of Public Employees as the sole and exclusive collective bargaining agency for all of its employees, save and except licensed medical staff, registered nurses, office supervisor, maintenance supervisor, executive director, chef manager, dietitian, director of nursing services, office clerks, secretary to the executive director, life enrichment co-coordinator, and hereby consents and agrees to negotiate with the Union, or any of its authorized committees, concerning all matters affecting the relationship between the parties to this Agreement, looking towards a peaceful and amicable settlement of any differences that may arise between them.

3.02 Work of the Bargaining Unit

Persons whose jobs are not in the bargaining unit shall not work on any jobs which are included in the bargaining unit, provided that the act of performing the aforementioned operations (except for purposes of instruction, experimenting or in emergencies) in itself, does not reduce the hours of work or pay of any employee.

3.03 No Other Agreement

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

No individual employee or group of employees shall undertake to represent the Union at meetings with the Employer without proper authorization from the President or designate.

ARTICLE 4 - UNION SECURITY AND CHECK-OFF OF DUES

4.01 All Employees to be Members

All employees of the Employer, as a condition of continuing employment, shall become and remain members in good standing of the Union, according to the constitution and bylaws of the Union. All future employees of the Employer shall, as a condition of continued employment, become and remain members in good standing in the Union within thirty (30) days of employment with the Employer.

4.02 Check-Off of Union Dues

The Employer shall deduct from every employee any monthly dues, initiations or assessments levied in accordance with the Union constitution and/or bylaws and owing by them to the Union. The Union agrees to save the Employer harmless from all deductions made from an employee's pay, as provided herein.

4.03 Deductions

Deductions shall be made from each payroll period and shall be forwarded to the Secretary-Treasurer of the Union not later than the last payroll of the same month accompanied by a list of the names of all employees from whose wages deductions have been made, the dues deducted for each employee, the total hours worked for which dues were deducted, the employees' hourly rate, along with the total dues deducted from all members of the bargaining unit. Two (2) copies of this list shall be forwarded to the Secretary-Treasurer of Local 1496.

ARTICLE 5 - CORRESPONDENCE

5.01 All correspondence between the parties, arising out of this Agreement or incidental hereto, shall pass to and from the Executive Director or his delegate and the President of the Union. A copy of any correspondence between the Employer or their designate and any employee in the bargaining unit, pertaining to the interpretation, administration or application of any part of this Agreement, shall be forwarded to the President of the Union. In the event correspondence is sent by mail, it shall be pre-paid and registered. Copies of all such correspondence shall be forwarded to the Head Office of the Employer.

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 authorization of 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 supply the Union with a list of its supervisors, **including members from the bargaining unit who are assigned by the employer outside the bargaining unit on a temporary basis, from the first day of assignment** or other personnel with whom the Union may be required to transact business.

6.02 Bargaining Committee

The Employer agrees to recognize a bargaining committee of not more than three (3) persons from the bargaining unit **and a CUPE National representative**. For the purpose of Central Bargaining, a committee of no more than two members from each Local Union committee, selected by the Union, will be in attendance and recognized at the Central Bargaining table. The Union will advise the Employer of the Union appointees to the committee.

6.03 Function of Bargaining Committee

The Employer agrees to meet with the bargaining committee to negotiate amendments to or renewal of this Agreement and such related matters which properly arise from time to time.

Meeting of Committee

In the event either party wishes to call a meeting of the Bargaining Committee, the meeting shall be held at a time and place fixed by mutual agreement.

6.04 Grievance Committee

The Employer agrees to recognize a grievance committee comprised of the Local President, Chief Steward and one (1) Shop Steward.

6.05 Representative of Canadian Union

The Union shall have the right at any time to have the assistance of representatives of the Canadian Union of Public Employees when dealing or negotiating with the Employer. Such representative shall have access to the Employer's premises upon request, in order to investigate and assist in the settlement of a grievance.

6.06 Time off for Meetings

Any representative of the Union on the bargaining committee who is in the employ of the Employer shall have the privilege of attending committee meetings held within working hours without loss of remuneration. The privilege applies only when the committee is engaged in committee work with representatives of the Employer. In the event that a member of the bargaining committee is on the night shift, such employee shall have off

with pay the shift immediately preceding the bargaining meeting. In the event bargaining lasts beyond 5:00 p.m., such employee shall have that night off with pay.

In the event an employee is booked for evenings on a bargaining day, such employee shall have the evening off with pay.

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

An equal number of representatives of each party as mutually agreed shall meet at a time and place mutually satisfactory. A request for such meeting will be made in writing at least one (1) week prior to the date proposed and accompanied by an agenda of matters proposed to be discussed, which shall not include matters that are properly the subject of a grievance or matters that are properly the subject of negotiations for the amendment or renewal of this Agreement.

Union representatives attending such a meeting shall be paid for wages lost from regularly scheduled hours. Meetings will be held quarterly unless otherwise agreed.

ARTICLE 7 - DISCHARGE, SUSPENSION AND DISCIPLINE

7.01 Warning

Whenever the Employer or a representative of the Employer deems it necessary to censure an employee in a manner indicating that dismissal may follow any repetition of the act complained of or omission referred to, or that dismissal may follow if such employees fails to bring their work up to a required standard, the Employer shall, within five (5) working days thereafter, give written particulars of such censure to the Secretary of the Union, with a copy to the employee involved. The copy shall be presented to the employee in the presence of their Steward.

(a) The disciplinary record of an employee shall not be used against **them** at any time after twelve (12) months following a suspension or disciplinary action, including letters of reprimand, and shall be removed from the file.

Failure to grieve previous discipline, or to pursue such a grievance to arbitration, shall not be considered an admission that such discipline was justified.

- (b) An employee, upon giving twenty-four (24) hours' notice shall have the right to review their personnel file and make photocopies of any document in their file, during normal office hours, in the presence of the Executive Director or their designate, and may respond in writing to any document contained therein. Such response shall become part of the employee's file.

7.02 Discharge Procedures

An employee who has completed their probationary period may be dismissed, but only for just cause and only upon the authority of the Employer. A Department Head or Supervisor may suspend an employee but shall immediately report such action to the Employer. When an employee is discharged or suspended, they shall be given the reason in the presence of their Steward. Such employee and the Union shall be advised promptly, in writing by the Employer, of the reason for such discharge or suspension.

Discharge or suspension of a probationary employee is solely at the discretion of the Employer. Such discretion shall be exercised in a reasonable manner.

7.03 May Omit Grievance Steps

An employee considered by the Union to be wrongfully or unjustly discharged or suspended shall be entitled to a hearing under Article 8, Grievance Procedure, and Step 1 of the Grievance Procedure shall be omitted in such cases.

7.04 Unjust Suspension or Discharge

Should it be found, upon investigation, that an employee has been unjustly suspended or discharged, such employee shall be immediately reinstated in their former position, without loss of seniority, and shall be compensated for all times lost in an amount equal to their normal earnings during the period of such discharge or suspension, or by any other arrangement as to compensation which is just and equitable in the opinion of the parties or in the opinion of a Board of Arbitration **or single arbitrator**, if the matter is referred to such a Board **or arbitrator**.

ARTICLE 8 - GRIEVANCE PROCEDURE

8.01 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 their grievance in accordance with the grievance procedure.

8.02 Chief Steward

One (1) Steward will be appointed by the Union as Chief Steward.

8.03 Names of Stewards

The Union shall notify the Employer in writing of the name of each Steward and the Chief Steward, before the Employer, shall be required to recognize them.

8.04 Grievance Committee

The Grievance Committee shall be the President, the Chief Steward and Steward involved in the grievance.

8.05 Permission to Leave Work

- (a) The Employer agrees that Stewards shall not be hindered, coerced, restrained or interfered with in any way in the performance of their duties, while investigating disputes, and presenting adjustments as provided for in this Article.

The Union understands and agrees that each Steward is employed to perform work for the Employer and that they will not leave their work during working hours except to perform their duties under this Agreement. Therefore, no Steward shall leave their work without obtaining the permission of their Supervisor, whose permission shall not be unreasonably withheld. The Steward shall state their destination to their Supervisor and shall report to the Supervisor at the time of their return to work.

(b) **Right to Have a Steward Present**

An employee shall be advised of their right to have their Steward present at any discussion with supervisory personnel which the employee believes might be the basis of disciplinary action.

8.06 Definition of Grievance

A grievance is defined as a difference arising between the parties relating to the interpretation, application or administration of this Agreement, including any question as to whether a matter is arbitrable, or when an allegation is made that this Agreement has been violated or where the Employer or employee has acted unjustly or improperly.

It is generally understood that an employee has no complaint or grievance until they either directly, or through their Steward, has first given their immediate Supervisor an opportunity to adjust the complaint.

