

COLLECTIVE AGREEMENT

BETWEEN

CANADIAN UNION OF PUBLIC EMPLOYEES

AND IT'S LOCAL 4374

AND

THE WALFORD

(Operating as 1138036 ONTARIO LTD)

July 1, 2024 to June 30, 2026

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ARTICLE 1 - PURPOSE OF AGREEMENT

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

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

ARTICLE 2 - MANAGEMENT RIGHTS

2.01 The Union recognizes that the management function of the Employer and the direction of working forces are fixed exclusively in the Employer and shall remain solely with the Employer except as specifically limited by the express provisions of this Agreement, and without restricting the generality of the foregoing, the Union acknowledges that it is the exclusive function of the Employer to:

- a) Maintain order, discipline and efficiency, and to make, alter and enforce reasonable rules and regulations to be observed by Employees;
- b) To hire, classify, direct, promote, demote, transfer, discipline, suspend and discharge Employees; and to increase and decrease working forces, provided that a claim of discriminatory classifications, promotion, demotion, discipline or suspension, or a claim by any Employee who has completed their probationary period that they have been discharged without just cause, may become the subject of a grievance and be dealt with as hereinafter provided;
- c) Generally to manage the Residence and, without restricting the generality of the foregoing, to determine the services to be rendered, the methods, the work procedures, the kind and locations of machines, tools, instruments, and equipment to be used, to select, control and direct the use of all materials required in the operation of the Residence, to schedule the work and services to be provided and performed, and to make, alter and enforce regulations governing the use of materials, equipment and services as may be deemed necessary in the interest of the safety and well-being of the Residents, employees and the public.

ARTICLE 3 - RECOGNITION

3.01 The Employer hereby recognizes the Canadian Union of Public Employees as the sole and exclusive Bargaining agent for all employees of The Walford, save and except, Administrator, Administrative Assistant, Director of Resident Care and Director of Dietary Services.

3.02 NO OTHER AGREEMENT

No employee in the bargaining unit shall be required or permitted to make a written or verbal agreement with the Employer or its representatives which may conflict with the terms of the Collective Agreement.

3.03 UNION REPRESENTATION

No employee or group of employees shall undertake to represent the Union at a meeting with the Employer without the proper written authorization of the Union. In order that this may be carried out, the Union will supply the Employer with the names of its officers and stewards in writing. The Employer will also supply the Union with a list of managerial personnel with whom the Union may be required to transact business. The parties agree to provide this notification in writing annually or soon if a change has occurred.

3.04 DEFINITION

- a) **A FULL TIME EMPLOYEE** is an employee who is regularly scheduled for more than twenty-four (24) hours per week.
- b) **A PART TIME EMPLOYEE** is an employee who is regularly scheduled for twenty-four (24) hours or less per week.
- c) **A PROBATIONARY EMPLOYEE** is defined as an employee who has not completed their probationary period as defined in Article 12.02 and has not gained seniority.
- d) **TEMPORARY EMPLOYEES:** An Employee may be hired for a specific term not to exceed six (6) months, to replace an employee who will be on approved leave of absence, absence due to Workplace Safety and Insurance Benefits disability, sick leave, long-term disability, vacation, or to perform a special nonrecurring task. In cases of pregnancy and parental leaves, such period of employment may be for twelve (12) months but in other cases the six months remains. This term may be extended a further six (6) months upon mutual agreement of the Union, the Employee and the Employer. The period of employment of such persons will not exceed the absentee's leave. The temporary employee shall be entitled to all rights and benefits (excluding articles 12, 13, 17, 20, 21 and 23) under the Collective Agreement except that the release or discharge of such Employee shall not be the subject of a grievance or arbitration process. The temporary-Employee shall not accumulate seniority however it is understood that this clause would

not preclude such employees from using the job posting provision under the Collective Agreement and any successful applicant who has completed his probation period will be credited with the appropriate seniority.

The Employer will outline to employees selected to fill such temporary vacancies and the Union the circumstances giving rise to the vacancy, and the special conditions relating to such employment. The Employer will notify the Union in writing within five days of filling the temporary vacancy.