If the Supervisor or Manager has not settled the complaint within three (3) days, the following steps shall be followed:

8.07 Step No. 1

The employee may present an alleged grievance to their Supervisor in writing stating the nature of the grievance and the resolution(s) sought. The employee shall be accompanied by their Steward. Any grievance must be presented within ten (10) working days following the date on which the alleged violation occurred.

Step No. 2

Failing settlement at Step 1, the employee together with the Grievance Committee, may, in five (5) calendar days, submit the matter to the Executive Director. The Executive Director and/or their representative shall convene a meeting within five (5) days of receiving a grievance at Step 2. They shall render their decision on the matter within five (5) days following the meeting.

Step No. 3

Failing a satisfactory settlement being reached at Step No. 2, the Union may, within ten (10) days, refer the dispute to arbitration. The Employer will be notified in writing.

At each step of the grievance procedure, the grievor shall have the right to be present, and shall have a Union representative present.

8.08 All time limits stipulated in Articles 8 and 9 shall be deemed to be mandatory. If the grievance or complaint is not processed in accordance with the prescribed time limits, the complaint shall be deemed to be settled or withdrawn. Failure by the other party to render its decision within the time limits as prescribed, shall entitle the grievor to move the complaint or grievance to the next step.

8.09 Policy Grievance

Where a dispute involving a question of general application or interpretation occurs, or where a group of employees or the Union has a grievance, Step 1 of this Article may be bypassed. Similarly, it is understood that the Employer may bring forward at any meeting held with the Union committee, any complaint with respect to the conduct of any employee covered by this Agreement or any complaint with respect to the conduct of officers, committee person or stewards, and if such complaint by the Employer is not settled to the mutual satisfaction of the conferring parties, it may be treated as a grievance and referred to arbitration in the same way as a grievance of an employee.

8.10 Union May Initiate Grievances

The Union and its representatives shall have the right to originate a grievance for an employee.

8.11 Supplementary Agreements

Supplementary agreements, if any, shall form part of this Agreement and are subject to the grievance and arbitration procedure.

8.12 Failure to Act Within Time Limits

Failure of the grievor or the Union to process a grievance to the next step in the grievance procedure within the time limits specified, shall not be deemed to have prejudiced the Union on any future identical grievance.

8.13 Technical Objections

No grievance shall be defeated by any formal or technical objection related to the hearing and the Arbitration Board shall have the power to allow all necessary amendments to the grievance and the power to waive formal procedural irregularities in its hearing of a grievance, in order to determine the real matter in dispute and the giving of a decision according to equitable principles and the justice of the case.

8.14 Replies in Writing

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

ARTICLE 9 - ARBITRATION PROCEDURE

9.01 Composition of Board of Arbitration

When either party requests that a grievance be submitted to arbitration, the request shall be made by registered mail and fax addressed to the other party of the Agreement, indicating the name of its nominee on an Arbitration Board. **Upon agreement of the parties a single Arbitrator shall be used as opposed to a Board of Arbitration.** Within ten (10) days thereafter, the other party shall answer by registered mail and fax, indicating the name and address of its nominee to the Arbitration Board **or arbitrator. Should parties agree to use a Board or Arbitration,** the two (2) nominees shall then meet to select an impartial Chairperson.

9.02 Failure to Appoint

If the two (2) nominees fail to agree upon a Chairperson **or single Arbitrator** within seven (7) days of appointment, the appointment shall be made by the Minister of Labour, upon the request of either party. Said request to be made within five (5) days of the expiration of the said fifteen (15) days, by the party that originated this matter.

9.03 Board Procedure

The Board may determine its own procedure but shall give full opportunity to all parties to present evidence and make representations to it. It shall hear and determine the difference or allegation and shall attempt to render a decision within ten (10) days from the time the Chairperson/**Arbitrator** is appointed.

9.04 Decisions of the Board

The decision of the majority shall be the decision of the Board. Where there is no majority decision, the decision of the Chairperson/**Arbitrator** shall be the decision of the Board. The decision of the Board of Arbitration/**Arbitrator** shall be final and binding and enforceable on all parties, but in no event shall the Board of Arbitration/**Arbitrator** have the power to change this Agreement or to alter, modify or amend any of its provisions.

However, the Board/**Arbitrator** shall have the power to dispose of any discharge or a discipline grievance by an arrangement, which in its opinion it deems just and equitable.

9.05 Disagreement of Decision

Should the parties disagree as to the meaning of the decision, either party may apply to the Chairperson of the Board of Arbitration to reconvene the Board to clarify the decision, which it shall attempt to do within three (3) days.

9.06 Expense of the Board

Each party shall pay:

- (1) The fees and expenses of the nominee it appoints.
- (2) One-half (½) the fees and expenses of the Chairperson.

9.07 Definition of a Work Day

For the purpose of Article 8 and Article 9, Saturday, Sunday and holidays shall not be counted as working days.

9.08 Witnesses

At any stage of the grievance or arbitration procedure, the parties may have the assistance of the employee(s) concerned as witnesses and any other witnesses, and all reasonable arrangements will be made to permit the conferring parties or the nominee(s) to have access to the Employer's premises, to view any working conditions which may be relevant to the settlement of the grievance.

ARTICLE 10 - SENIORITY

10.01 Seniority Definition

- (a) Seniority is defined as the length of service in the bargaining unit dating back to the last date of hiring. Seniority shall be used in determining preference or priority for promotions, transfers, demotions, layoffs and recalls when the employee's qualifications for the job concerned are approximately equal. Seniority shall operate on a bargaining-unit-wide basis.

- (b) Part-time employees will accrue seniority based on the number of hours worked and paid for or not worked and paid for. Seniority shall be expressed in the number of hours worked and paid for or not worked and paid for by the Employer since the last date of hire. Seniority shall also accrue to an employee under the provisions of the following clauses of this Agreement: 14, 16, 17, 18.01, 18.02, 18.03, 18.04, 18.06 and 18.07. In such cases, the hours accrued shall be those hours during which the employee would normally have worked and/or received pay.

10.02

(a) 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 boards in January and July of each year and provided to the local electronically.

- (b) On a monthly basis, the Employer will provide to the Recording Secretary of the Union a listing of the names, telephone number, addresses and classification of employees in the bargaining unit.

10.03

1. Newly hired employees shall be considered on a probationary basis for a period of four hundred and fifty (450) hours worked from the date of hiring.
2. During the probationary period, employees shall be entitled to all rights and privileges of this Agreement.
3. After completion of the probationary period, seniority shall be effective from the last date of hire.
4. All benefits including payments in lieu referred to in 18.06 shall become effective upon the completion of probation unless otherwise specified in this Agreement.

10.04 Loss of Seniority

An employee shall lose their seniority and be deemed terminated if they:

- (a) voluntarily resigns, retires or is discharged for just cause; or
- (b) is absent from work more than twenty-four (24) months by reason of illness or other physical disability and there is no reasonable likelihood the employee will return to work within the near future; or

- (c) is absent from work without a reasonable excuse for more than three (3) consecutive days for which they are scheduled to work; or
- (d) is absent from work for more than thirty-six (36) months by reason of layoff; or
- (e) is absent from work for more than thirty (30) months by reason of absence while on WSIB and there is no reasonable likelihood the employee will return to work within the near future; or
- (f) fails upon being notified of a recall to a position of the same employment status held prior to the layoff (other than a temporary or casual position) to signify their intention to return within seven (7) calendar days after they have received the notice of recall mailed by registered mail to the last known address according to the records of the Employer; or
- (g) fails to report to work within fourteen (14) calendar days after they have received the notice of such further period of time as may be agreed by the parties;
- (h) employees who are on leave of absence will not engage gainful employment on such leave and if an employee does engage in gainful employment while on such leave, they will forfeit all seniority rights and privileges contained in this Agreement unless otherwise agreed by the Union and the Employer;
- (i) an employee who has been granted a leave of absence of any kind and who overstays their leave, unless they obtain permission or provides a satisfactory explanation, shall be considered to have terminated their employment without notice.

The Union and the Employer agree to abide by the *Ontario Human Rights Code*.

10.05 Transfers and Seniority Outside Bargaining Unit

No employee shall be transferred to a position outside the bargaining unit without their consent. Where an employee accepts such a transfer, no seniority shall accumulate while working in a position outside the bargaining unit. Twelve (12) months after the transfer, all seniority accumulated shall be lost.

10.06 Seniority Accumulation

Seniority shall accumulate in the following circumstances only:

- (a) when off the payroll due to layoff, sickness or accident in which case seniority will continue to accumulate for a period of time equal to three (3) months;
- (b)
 - (i) when off the payroll due to personal leave of absence, then seniority will continue to accumulate for the first three (3) months of such leave;
 - (ii) when off the payroll due to maternity and/or parental leave, seniority will continue to accumulate to a maximum of **seventy-eight (78) weeks**;
- (c) when absent on vacation or on paid holidays;
- (d) when actually at work for the Employer.

ARTICLE 11 - JOB POSTINGS

11.01

- (a) When a vacancy occurs or a new position is created within the bargaining unit, the Employer shall, within five (5) working days of the vacancy, post for five (5) days, a notice of such vacancy or position on the staff bulletin board, in the staff room, in order that employees may have the opportunity to apply for such positions. The vacancy, either permanent or temporary, will be for more than thirty (30) calendar days not including vacation periods.

In the event of a permanent vacancy being replaced by a full-time employee, a posting is required as set out above for the second and third vacancy. In the event of a temporary vacancy being replaced by a part-time employee, then no posting is required for the second vacancy created.

Notices shall contain the following information:

- i) general nature of position
- ii) required knowledge and education
- iii) shift and salary rate

- (b) The successful applicant for a temporary job posting is not eligible to apply for another temporary posting until They have completed their current temporary posting.
- (c) A temporary vacancy shall be defined as an opening on a job caused by the absence from work of the regular employee on that job, not to include vacations, or an unexpected increase of workload of less than thirty (30) calendar days. Employees will not hold more than one (1) scheduled temporary position at one time.
- (d) Temporary vacancies of less than thirty (30) calendar days may be filled at the Employer's discretion without requiring the application of the job posting provisions.

Where the vacancy extends beyond 30 calendar days, the provisions relating to job posting will be implemented by the Employer.

- (e) The Employer shall provide to the Union a copy of all job postings at the commencement of the posting procedure.

The Employer shall provide the Union with the name of the successful applicant once the job process has been completed.

- (f) After the posting date the successful applicant is informed, by the Employer, that they are the successful candidate for the position. Then the employee has twenty-four (24) hours to agree or refuse the job. If the employee does not provide their answer within the time frame it will be considered a refusal.

11.02

- (a) All cases of vacancy, promotion, transfer and shift preference shall be based on the following factors:

- i) skills, competency and **qualifications**
- ii) seniority

When, in the judgement of the Employer, the qualifications in factor (i) are relatively equal, seniority shall govern. Such judgement shall be made in a fair, impartial and consistent manner.

- (b) **No Outside Advertisement**

No outside advertisement for any vacancy shall be placed until the applications of present Union members have been fully processed, if any such applications are pending.

11.03 Trial Period

- (a) The successful applicant shall be placed on trial for a period of two (2) months. Conditional on satisfactory service, such trial promotion or transfer shall become permanent after the period of two (2) months. In the event the successful applicant proves unsatisfactory in the position during the aforementioned trial period, or if the employee finds themselves unable to perform the duties of the new job classification, they shall be returned to their former position and salary without loss of seniority. Any other employee hired, promoted or transferred because of the rearrangement of positions shall also be returned to their former position and salary without loss of seniority, if any.
- (b) If the successful applicant is from within the same classification they shall be placed on a trial period of thirty (30) days. In the event the successful applicant proves unsatisfactory in the position during the aforementioned trial period, or if the employee finds themselves unable to perform the duties of the job classification, they shall be returned to their former position and salary without loss of seniority.

The vacancy resulting from the posting may be filled on a temporary basis until the thirty (30) day trial period is completed.

11.04 Union Notification

The Union shall be notified of all commencements of employment, transfers of employment, change of status of employees and all terminations of employment.

11.05 Duty to Accommodate

The Union and Employer recognize their shared duty to accommodate and the duty of the Union, Employer and Employee to cooperate in the accommodation process and make good efforts to ensure accommodated employees are provided with work in a safe workplace.

ARTICLE 12 - HOURS OF WORK

12.01 Normal Hours of Work

The normal hours of work shall be seventy-five (75) hours bi-weekly. Normal hours per day is seven and one-half (7½) hours, exclusive of one half (½) hour unpaid daily lunch break.

12.02 Working Schedule

Schedules of working hours will be posted at least three (3) weeks in advance of the week to which they apply, whenever reasonably possible. Part-time casual employees must provide written availability at least one (1) week prior to the scheduled being posted.

Schedules of working hours for all employees shall be provided to the Union when they are posted.

12.03 The schedules of work not including call-ins shall not be changed without the knowledge of the employee. Where five (5) calendar days' notice of such change is not given to the employee, they shall receive time and one-half (1½) of their basic rate for all such work performed.

For the purpose of this Article, call-ins are deemed to include employees replacing regularly scheduled employees for absences including sick leave, workers' compensation, and leaves of absence.

This Article shall not apply when employees request such change.

12.04 Work Schedule

The Employer shall make effort to provide:

- (a) That weekends off shall be allocated on an equitable basis;
- (b) That there be the minimum of sixteen (16) hours off between change of shift. However, part-time employees who wish to work additional hours may accept additional shifts provided there be a minimum of twelve (12) hours between the end of one shift and the start of the next. Such time will be paid at straight time for hours worked up to seven and one-half (7½) hours.

Whenever practicable, the schedule will provide for not more than six (6) consecutive working days. A seventh consecutive working day and successive consecutive working days shall be paid for at the rate of time and one-half (1½), provided that the premium rate shall not apply when an employee works more than six (6) consecutive days at their own request.

12.05 Break Period

All employees working greater than four (4) hours per day shall have a one (1) fifteen (15) minute **paid** rest period. All employees working greater than four (4) and up to six (6) hours shall have a thirty (30) minute unpaid lunch break and one (1) fifteen (15) minute **paid** rest period, scheduled by the Employer.

All employees working seven and one-half (7½) hours shall receive two (2) paid fifteen (15) minute breaks during their shift, and one (1) thirty (30) minute unpaid lunch break scheduled by the Employer.

12.06 Overtime shall be voluntary and shall be distributed as equally as possible among the employees normally performing the work.

12.07 Overtime premiums shall not be paid more than once for any hour worked, and there shall be no pyramiding of premium rates.

12.08 Call-In Procedure

The Employer agrees to maintain a call-in list of part-time employees on a departmental seniority basis. Whenever a part-time employee is called in to replace an employee on sick leave, vacation, etc., the employee with the most seniority shall be called first on a rotational basis.

12.09 Shift Trades

All employees shall be permitted two (2) shift trades per schedule. These trades must be submitted forty-eight (48) hours prior, exclusive of weekends, in writing signed by both employees. These requests will not be unreasonably denied by Management.

For clarify, a switch involving a Monday 8:00 a.m. shift must be submitted prior to Thursday at 8:00 a.m. Additionally a switch involving a Saturday or Sunday shift must be submitted prior to Thursday 8:00 a.m.

12.10 During the changeover from daylight savings time to standard time, and vice versa, employees will be paid for hours actually worked, whether at straight time or overtime rates.

ARTICLE 13 - LAYOFF AND RECALLS

13.01 Definition of Layoff

- (a) Layoffs, under the provisions of this Collective Agreement shall mean the reduction of daily or biweekly regularly scheduled hours of work of any full-time or part-time employee.
- (b) So long as a full-time position exists, there will be no splitting of that position into two (2) or more part-time positions which would cause a layoff of that full-time position.
- (c) In the event of a proposed layoff of a permanent or long-term nature of thirteen (13) weeks or more, the Employer will provide the Union with at least eight (8) weeks' notice. This notice is not in addition to required notice for individual employees.
- (d) In the event of a layoff of a permanent or long-term nature, the Employer will provide affected employees with notice in accordance with the *Employment Standards Act*. However, the Employment Standards will be deemed to be amended to provide notice to the affected employees as follows:
- if their service is greater than 9 years: 9 weeks' notice
 - if their service is greater than 10 years: 10 weeks' notice
 - if their service is greater than 11 years: 11 weeks' notice
 - if their service is greater than 12 years: 12 weeks' notice
- (e) In the event of a proposed layoff of a short-term nature of thirteen (13) weeks or less, the Employer will provide the Union with at least two (2) weeks' notice. This notice is not in addition to required notice for individual employees.

In the event of a layoff of a short-term nature, the Employer will provide affected employees with notice of at least two (2) weeks.

13.02 Layoff Procedure

- (a) In the event of layoff, the Employer shall lay off employees in the reverse order of their seniority within their classification, provided that there remain on the job employees who have the ability and qualifications as required by law to perform the work.

- (b) An employee who is subject to layoff shall have the right to either:
- (i) accept the layoff; or
 - (ii) displace an employee who has lesser bargaining unit seniority and who is the least senior employee in a lower or identical paying classification in the bargaining unit if the employee originally subject to layoff is qualified, as required by law, for and can perform the duties of the lower or identical paying classification without training other than orientation. Such employee so displaced shall be laid off.

Note: An identical payment classification shall include any classification where the straight time hourly wage rate at the level of service corresponds to that of the laid off employee's straight time hourly wage rate.