3.05 This Collective Agreement is fully applicable to all employees unless otherwise specified.

3.06 WORK OF THE BARGAINING UNIT

The Employer shall not assign work of the bargaining unit to persons whose jobs paid or unpaid are not in the bargaining unit except for the purposes of instruction, experimentation, emergency situations, when regular employees are not reasonably available; and provided that the performing of the work in itself does not reduce the regular hours of work or pay of full-time or part-time employees.

3.07 NO CONTRACTING OUT

The Employer shall not contract out work of the bargaining unit if as a direct result of such contracting out a layoff or a reduction of the regularly scheduled hours of work occurs for permanent employees in the bargaining unit.

3.08 RIGHT TO REPRESENTATIVE OF CANADIAN UNION OF PUBLIC EMPLOYEES

The union shall have the right to have the assistance of a Representative of the Canadian Union of Public Employees for the purposes of negotiations, grievances and any other matters pertaining to bargaining rights of the employees under this Collective Agreement or under the law of Ontario.

ARTICLE 4 - STRIKES AND LOCKOUTS

4.01 The Employer will not cause or direct any lockout of its Employees and the Union will not cause or direct any strikes, nor will Employees participate in any collective action which will interfere with the operation of the Residence during the term of this Agreement.

4.02 The definition of the terms "lockout" and "strike" as used in Article 4.01 above, shall be in accordance with the *Labour Relations Act*.

ARTICLE 5 - NO DISCRIMINATION

5.01

- a) The Employer and the Union agree that there shall be no discrimination or harassment, as defined by and within the meaning of the Ontario Human Rights Code, exercised or practiced by either of them or by any employee with respect to race, ancestry, place of origin, colour, ethnic origin, citizenship, creed, sex, sexual orientation, gender identity, gender expression, age, record of offences, marital status, family status or disability. The defenses and limitations to prohibited grounds of discrimination under the Ontario Human Rights Code shall apply.

Cases of alleged harassment shall be eligible to be the subject of a grievance.

b) UNION ACTIVITY

There shall be no union activity on the premises of The Walford without permission of the Administrator or designate. Such permission shall not be unreasonably denied.

c) LABOUR LEGISLATION

Any claim by an employee or the Union pertaining to a violation of applicable Labour Legislation may be the subject of a grievance which shall be processed in accordance with the Grievance/Arbitration procedure.

ARTICLE 6 - DEDUCTION OF UNION DUES

6.01 All Employees covered by this Agreement will be required to pay any dues or initiation fees levied in accordance with the Union Constitution and By-laws.

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

6.03 DEDUCTION OF UNION DUES

- a) The Employer will deduct union dues, initiation fees, and assessments as set by the Union from each pay of all employees covered by this Collective Agreement. Such deductions will be forwarded to the National Secretary-Treasurer of the Canadian Union of Public Employees no later than the 10th day of the month following the one in which they were deducted.
- b) Along with the deductions, the Employer will provide:
- i. A completed Union dues remittance form, supplied by the Union, and

- ii. An electronic spreadsheet indicating the pay period covered by the deduction and the following information for all employees from whose wages the deductions have been made: name, employment status (such as full-time, part-time, temporary, casual), classification / job title, regular earnings, hours worked, and dues deducted.

The Employer will also send a copy of the Union dues remittance form and spreadsheet to the Local Union Secretary-Treasurer.

c) **T-4 Slip**

The Employer will report the yearly amount of union dues paid by each employee on the employee's T-4 slip or any other legal reporting requirement which replaces the requirement to report dues remitted on a T-4 slip in the future.

6.04 DUES REMITTANCE

Dues deduction shall be made monthly and such deductions shall be mailed to the Secretary Treasurer of the National Union not later than the 15th of the following month, together with an itemized list of employees, (including their classification and hourly rate and the number of hours worked for the period) for whom the deductions are made and the amount checked off for each. The Employer will forward a copy of the Dues Remittance to the Local Secretary treasurer or their designate by no later than the 15th of each month.

6.05 DUES RECEIPT

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

6.06 POTENTIAL EMPLOYEES

The Employer agrees to acquaint new employees with the fact that a Union Agreement is in effect, and with the conditions of employment set out in the articles dealing with Union Security and Dues Check-Off.