In the event that there are no employee with lesser seniority in lower or identical paying classifications as defined in this Article, a laid off employee will have the right to displace an employee with lesser seniority, who is the least senior employee in a classification where the straight time hourly rate of the level of service corresponding to that of the laid off employee is within five percent (5%) of the laid off employee's straight time hourly rate provided he is qualified for and can perform the duties without training other than orientation. Such employee so displaced shall be laid off.

The decision of the employee to choose (i) or (ii) above shall be given in writing to the Executive Director within one calendar week following the notification of layoff. Employees failing to do so will be deemed to have accepted the layoff.

13.03 Recall Rights

- (a) An employee shall have opportunity of recall from a layoff to an available opening, in order of seniority, provided they have the ability and qualifications as required by law to perform the work before such opening is filled on a regular basis under a job posting procedure. The posting procedure in the Collective Agreement shall not apply until the recall process has been completed. In determining the ability and qualifications as required by law as agreed between the parties of an employee to perform the work for the purposes of the paragraph above, the Employer shall not act in an arbitrary manner or unfair manner.

- (b) An employee recalled to work in a different classification from which they were laid off shall have the privilege of returning to the position they held prior to the layoff should it become vacant within six (6) months of being recalled.
- (c) An employee who has been displaced into a different classification shall have the privilege of returning to the position they held prior to the displacement should it become vacant within six (6) months of being displaced if there is not a qualified employee on layoff to be recalled.
- (d) No new employee shall be hired until all those laid off have been given an opportunity to return to work and have failed to do so, in accordance with the loss of seniority provision, or have been found unable to perform the work available.
- (e) It is the sole responsibility of the employee who has been laid off to notify the Employer of his intention to return to work within three (3) working days (exclusive of Saturdays, Sundays and Paid Holidays), after being notified to do so by priority post, addressed to the last address on record with the Employer (which notification shall be deemed to have been received on the second date of mailing) and return to work within ten (10) working days after being notified. The notification shall state the job to which the employee is eligible to be recalled and the date and time at which the employee shall report for work. The employee is solely responsible for his proper address being on record with the Employer.
- (f) Employees on layoff or notice of layoff shall be given preference for temporary vacancies which are expected to exceed ten (10) days of work. An employee who has been recalled to such temporary vacancy shall not be required to accept such recall and may instead remain on layoff. This provision supersedes the job posting provision.
- (g) A laid off employee shall retain the rights of recall for a period of twenty-four (24) months.

Note: For purposes of layoff and recall, full-time and part-time seniority will be deemed to be merged. It is understood and agreed that if a part-time employee bumps a full-time employee as part of the above-noted procedure, the part-time employee is accepting the full-time position only.

It is understood and agreed that if a full-time employee bumps a part-time employee as part of the above-noted procedure, the full-time employee is accepting the part-time position only.

For these purposes, one (1) year full-time seniority equals 1800 hours part-time seniority.

13.04 Benefits on Layoff

In the event of a layoff, provided the employee deposits with the Home their share of insured benefits for the succeeding month (save for weekly indemnity for which laid off employee are not eligible), the Employer shall pay its share of the insured benefit premium for a period up to three (3) months from the end of the month in which the layoff occurs, or until the laid off employee is employed elsewhere, whichever comes first.

ARTICLE 14 - OVERTIME AND SHIFT WORK

14.01 Authorized work performed in excess of seven and one-half (7½) hours in a day, or seventy-five (75) hours in a biweekly pay period, shall be counted as overtime work and will be paid for at the rate of time and one-half (1½) the employee's regular rate of pay. No overtime shall be paid to an employee who works in excess of their regularly scheduled work hours as a result of a voluntary exchange of shift with another employee for personal convenience, (such voluntary exchange must be approved in advance by the Supervisor).

14.02 No Layoff to Compensate for Overtime

Employees shall not be required to layoff during regular hours to equalize any overtime worked.

14.03 Overtime for Part-Time Employees

Part-time employees working less than seven and one-half (7½) hours a day, and who are required to work longer than the regular working day, shall be paid at the rate of straight time for the hours so worked, up to and including seven and one-half (7½) hours in the working day. Regular overtime rates shall apply after seven and one-half (7½) hours in the working day or seventy-five (75) hours bi-weekly.

14.04 Minimum Call-Back Time

An employee who is called in and required to work outside their regular hours shall be paid for a minimum of three (3) hours at overtime rates, if overtime rates are applicable. Travelling time shall not be considered.

14.05 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.

ARTICLE 15 - HEALTH INSURED BENEFITS

15.01 The following insurance and health benefits plans are applicable to full-time employees only unless otherwise stated. Sick leave is defined as being that period of time an employee is permitted to be absent from work with full pay by virtue of being sick or disabled. Employees absent from work because of an accident for which compensation is not payable under the *Workplace Safety & Insurance Board*, shall be covered by these sick leave provisions.

15.02

- (a) Employees will be credited with 11.25 hours of paid sick leave for each complete month of employment (complete month of employment shall mean an employee has worked on 16 days) up to a maximum of one hundred and fifty (150) days unused paid sick leave credits. An employee may not use paid sick leave credits until they have completed the probationary period. A member of the Union Executive Board who does not work sixteen (16) days in a month because they are on Union releases to perform Union duties shall be entitled to 11.25 hours for that month.
- (b) If an employee is unable to report for work due to illness, the employee shall give the Employer, where possible, a minimum of **two (2)** hours notice, except for employees in the day shift shall be required to give **one point five (1.5)** hour's notice to the Employer.

15.03 Upon the fourth day of illness or, the fourth illness, and subsequent illnesses, paid or not paid, the Employer may require a medical certificate from an employee.

15.04 Proof of Illness Certificate

- (a) If the Employer requires a sick leave certificate and the doctor charges the employee for such certificate outside that amount covered by OHIP, the Employer will pay this extra charge.

- (b) If the Employer requires an employee to attend an independent physician, other than the employee's own physician, to provide a sick leave certificate, the Employer shall pay for any medical fees charged beyond OHIP in relation thereto.
- 15.05** When an employee is given leave without pay for any reason, or is laid off on account of lack of work and returns to work upon expiration of such leave of absence, etc., they shall not receive sick leave credit for the period of such absence, but shall retain their accumulated credit, if any, existing at the time of such leave or layoff.
- 15.06** Sick leave without pay may be granted to an employee who does not qualify for sick leave with pay or who is unable to return to work at the termination of the period for which sick leave with pay is granted.
- 15.07** A record of all unused sick leave will be kept by the Employer. Immediately after the close of each calendar year, employees may review the records of the Employer and verify that the accumulated sick leave is correct. An employee is to be advised, upon request, of the amount of sick leave to their credit.
- 15.08** **Sick Leave Credits**
- An employee whose employment is terminated and who has unused sick leave credits to their account, shall receive a lump sum payment in lieu of unused sick leave credit. The sum shall be calculated by multiplying the number of days of unused sick leave credit by seventy-five percent (75%) of the daily wage which is effective on the date of the termination of their employment.
- 15.09** An employee who will be absent on the afternoon or night shift due to personal illness must notify the Employer at least two (2) hours prior to the commencement of the shift unless impossible. An employee who will be absent on the day shift due to personal illness must notify the Employer at least one and one-half (1½) hours prior to the commencement of the shift unless impossible. Failure to give such notice may result in loss of sick leave benefits for that day of absence.
- 15.10** Upon request, the Union shall be provided with a current copy of the master policy of all insured benefits. It is agreed and understood that the Employer may, at any time substitute another insurance carrier provided the level of benefits is not decreased.

15.11 Insurance Plans

Upon completion of the probationary period, the Employer agrees to provide full-time employees the following:

- 1) Group Life Insurance – 2x annual salary
- 2) Extended Health Care – premiums 100% paid by the Employer. Provide for generic drug substitution unless otherwise prescribed by the employee's doctor. Effective March 8, 2019 a drug card will be introduced. Prescription required. No dispensing fee. Annual deductible (\$10 for individual and \$20 for family).

Reimbursement for prescribed drugs covered by the Plan will be based on the cost of the lowest cost interchangeable drug unless there is a documented adverse reaction to the drug or where the employee's doctor stipulates in writing that there are other medical reasons why the lowest cost interchangeable drug cannot be prescribed.

- 3) Dental Coverage – equivalent to Blue Cross #9, it will be based on the ODA fee schedule, 50% of premiums to be paid by the Employer. Recall for dental checkups for adults 18 years or older will be extended to every nine months, unless deemed necessary every six months due to dental condition requiring same.

- 4) **The following paramedical services will be increased to three hundred dollars (\$300) annually:**

- **Chiroprapist**
- **Naturopath**
- **Osteopath**
- **Registered Massage Therapist**
- **Chiropractic**
- **Psychologist**
- **Psychotherapist**
- **Psychoanalyst**
- **Master of Social Work**
- **Podiatrist**

- 5) **The following paramedical services will be increased to three hundred and fifty dollars (\$350) annually:**

- **Speech therapy**
- **Physiotherapy**

- 6) Vision Care – **three hundred and twenty five dollars (\$325.00)** every twenty-four (24) months inclusive of eye exam.

- 7) Out of country medical insurance is to be limited to 60 days.

15.12 Continuation of Benefits

The Employer shall continue to pay its portion of insured benefit premiums, provided employees continue to pay their portion, as follows:

- (a) during the month in which the employee's leave of absence without pay, or layoff commences;
- (b) while the employee is off due to illness up to a maximum of three (3) calendar months following the month in which the illness commenced;
- (c) while in receipt of *Workplace Safety & Insurance Board* benefits as a result of an injury sustained during employment with the Employer for up to twelve (12) months;
- (d) while on pregnancy/parental leave, for the period it is required to pay benefit premiums, in line with government legislation.

Employees on leave of absence and following the periods set out above may continue benefit coverage until such time as they lose their seniority, providing they make arrangements with the Employer to pay the Employer and employee portion of all benefit premiums to the Employer by the 15th of the month on which the premium is due.

15.13 Pension Plan

Each eligible employee covered by this Collective Agreement shall contribute from each paycheque an amount equal to four percent (4%) to the Nursing Homes and Related Industries Pension Plan. The Employer shall match such contributions, the amount being four percent (4%) of applicable wages.

Eligible employees shall mean all full-time and part-time employees in the bargaining unit who have completed 975 hours of service.

The definition of "applicable wages" for purposes of determining contributions to the Union designated Pension Plan shall be the basic straight time wages for all hours worked including straight time holiday pay and vacation pay. All other payments of any nature are hereby excluded.

The Employer and the employee contributions shall be paid by the Employer to the Plan within thirty (30) days after the last day of the month for which the contributions are payable.

The Union acknowledges and agreed that other than making its' contributions to the Plan as set out in this Article, the Employer shall not be obligated to contribute towards the costs of benefits provided by the Plan or be responsible for providing any such benefits.

The Employer agrees to provide to the Administrator of the Nursing Homes and Related Industries Pension Plan, on a timely basis, all information required pursuant to the *Pension Benefits Act 1987*, which the Administrator may reasonably require in order to properly record and process pension contributions and pension benefits.

This information may be provided by the Employer in the form normally maintained by the Employer. 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 Plan and Employer are unable to agree on the form of such access, a mutually acceptable third party, (such as a firm of accountants or auditors), shall be retained at the expense of the Plan to obtain such information from the Employer's files and the cost of such third party shall be borne by the Plan. Such information shall be provided only on enrolment of an employee or with the monthly remittances.

Any additional information requests 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.

ARTICLE 16 - HOLIDAYS

16.01 List of Holidays

The Employer shall recognize the following days as paid holidays for full-time employees:

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

(b) **Float Holiday**

The Employer recognizes the “float” holiday which may be taken at any time the employee chooses, other than the period between December 15 and January 15 of any year. Application must be made in writing to the Nursing Director or Executive Director four (4) weeks in advance of the designated date. No more than two (2) employees may be scheduled for a float holiday at one time. Under normal circumstances, an employee will receive the day off with pay. However, if an employee is required to work on their designated holiday, they will receive their holiday pay plus one and one-half (1½) times their applicable rate for all hours worked.

All new employees must be employed for a minimum of six (6) calendar months before being entitled to the float holiday.

- (c) Part-time and casual employees shall not receive any holiday pay in recognition of the fact they receive a payment in lieu.

16.02 Working on a Holiday

When a paid holiday falls on a day on which an employee is scheduled to work and they work, they shall be paid at the rate of time and one-half (1½), and allowed another day off with pay at a time agreeable to the Employer and the employee.

16.03 Holidays on Day Off

When a paid holiday falls on a day on which an employee is not scheduled to work and they are required to work, they shall be paid at the rate of double time and one-half (2½).

16.04 Holidays on Day Off

When a paid holiday falls on an employee’s scheduled day off and they do not work, the employee shall receive another day off with pay at a time agreeable to the Employer and the employee.

16.05 Christmas and New Year’s

The Employer shall provide that every full-time and part-time employee has either Christmas Day or New Year’s Day off on an alternating basis. It is understood that to accommodate such time off, the work schedule provisions set out in the Collective Agreement, including the two (2) shift trade limitation, shall be waived during the period December 15th – January 15th.

16.06 Holiday Pay

In order to qualify for holiday pay, the employee must work their full scheduled shift immediately preceding and following the holiday, unless absent on an authorized leave.

16.07 Employees requesting an alternative day off as referred to in Article 16.02 shall give the Employer not less than two (2) weeks' notice and such alternative day off shall be taken within sixty (60) days after the statutory holiday referred to in Article 16.02 and 16.03.

16.08 No employee shall be entitled to holiday pay pursuant to Article 16 and other payment for the same day.

ARTICLE 17 - VACATIONS

17.01 Length of Vacation

Employees shall receive an annual vacation with pay in accordance with credited service prior to the commencement of the vacation as follows:

a) **Full-time**

Less than one (1) year	1 day per month of service to a maximum of ten (10) days
Two (2) weeks	After one (1) year
Three (3) weeks	After three (3) years
Four (4) weeks	After eight (8) years
Five (5) weeks	After fifteen (15) years
Six (6) weeks	After twenty-two (22) years
Seven (7) weeks	After twenty-eight (28) years

b) **Part-time**

One Year = 1725 hours	
Less than one (1) year of service	4% of total earnings
One (1) year of service	4% of total earnings
Three (3) years of service	6% of total earnings
Eight (8) years of service	8% of total earnings
Fifteen (15) years of service	10% of total earnings
Twenty-two (22) years of service	12% of total earnings
Twenty-eight (28) years of service	14% of total earnings

17.02 Holidays During Vacation

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

17.03 Vacation Pay

Vacation may not be carried over from year to year and must be taken in the year they are earned. For clarity, vacations will not be paid in advance.

17.04 Vacation Pay on Termination

An employee terminating their employment at any time in their vacation year before they have taken their vacation shall be entitled to a proportionate payment of salary or wages in lieu of such vacation.

17.05 Vacation Payment on Death

In the event of an employee's death, the Employer agrees to pay the proportionate amount of vacation pay earned to the estate of the employee.

17.06 Preference in Vacations

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

17.07 Vacation Schedules

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

Vacation schedules shall not be changed unless mutually agreed to by the employee and the Employer.

When an employee has not scheduled two (2) weeks of vacation in any vacation year, those weeks may be scheduled by the Employer

17.08 Single Day Vacation

With mutual agreement, employees may be permitted to take up to six (6) days' vacation in increments of one (1) day.

ARTICLE 18 - GENERAL LEAVE & ABSENCE

18.01 Representatives of the Union shall not suffer any loss of pay when required to leave their employment temporarily in order to process grievances with the Employer. Such time may be limited by the Employer.

18.02

(a) Leaves of absence without pay and without loss of seniority shall be granted, upon written request to the Employer, not more than two (2) employees at any one time, elected or appointed to represent the Union at conventions or seminars. The total maximum time allowed per calendar year is sixty (60) working days per bargaining unit. The Employer shall be given at least fifteen (15) days' written notice, unless unable to do so by the Union specifying the name(s) of the representative(s) and the date(s) for which leave of absence is required.

(b) A leave of absence without pay and without loss of seniority shall be granted, upon written request to the Employer, to not more than one (1) employee at any one time, elected or appointed, to represent the Union to conduct monthly Union meetings. Granting of such time will be based on operational requirements. Such requests will not unreasonably be denied.

18.03 **Bereavement Leave**

1. In the event of death of an employee's spouse (including same sex or common-law spouse), child or parent, the employee shall be entitled to leave of absence without loss of pay for five (5) days.

2. In the event of death of an employee's sister, brother, mother-in-law, father-in-law, son-in-law, daughter-in-law, grandparent or grandchild, the employee shall be entitled to leave of absence without loss of pay for three (3) days.

3. In the event of death of an employee's aunt, uncle, brother-in-law, sister-in-law, niece or nephew, the employee shall be entitled to leave of absence without loss of pay for one (1) day.

4. Where the burial occurs at a locale in excess of 560km, such leave shall include reasonable travel time, the latter not to exceed two (2) days, without pay. Additional days without pay may be granted. The employee shall be paid for scheduled hours during the leave which they otherwise would have worked. The employee will be allowed to save one (1) day to attend the memorial service.

5. Where an employee's scheduled vacation is interrupted due to a bereavement, the employee shall be entitled to bereavement leave in accordance with Article 11. The portion of the employee's vacation which is deemed to be bereavement leave under the above provisions will not be counted against the employee's vacation credits.