6.07 COPIES OF AGREEMENT

The Union and the Employer desire every employee to be familiar with the provisions of this Agreement and their rights and obligations under it. For this reason the Union shall provide each employee with one copy of the Collective Agreement within thirty (30) days of signing this agreement and within thirty (30) days of signing any further revised agreement.

6.08 Indemnity

In consideration of the deducting and forwarding of Union Dues by the Employer, the Union agree to indemnify and save harmless the Employer against any claims or liabilities arising there from.

6.09 New Employees

On commencing employment in a position within the Bargaining Unit, the employee's immediate supervisor or other representative of the Employer will introduce the new employee to their Union Steward or Representative, as designated by the Union.

The representative designated by the Union will be given an opportunity to meet privately with each new employee during the first month of employment to acquaint them with the structure, benefits, and duties of Union membership. A maximum of fifteen (15) minutes will be allowed for this purpose within regular working hours and without loss of pay for either employee.

6.10 Notification of New Hires

The Recording Secretary and the President of the Union shall be notified in writing of the full name, position, and employment status (e.g. full-time, part-time, temporary, seasonal, casual), start date and work location of all employees hired into the Bargaining Unit prior to their first day of employment.

6.11 Regular Staff Meetings

During any staff meeting, the Union will be provided an opportunity to make Union announcements.

ARTICLE 7 - CORRESPONDENCE

7.01 All correspondence between the parties arising out of this Agreement or incidental thereto, shall pass to and from the Administrator and the secretary of the local union, with copies to the local Union President.

7.02 The Employer acknowledges the right of the Union to appoint or otherwise select Stewards and Committee Members. The Union shall advise the Employer in writing of the Personnel serving on these Committees and as Stewards, and the Employer shall only deal with those thus named.

7.03 BULLETIN BOARD

A bulletin board shall be available to the Union for the posting of union notices. The bulletin-board shall be in a location readily accessible to all employees. The bulletin board will be used solely for postings by the Union. The Employer will provide a locker or storage area for the exclusive use of the Union to store materials. (e.g., Collective Agreement, greeting material for new members, Union cards etc.)

ARTICLE 8 - GRIEVANCE COMMITTEE AND STEWARDS

8.01 The Employer agrees that the Union can appoint or otherwise select three (3) stewards, one of which shall be the Chief Steward. The Employer shall not be required to meet with more than one steward at any one time.

8.02 COOPERATION OF THE EMPLOYER

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

8.03 COOPERATION OF THE UNION

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

8.04 PERMISSION TO LEAVE WORK

The Union recognizes that each Steward is employed by 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 the permission of their supervisor, whose decision shall be given within an hour.

Such approval shall not be unreasonably denied. The stewards will not suffer any loss of wages, seniority or benefits during such approved meeting(s) with the Employer or for short preparation time with the Employee concerned.

ARTICLE 9 - GRIEVANCE PROCEDURE

DEFINITION OF GRIEVANCE

A grievance shall be defined as any difference arising out of the interpretation, application, administration or alleged violation of this Agreement.

9.01 Step #1

An employee shall have the right, accompanied by a Steward to have a written grievance filed on their behalf within ten (10) calendar days following the occurrence or when it ought to have reasonably come to the attention of the employee. The Supervisor or designate shall reply to the grievance in writing within ten (10) calendar days following the receipt of the written grievance.

9.02 Step #2

Failing settlement at step #1, the Union representative may, within twenty-one (21) calendar days of the supervisor's reply, request a meeting between the parties. The Administrator shall reply in writing within fourteen (14) calendar days of the meeting set out herein.

Failing settlement at Step #2, the grievance may be submitted to arbitration as hereinafter provided if the request is made in writing to the other party within twenty-one (21) calendar days after the decision has been given at Step #2.

9.03 Complaint Stage

An employee shall have the right, accompanied by a Steward to discuss a concern with their immediate supervisor with the intent of resolve prior to filing a grievance. The Supervisor shall have ten (10) calendar days to respond in writing to the employee with a copy to the Union. Failing settlement, the complaint maybe submitted to Step 1 of the grievance process.

9.04 GROUP OR 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 the Grievance Procedure may be by-passed.

9.05 TIME LIMITS

Time limits for the grievance and or arbitration procedure may at any time be extended by written agreement between the Employer and the Union.

ARTICLE 10 - ARBITRATION

10.01 Failing settlement of the grievance in Step 2 of the Grievance procedure, the Union shall notify the Employer in writing of its intention to proceed to Arbitration within twenty-one (21) calendar days of the receipt of the Employer's written reply at Step 2 and at the same time name its nominee.

Within a further twenty-one (21) calendar days the Employer shall advise the Union of the name of its nominee in writing.

Should the two nominees be unable to select a chairperson to the Board of Arbitration within fourteen (14) calendar days then either party may request the Minister of Labour of the Province of Ontario to nominate a person to act as Chairperson at any time thereafter.

- 10.02** No person may be appointed as a nominee who has been involved in an attempt to negotiate or settle the grievance.
- 10.03** Each of the parties hereto shall bear the expenses of their representative appointed on its behalf and the parties hereto shall jointly bear the expense of the chairperson of the Board of Arbitration.
- 10.04** The decision of the majority of the Arbitration Board shall be the decision of the Board and shall be final and binding upon the Employer, the Union and the employee or employees affected; provided, however, that in no event shall the Board of Arbitration have the power to change this Agreement or to alter, modify or amend any of its provisions nor to make any decision in conflict with the provisions of this Agreement. In the event there is no majority decision, the decision of the chairperson shall govern.
- 10.05** Notwithstanding the arbitration procedure outlined above, a grievance after the second step in the grievance procedure may be referred to the *Ontario Labour Relations Act* for appointment of a sole arbitrator.

ARTICLE 11 - SUSPENSION OR DISCHARGE

- 11.01** Every employee shall be notified of the name of their immediate supervisor.
- 11.02** A claim by an employee who has completed their probationary period that they have been discharged or suspended without just cause shall be treated as a grievance if a written statement of such grievance is lodged with the Administrator at Step #2 of the grievance procedure within seven (7) calendar days after the employee is made aware of the suspension or discharge. It is understood that a lesser standard of just cause may apply to probationary employees than to seniority employees in matters of discipline and or dismissal.

11.03 RIGHT TO UNION REPRESENTATION

When an Employee is being disciplined by the Employer (i.e. Verbal warning, written warning, suspension or dismissal), such Employee shall be advised of their right to have the Union present at such disciplinary meeting. The Employer will disclose the purpose of the meeting at the same time that the employee is advised of the right to have the Union present.

11.04 CLEARING OF RECORD

Any letter of reprimand or suspension will be removed from the employee's file twelve (12) months from the date of such letter, provided that there has been no other related infractions. The Employer will provide written confirmation of the removal.

11.05 ACCESS TO PERSONNEL FILE

An employee shall have the right to have access to their personnel file. The employee shall provide a written request and the Employer shall ensure access within 48 hours or a mutually agreed to time. An employee shall have the right to a copy of any document contained in their personnel file.

ARTICLE 12 - SENIORITY

12.01 DEFINITION OF SENIORITY

Seniority is defined as the length of service with the Employer from the last date of hire and shall operate on a bargaining unit wide basis.

For all part-time employees hired on or after April 1, 2008, seniority and service will be calculated at eighteen hundred (1800) hours paid equals one year.

All part-time employees hired before April 1, 2008 will continue to accrue seniority and service based on their date of hire.

12.02 PROBATIONARY PERIOD

A newly hired employee shall be on probation for 450 working hours, from the last date of hire. The probationary period may be extended by written mutual agreement between the Employer and the Union.

12.03 THE PURPOSE OF PROBATIONARY PERIOD

The purpose of the probationary period is to provide an opportunity for the Employer to determine whether the employee has the ability and qualities to become a reliable, competent employee and for the employee to determine whether the position is to their liking.