18.04 Pregnancy and Parental Leave

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

.02 Pregnancy Leave

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

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

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

Additional leave of absence may be taken under Article .10, Parental Leave.

- (d) Notwithstanding Article .02(b) above, an employee must complete ten (10) months of continuous service prior to the expected date of birth to be paid a supplemental Employment Insurance Benefit.

An employee on pregnancy leave who is in receipt of Employment Insurance pregnancy leave benefits shall be paid a supplemental Employment Insurance Benefit.

That benefit will be the equivalent to the difference between seventy-five percent (75%) of their regular weekly earnings (which for part-time employees shall include any in lieu payment, if applicable) and the sum of their weekly rates of Employment Insurance Benefits. In any week, the total amount of SUB payments and the weekly rate of E.I. benefits will not exceed seventy-five percent (75%) of the employee's regular weekly earnings.

Vested Interest – Employees do not have a right to SUB payments except for supplementation of E.I. benefits during the unemployment period as specified in the plan.

Other Income – Payments in respect to guaranteed annual remuneration or in respect of deferred remuneration or severance pay benefits are not reduced or increased by payments received under this plan.

Such payment shall commence after the one (1) week employment insurance waiting period and shall continue while the employee is in receipt of such benefits for a maximum period of seventeen (17) weeks. The employee's regular weekly earnings shall be determined by multiplying their regular hourly rate, on their last day worked prior to the commencement of the leave times their normal weekly hours.

The regular hourly rate shall be calculated to include all of the employee's insurable earnings as defined by the Employment Insurance System. The SUB top-up by the Home would not take into account E.I. insurable earnings from sources other than this facility.

.03 An employee who does not apply for leave of absence under Article .02(a) and who is otherwise entitled to pregnancy leave, shall be entitled to and shall be granted leave of absence in accordance with Article .02(a) upon providing the Employer, before the expiry of two (2) weeks after they ceased to work, with a certificate of a legally qualified medical practitioner stating that they were not able to perform the duties of their employment because of a medical condition arising from their pregnancy, and giving the estimated day upon which, in their opinion, delivery will occur or the actual date of their delivery.

.04 During the period of leave, the Employer shall continue to pay the Employer's portion of hospital, medical, dental, group life, pension and other benefits included and prescribed by the Employment Standards Act unless the employee gives the Employer written notice that the employee does not intend to pay the employee contributions. If deductions for the employee's share of the premiums are required, the Employer shall deduct these amounts from the SUB payments.

.05 An employee who intends to resume their employment on the expiration of the leave of absence granted to them under this Article shall so advise the Employer when they request the leave of absence. If a full-time employee returns to work at the expiry of the normal pregnancy or parental leave, and the employee's former permanent position still exists, the employee will be returned to their former job, and former shift, if designated.

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

.06 When the Employer has suspended or discontinued operations during the leave of absence and has not resumed operations upon the expiry thereof, the Employer shall upon resumption of operations, reinstate the employee to their employment or to alternate work in accordance with the established seniority system or practice of the Employer in existence at the time the leave of absence began and in the absence of such a system or practice shall reinstate the employee in accordance with the provisions of Article .05.

.07 Such absence is not an illness under the interpretation of this Agreement, and credits on the accumulated sick leave plan and the weekly indemnity plan cannot be used.

.08 Credits for service for the purpose of salary increments, vacations, or any other benefit included and prescribed under the Employment Standards Act shall continue and seniority shall accumulate during the leave.

.09 Upon expiry of seventeen (17) weeks pregnancy leave, an employee may immediately commence parental leave, as provided under Article .10 of this Agreement. The employee shall give the Employer at least four (4) weeks' notice, in writing, that they intend to take parental leave.

.10 **Parental Leave**

(a) An employee who becomes a parent, and who has been employed for at least thirteen (13) weeks immediately preceding the date of the birth of the child or the date the child first came into care or custody of the employee, shall be entitled to parental leave.

(b) A "parent" includes: the natural mother or father of the child; a person with whom a child is placed for adoption and a person who is in a relationship with the parent of the child and who intends to treat the child as their own.

(c) Parental leave must begin no later than seventy-eight (78) weeks after the day the child is born or comes into the custody, care and control of the parent for the first time. For employees on pregnancy leave, parental

leave will begin immediately after pregnancy leave expires. Parental leave shall be granted for up to sixty-one (61) weeks in duration if the employee also took pregnancy leave and sixty-three (63) weeks in duration if they did not.

- (d) The employee shall give the Employer four (4) weeks written notice of the date the leave is to begin.

An employee may end their parental leave as set out in paragraph (c) above (or earlier) by giving the Employer written notice at least four (4) weeks before the last day of the leave.

- (e) Notwithstanding Article .10(a) above, an employee must complete ten (10) months of continuous service immediately preceding the date of the birth of the child or the date the child first came into care or custody of the employee to be eligible to be paid a supplemental Employment Insurance Benefit.

An employee on parental leave who is in receipt of Employment Insurance parental leave benefits shall be paid a supplemental Employment Insurance Benefit.

That benefit will be the equivalent to the difference between seventy-five percent (75%) of their regular weekly earnings (which for part-time employees shall include any in lieu payment, if applicable) and the sum of their weekly rates of Employment Insurance Benefits. In any week, the total amount of SUB payments and the weekly rate of E.I. benefits will not exceed seventy-five percent (75%) of the employee's regular weekly earnings.

Vested Interest – Employees do not have a right to SUB payments except for supplementation of E.I. benefits during the unemployment period as specified in the plan.

Other Income – Payments in respect of guaranteed annual remuneration or in respect of deferred remuneration or severance pay benefits are not reduced or increased by payments receiving under this Plan.

Such payment shall commence after the two (2) week employment insurance waiting period and shall continue while the employee is in receipt of such benefits for a maximum period of ten (10) weeks.

The employee's regular weekly earnings shall be determined by multiplying their regular hourly rate, on their last day worked prior to the commencement of the leaves times their normal weekly hours.

The regular hourly rate shall be calculated to include all of the employee's insurable earnings as defined by the Employment Insurance System.

The SUB top-up by the Home would not take into account E.I. insurable earnings from sources other than this facility.

For the purposes of parental leave under Article .10 Parental Leave, the provisions under .01, .04, .05, .06, .07, .08 and .09 shall also apply.

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

18.05 General leave of absence

The Executive Director may grant or refuse a request for a leave of absence without pay for extenuating personal reasons, provided that he receives at least one (1) month's notice in writing, unless impossible, and that such leave may be arranged without undue inconvenience to the normal operations of the Nursing Home. Applicants when applying must indicate the date of departure and specify the date of return.

If a leave of absence is granted, the employee shall be advised in writing with a copy to the Union.

To qualify for leaves of absence as stipulated above the employee must have completed six (6) months of employment with the Employer and it is expressly understood, no benefit except as hereinafter provided shall accrue to or be paid to any employee on leave of absence.

18.06 Jury or Court Witness Duty

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

The employee must notify the Employer as soon as they have notice of jury or court duty.

18.07 Education Leave

Where required by the Employer, leave of absence with pay and without loss of benefits or seniority shall be granted to allow employees time to write examinations to improve qualifications in their classifications.

18.08 Wrongful Use of Leave of Absence

In the event any leave of absence granted is not used for the purpose stated by the employee, the employee is subject to penalty. The Employer may request an employee to provide proof to indicate that leave of absence was used for the stated purpose.

18.09 Leave for Union Function

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

18.10 Self-Isolation Leave

If an employee is required to self-isolate as a result of the Employer policy or at the direction of the Employer or health unit, 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 or E.I. sick leave, vacation or lieu entitlements for any hour of work lost during such period.

ARTICLE 19 - PAYMENT OF WAGES AND ALLOWANCES

19.01 Pay Days

The Employer shall pay salaries and wages every second Thursday, by automatic deposit, in accordance with Schedule “A” attached hereto, and forming part of this Agreement.

Pay stubs will be available online once a computer and printer are made available in the workplace. In the event the computer, the printer or internet is not working, the Employer will provide pay stubs in a timely manner for employees who so request it. Such electronic pay stubs will contain no less information than the pay stubs presently given to employees.

19.02 Equal Pay for Equal Work

The principal of equal pay for equal work shall apply regardless of sex.