12.04 SENIORITY TERMINATED

An employee's seniority and all benefits and seniority rights shall cease and the employee shall be deemed to be terminated if an employee:

- a) Voluntarily quits;
- b) Is discharged and such discharge is not reversed through the grievance and/or arbitration procedure;
- c) Fails to return to work within seven (7) calendar days following notice of recall from layoff after being notified by registered mail to do so;
- d) Is absent for more than three (3) working days without notifying the Employer unless such notification was not reasonably possible;
- e) Is laid off for a continuous period of more than twenty-four (24) month.
- f) Utilizes leave of absence for other than the purpose it was granted.

12.05 SENIORITY LISTS

A seniority list will be prepared by the employer showing the employee's name, status, classification and date-of-hire. An up-to-date seniority list shall be sent to the union and posted on the bulletin board by January, May and October of each year.

If two or more employees commence work on the same day, their position on the seniority list shall be in order of the first shift worked, i.e. Days, evenings or nights.

12.06 EFFECT OF ABSENCE

It is understood that during an approved unpaid absence not exceeding thirty (30) continuous days or any approved absence paid by the Employer, both seniority and service will accrue.

During an unpaid absence exceeding thirty (30) continuous calendar days, credit for purposes of salary increment, vacation, sick leave or any other benefits under any provision of the Collective Agreement or elsewhere, shall be suspended for the period of the absence in excess of thirty (30) continuous calendar days, the benefits concerned appropriately reduced on a pro rata basis and the employees anniversary date adjusted accordingly. In addition, the employee will become responsible for full payment of any subsidized employee benefits in which they are participating for the period of the absence except that the Employer will continue to pay its share of the premiums for the period required by law for employees in receipt of WSIB benefits.

Notwithstanding this provision, service shall accrue for the period required by law if an employee's absence is due to a disability resulting in WSIB benefits.

It is further understood that during such an unpaid absence, credit for seniority for purposes of promotion, demotion, transfer or layoff shall be suspended and not accrue during the period of the absence. Notwithstanding this provision, seniority shall accrue if an employee's absence is due to a disability or illness.

ARTICLE 13 - LAYOFF AND RECALL

13.01 DEFINITION OF LAYOFF

A layoff shall be defined as a reduction in the workforce or a reduction in the regular hours of work of a fulltime or part-time employee.

13.02 NOTICE OF LAYOFF

In the event of a proposed layoff of a permanent or long term nature or the proposed elimination of a position within the bargaining unit, the employer shall:

1. Provide the union with no less than eight (8) weeks written notice of the proposed layoff or elimination of the position;
2. Provide to affected employee(s) if any, no less than eight (8) weeks written notice or pay in lieu thereof

13.03 LAYOFF

In the event of layoff, the employer shall lay off employees in the reverse order of their seniority within their classification.

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

- i. Accept the layoff; or
- ii. Retire, (if eligible); or
- iii. Displace another employee with lesser bargaining unit seniority provided the employee displacing has the ability to meet the normal requirements of the job and is qualified without training other than orientation to perform the work. Such procedure shall continue until the least senior employee in the bargaining unit is laid off

An employee who chooses to exercise their seniority rights shall advise the Employer of their specific intention within forty-eight (48) hours of receiving the notice of layoff, unless extended upon mutual agreement of the Parties.

At the time of layoff, an up to date seniority list will be provided to the Union.

13.04 RECALL

No new employee shall be hired until those laid off have been given an opportunity of recall on the basis of seniority provided they are able to meet the normal requirements of the job (without training other than orientation).

The employer shall notify the employee of recall opportunity by registered mail, addressed to the last address on record with the employer (which notification shall be deemed to be received on the third (3rd) calendar day following the date of mailing). The notification shall state the job to which the employee is eligible to be recalled and the date and time at which the employee shall report for work. The employee is solely responsible for their proper address being on record with the employer.

13.05 No full time employee within the bargaining unit shall be laid off by reason of their duties being assigned to two (2) or more part time employee.

13.06 CONTINUATION OF BENEFITS WHILE ON LAYOFF

In the event of a layoff of an employee, the Employers shall pay its share of insured benefits premiums for the duration of the notice period provided for in Article 13.02.

ARTICLE 14 - JOB POSTINGS AND VACANCIES

14.01 POSTING OF VACANCIES AND POSITIONS

When a vacancy occurs or a new position is created in the bargaining unit, such shall be posted for a period of seven (7) calendar days during which time employees will have the opportunity to apply. The most senior applicant able to meet the normal requirements of the position will be awarded the posting.

14.02 TEMPORARY VACANCIES

A temporary vacancy which is expected to last two (2) months or longer will be posted and filled in accordance with Article 14.01. The Employer will outline to the Employee selected to fill the temporary vacancy, the anticipated conditions and duration of such vacancy. Upon the return of the Employee from their absence, the Employee occupying the temporary vacancy shall have the right to return to their former position; if their former position no longer exists then they shall have the right to exercise their seniority.

Temporary vacancies of less than two months shall be filled at the discretion of the Employer. Such decision shall not be done in an arbitrary or discriminatory fashion.

In temporary vacancies, the successful applicant must complete the temporary vacancy prior to bidding on any other temporary postings. It is understood that they maintain the right to bid on any permanent positions.

There shall be no more than one (1) subsequent posting as a result of the initial temporary posting.

14.03 INFORMATION ON JOB POSTINGS

When a vacancy occurs in accordance with the collective agreement, the Employer will include on the posting an indication to whether the vacancy is full-time, part-time, or temporary and the classification which is vacant.

14.04 NOTIFICATION AND TRIAL PERIOD

The successful applicant to a permanent posting will be given a trial period of one month during which time they shall receive the necessary orientation for the position. Such position shall become permanent after the trial period unless the Employer feels that the employee is not suitable for the position and it is required that they return to their former position. If the employee involved feels that they are not suitable for the position, they may exercise the right to return to their former position within the one month trial period.

14.05 SUCCESSFUL APPLICANT

The Employer will post the name of the successful applicant within fourteen (14) calendar days of the position being filled.

The successful applicant to a posted vacancy will commence within a reasonable period of time, based on the operational requirements of the Employer.

14.06 TRANSFER TO NON-BARGAINING UNIT POSITION

No employee shall be transferred to a non-bargaining unit position without their consent. If an employee permanently transfers to a non bargaining unit position, they shall retain their seniority accumulated to the time of leaving and retains the right to return to the bargaining unit for a period of one (1) month. After the period of one month the employee forfeits the right to return to the bargaining unit.

14.07 UNION NOTIFICATION

The Employer agrees to keep the Union advised of specific changes in status with regard to new employees; employees who are to be laid off or recalled, or employees who have been discharged. Such notice will be in writing within ten working days following the lay-off, recall, or discharge. If such written notice is not provided due to an administrative oversight, then any such lay-off, recall, or discharge is not to be null and void.

ARTICLE 15 - HOURS OF WORK

15.01

- a) The following is intended to define the normal hours of work for full-time employees but shall not be interpreted as a guarantee of hours of work per day or per week or days of work per week.

The normal hours of work for full-time employees shall be seven and one half (7.5) hours or eight (8) hours per day plus an unpaid thirty (30) minute meal period and seventy-five (75) hours or eighty (80) hours in a two-week period.

It is understood that these employees have the right to leave the premises during such unpaid meal period, after first advising the Employer of such intention.

It is understood that the above normal hours of work does not restrict schedules of less than the normal hours of work.

- b) It is understood that the employees in the Health Office will continue to have their thirty minute paid meal break. It is further understood that these employees will not be allowed to leave the premises and must provide for the exigencies of individual resident care requirements.

It is also understood that should employees require accommodation to meet their physical need for nicotine they will be entitled to take a short cigarette break during their paid breaks provided that resident care is not being affected.

15.02

- a) No employee shall work more than six (6) consecutive days with two consecutive days off, except by mutual agreement between the Employee and the Employer and written notice to the Union. This requirement may be waived between December 1st and January 15th of each year in order to allow for more time off at Christmas or New Year's.
- b) The Xmas scheduling is subject to operations requirements. For employees who are required to work on Xmas and New Year's, such employees will alternate Xmas and New Year's annually. Once the Xmas scheduling is completed and the scheduling obligations are met, the Employer will then consider vacation requests.

15.03 WORK SCHEDULE

Work schedules will be posted two (2) weeks in advance and for a period of at least six (6) weeks. All employees will be scheduled for at least every third (3rd) weekend off. The employer