19.03 Definition of Employees

- (a) Full-time employees are hereby defined as those employees regularly employed for more than thirty-three (33) hours per week exclusive of a daily lunch period of one-half ($\frac{1}{2}$) hour and who have completed their probationary period.
- (b) Part-time employees are hereby defined as those employees regularly scheduled for not more than thirty-three (33) hours per week.
- (c) A casual part-time employee means an employee who is called to work on a call-in basis, but who does not work a regular schedule, or does so only for a specified period. Such employee has the option of refusing work when it is available to them, however, it is understood that a casual part-time employee cannot unreasonably or consistently refuse to work shifts. The casual employee must provide in writing to the Employer, their availability for shifts on a monthly basis for the four (4) week period covered by the posted work schedule. Such availability shall be provided at least two (2) weeks in advance of the commencement of the schedule.
- (d) **Temporary Transfers**
- An employee temporarily transferred shall be paid the rate of pay for the job from which they were transferred or the start rate for the job they have been transferred to, whichever is greater after the first day.
- At the conclusion of such temporary transfer, the employee shall be returned to their former job at the rate of pay they were receiving prior to the temporary transfer.
- (e) **Permanent Transfer**
- An employee transferred to a higher rated classification will receive their current rate or the start rate for the new position, whichever is the greater. They shall then progress through the rates of the classification as provided in Schedule “A” in accordance with their length of service in the classification.
- If the job is a lower-rated classification the employee shall receive their current rate or the top rate for the new position, whichever is the lesser, shall be positioned on the grid at their current service level, and shall progress from there in accordance with their length of service in the classification.

19.04 Wage Progressions, etc.

Employees within their position classification will progress from the “probationary rate” to the “one year rate” and so on, on the basis of 1725 hours paid by the Employer at the “probationary and start rate” to the “one year rate” and so on. Hours worked and paid for under the *Workplace Safety & Insurance Board* shall be considered hours worked for the purposes of computing eligibility to progress to the next rate.

19.05 Vacation Pay

An employee may, upon giving at least seven (7) days written notice, receive on the last office day preceding commencement of their annual vacation, any cheques which may fall due during the period of their vacation, provided the employee works their regularly scheduled hours during that portion of the pay period immediately preceding their vacation.

19.06 Part-time Employees Benefits

Part-time and casual employees will receive a payment equivalent to ten percent (10%) (increase to eleven percent (11%) effective January 7, 2019) of their wages in lieu of Sick Leave and Insurance & Health benefits, and pay for holidays. Where applicable, articles in the Collective Agreement that impact would need to be edited to reflect this change.

19.07 Shift Premium

(a) The Employer agrees to pay a shift premium of thirty cents (\$0.30) per hour to employees for each hour worked between the hours of 2:00 p.m. and 6:00 a.m.

(b) **Weekend Premium**

Employees shall be paid a weekend premium of an additional forty-five cents (45¢) for all hours worked between Friday at 23:00 p.m. and Sunday at 23:00 p.m. This premium shall be in addition to the regular shift premium. **Employees shall be paid a weekend premium of an additional fifty-five cents (55¢) for all hours worked between Friday at 23:00 p.m. and Sunday at 23:00 p.m. This premium shall be in addition to the regular shift premium.**

19.08 No Pyramiding

There shall be no duplication or pyramiding of any premiums (i.e. shift, weekend, overtime, sick, holiday, etc.) for the same hours. **For greater clarity on premium pay, employees are not eligible for afternoon or**

night premium on the weekend shifts and employees are not eligible for afternoon, night premium or weekend premium on a sick day or holiday not worked.

19.09 Training

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

ARTICLE 20 - GENERAL CONDITIONS

20.01 Proper Accommodation

Proper accommodation shall be provided for employees to have their meals and to keep and change their clothes.

20.02 Bulletin Board

The Employer will provide a bulletin board for the convenience of the Union in posting notice of Union activity. All such notices must be signed by the proper officer of the Local.

20.03 Overtime Meal Allowance

- (a) Employees required to work more than two and one-half (2½) hours overtime, consecutive with a shift, shall be provided with a meal **(equivalent to a resident meal)** by the Employer.
- (b) The Employer shall provide tea or coffee at break and meal period without charge to the employee.

20.04 Educational Allowance

The Employer shall pay the full cost of any course of instruction required by the Employer for an employee to better qualify themselves to perform their job. Payment shall be made on successful completion of the course.

20.05 Copies of Agreement

The Union and the Employer desire every employee to be familiar with the provisions of this Agreement and their rights and duties under it. For this reason, the Employer shall print sufficient copies of the Agreement within thirty (30) days of signing. Cost is to be equally shared between the parties.

It is agreed that the final copy of the Collective Agreement will be provided to the other party in a PDF format as well as in a “Word” format.

20.06 Plural Pronoun and Feminine Gender

Whenever the feminine pronoun is used in this Collective Agreement, it includes the masculine and non-binary pronoun, where the context so requires and vice-versa. Where the singular is used, it may also be deemed to mean the plural and vice-versa.

20.07 Uniforms

All employees who are required by the Employer to wear aprons at the Employer’s choice shall be supplied and maintained by the Employer. Employees may have uniforms consisting of two colours providing that such uniform is acceptable under the regulations of the Employer and providing that such uniform is a normally accepted form of uniform for a nursing home and that the colour used are coordinated. Employees required to wear uniforms shall receive a clothing allowance of \$.085 per hour worked.

20.08 Mileage Allowance

Employees shall not be required to use their own vehicles for company business.

20.09 Harassment

Harassment means engaging in a course of vexatious comment or conduct that is known or ought reasonably to be known to be unwelcome. Harassment shall include within its meaning bullying, sexual and, psychological harassment.

Everyone has the right to freedom from harassment in the workplace by any other person based on any grounds prohibited by the *Ontario Human Rights Code*, including but not limited to race, ancestry, place of origin, colour, ethnic origin, citizenship, religion, creed, sex, age, record of offence, marital status, family status, handicap or sexual orientation.

An employee who believes that they have been harassed, shall be encouraged to follow the Employer’s policy on harassment and process but may also follow the process set out in the grievance procedure. The parties may mutually agree to hold such grievance in abeyance.

20.10 Violence

The Employer and the Union agree that they have a shared goal of a workplace free of violence.

To that end, the local parties will promote health and safety in the workplace, through annual training, education and the development of appropriate resources.

20.11 Workload Review

In the event that an individual employee or a group of employees have a workload concern, the matter will be addressed as follows:

- a) At the time the workload issue occurs, the employee will discuss the issue with their supervisor, or their designate.
- b) Failing resolution, the employee may complete the Workload Review Form attached hereto as Appendix A and submit a copy to both the Union and the Employer for review at the next scheduled Labour Management meeting.

ARTICLE 21 - HEALTH AND SAFETY

21.01

- (a) The Employer and the Union agree that they mutually desire to maintain standards of safety and health in the workplace, in order to prevent injury and illness.
- (b) A joint management and employees Health and Safety Committee shall be constituted, pursuant to the terms and regulations of the *Health and Safety Act of Ontario*.

ARTICLE 22 - RETROACTIVITY

22.01

It is agreed that all retroactivity of wages shall be paid within three (3) full pay periods following the date of the arbitration award and/or negotiated settlement.

ARTICLE 23 - COMMITMENT OF PART-TIME EMPLOYEE

23.01 The part-time and casual employee will commit themselves to work additional days upon request of the Employer, specifically during the summer months and at the Christmas/New Year's period, to replace an employee who fails to report for their scheduled shift, and at least on alternative holidays, if required at any of these times. It is understood that the Employer will recognize the integrity of the part-time position and will not make unreasonable requests for additional work by part-time employees. However, it is further understood that unreasonable or consistent refusal by a part-time employee to work additional days upon request, may result in disciplinary measures, including dismissal, being instituted by the Employer. In such cases, the burden of proof shall rest upon the Employer.

ARTICLE 24 - CHANGES IN CLASSIFICATION

Where a new job classification is created, the parties shall discuss the requirements and qualifications for the new classification and negotiate a wage rate for the new classification. If they fail to reach an agreement on the wage rates, either party may refer the dispute to arbitration.

ARTICLE 25 - TERM OF AGREEMENT

25.01 This Agreement shall continue in full force and effect from **January 1, 2025 to December 31, 2026**. All changes resulting from negotiations will become effective upon the date of ratification, (or arbitration award), unless specifically set out otherwise.

The Union agrees to provide the Employer with an electronic (Microsoft Word) version of the Collective Agreement.

25.02 Changes in Agreement

Any change deemed necessary in this Agreement may be made by mutual agreement at any time during the existence of this Agreement.

25.03 Notice of Change

Either party desiring to propose changes or amendments to this Agreement shall, within ninety (90) days prior to the termination date, give notice in writing to the other party of the changes or amendments proposed. Within five (5) working days of receipt of such notice by one party, the other party is required to enter into negotiations in good faith and make every reasonable effort to consummate a revised or new Agreement.

25.04 Agreement to Continue in Force

Where such notice requests revisions only, the following conditions shall apply: the notice shall state specifically the revisions requested and bargaining negotiations shall be restricted thereto, unless the parties otherwise mutually agree.

25.05 No Strikes or Lockouts

The Union agrees there shall be no strikes and the Employer agrees that there shall be no lockouts so long as this Agreement continues to operate. The terms “strike” and “lockout” shall bear the meaning given them in the *Ontario Labour Relations Act*.

SIGNED THIS 12 DAY OF December, 2025.

HEARTWOOD – REVERA LTC INC.

Chelsea Pecore
Chelsea Pecore (2025-12-15 09:06:07 EST)

Taylor Livingstone
Taylor Livingstone (2025-12-12 12:35:52 EST)

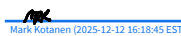


**CANADIAN UNION OF PUBLIC
EMPLOYEES AND ITS LOCAL 1496**


Kelly Lemmon President Local 1496 (2025-12-13 10:41:39 EST)

Kassidy Muir-Pelkey


Penny Lynn Boland (2025-12-16 19:25:19 EST)


Mark Kotanen (2025-12-12 16:18:45 EST)

SCHEDULE “A” – WAGE SCHEDULE (Nursing Home)

Classification	Step	January 1, 2024 (3.50%)	January 1, 2025 (3.5%)	July 19, 2025 RPN \$2.00 Special Adjustment	January 1, 2026 (3.5%)
Kitchen Laundry Housekeeping	Probation	21.53	22.28		23.06
	Start	21.91	22.68		23.47
	1 year	22.54	23.33		24.15
	2 years	23.19	24.00		24.84
Nurse Aide Activity Aide	Probation	21.76	22.52		23.31
	Start	22.17	22.95		23.75
	1 year	22.82	23.62		24.45
	2 years	23.49	24.31		25.16
Personal Support Worker	Probation	25.27	26.15		27.07
	Start	25.62	26.52		27.45
	1 year	26.29	27.21		28.16
	2 years	26.96	27.90		28.88
Restorative Care Aide	Probation	22.06	22.83		23.63
	Start	22.41	23.19		24.00
	1 year	23.07	23.88		24.72
	2 years	23.75	24.58		25.44
Cook	Probation	22.85	23.65		24.48
	Start	23.18	23.99		24.83
	1 year	23.92	24.76		25.62
	2 years	24.61	25.47		26.36
RPN	Probation	28.08	29.06	31.06	32.15
	Start	28.48	29.48	31.48	32.58
	1 year	29.07	30.09	32.09	33.21
	2 years	29.75	30.79	32.79	33.94
PSA	Probation	19.38	20.06		20.76
	Start	20.27	20.98		21.71
	1 year	20.89	21.62		22.38
	2 years	21.52	22.27		23.05

Note: New hires will be paid minimum wage (all classifications) and will be topped up to probation rate once they complete probation.

Employees who work as Nurse Aides and who hold a Health Care Aide Certificate or equivalent, as recognized by the Employer, shall receive fifteen (\$0.15) cents per hour above the applicable Nurse Aide rate.

New Hire Orientation Rate (all classifications) shall be \$10.25 per hour. Upon completion of probation, an employee’s orientation hours worked will be topped up (retro) to the probationary rate.

New Classification Dietary Aide/Cook Employees classed as a Dietary Aide may work as a Cook and vice versa receiving the applicable wage rate for each.

Restorative Care Aides to be added into the same classification as Health Care Aide.

Retroactivity

It is agreed that employees who, having less than five (5) years of seniority and now have left the employ of Heartwood - Revera Long Term Care Inc. prior to the date of ratification will NOT receive any retroactive payments.

LETTER OF UNDERSTANDING

between

HEARTWOOD – REVERA LTC INC.

and

CANADIAN UNION OF PUBLIC EMPLOYEES AND ITS LOCAL 1496

Re: RAI/MDS Review

Recognizing the mutual objective of quality care, the Employer agrees to meet through the Labour Management Committee with the Union as soon as practical after the receipt of their annual RAI/MDS results.

SIGNED THIS 1212 **DAY OF** December, **2025.**

HEARTWOOD – REVERA LTC INC.

**CANADIAN UNION OF PUBLIC
EMPLOYEES AND ITS LOCAL 1496**

Chelsea Pecore
Chelsea Pecore (2025-12-15 09:06:07 EST)

Taylor Livingstone
Taylor Livingstone (2025-12-12 12:35:52 EST)

[Signature]

[Signature]
Kelly Lemieux President Local 1496 (2025-12-13 10:41:39 EST)

Kassidy Muir-Pelkey

[Signature]
Penny Lynn Boland (2025-12-16 19:25:19 EST)

[Signature]
Mark Kotanen (2025-12-12 16:18:45 EST)

LETTER OF UNDERSTANDING

between

HEARTWOOD – REVERA LTC INC.

and

CANADIAN UNION OF PUBLIC EMPLOYEES AND ITS LOCAL 1496

Re: Innovative/Extended Shift Schedules

Schedules which are inconsistent with the Collective Agreement provisions may be developed at the Local Home level in order to improve quality of working life, support continuity of resident care, ensure adequate staffing resources, and support cost-efficiency. The parties agree that such innovative schedules (including extended shifts) may be determined by the Home and the Union subject to the following principles:

- a) Such introduction shall be established when;
 - i) seventy-five per cent (75%) of the full-time and regular part-time staff in such department so indicate by secret ballot conducted by the union and;
 - ii) the Home agrees to implement the work schedule on the unit.
- b) These schedules may pertain to full-time and/or part-time employees;
- c) The introduction of such schedules and trial periods, if any, shall be determined locally by the parties;
- d) Upon written agreement of the Home and the Union, the parties may agree to amend collective agreement provisions to accommodate any innovative unit schedules;

It is understood and agreed that innovative schedules arrangements are based on individual circumstances and each agreement is made on a without prejudice or precedent basis.

SIGNED THIS 12 **DAY OF** December, **2025.**

HEARTWOOD – REVERA LTC INC.

**CANADIAN UNION OF PUBLIC
EMPLOYEES AND ITS LOCAL 1496**

Chelsea Pecore

Chelsea Pecore (2025-12-15 09:06:07 EST)

Kelly Lennox

Kelly Lennox President Local 1496 (2025-12-13 10:41:39 EST)

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[Signature]

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Penny Lynn Boland (2025-12-16 19:25:19 EST)

Mark Kotanen

Mark Kotanen (2025-12-12 16:18:45 EST)

LETTER OF UNDERSTANDING

between

HEARTWOOD – REVERA LTC INC.

and

CANADIAN UNION OF PUBLIC EMPLOYEES AND ITS LOCAL 1496

Re: Recognition of RPN Experience

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

Part-time pre-employment service will be recognized on the basis of seventeen hundred and twenty-five (1725) hours paid in previous employment equals one (1) year of service up to the maximum of the grid.

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

The provision shall apply to all current employees, provided the employee provides the Employer proof of their recent prior experience prior to their employment at Heartwood – Revera LTC Inc. within thirty (30) days of ratification of this Agreement.

SIGNED THIS 12 **DAY OF** DECEMBER, **2025.**

HEARTWOOD – REVERA LTC INC.

**CANADIAN UNION OF PUBLIC
EMPLOYEES AND ITS LOCAL 1496**

Chelsea Pecore

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[Signature]

Penny Lynn Boland

Penny Lynn Boland (2025-12-16 19:25:19 EST)

[Signature]

Mark Kormanen (2025-12-12 16:18:45 EST)

LETTER OF UNDERSTANDING

between

HEARTWOOD – REVERA LTC INC.

and

CANADIAN UNION OF PUBLIC EMPLOYEES AND ITS LOCAL 1496

Re: Workload

The parties agree that the issue of workload will be addressed and discussed at the Labour Management Committee meeting first and if an unsafe condition exists it will be referred to the Health and Safety Committee and the Employer will take appropriate action as deemed necessary.

SIGNED THIS 12 **DAY OF** DECEMBER, **2025.**

HEARTWOOD – REVERA LTC INC.

**CANADIAN UNION OF PUBLIC
EMPLOYEES AND ITS LOCAL 1496**

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[Signature]

Penny Lynn Boland
Penny Lynn Boland (2025-12-16 19:25:19 EST)

Mark Kotanen
Mark Kotanen (2025-12-12 16:18:45 EST)

Appendix “A” – Workload Review Form

WORKLOAD REVIEW FORM: CUPE represented staff members are to complete all sections and forward copies to the Executive Director and the Union or their designates.
Name (print) & Classification:
Signature:
Occurrence Date: Time:
Workplace: Unit:
Number of Staff on Duty:
Brief Description of Workload Concern:
Recommendation to Resolve:
Name/Title of CUPE Representative Notified:
Date/Time of Notification:
A summary of workload concerns may be tabled as an agenda item at the next scheduled Labour Management meeting.
Name/Title of Employer Representative Notified:
Response: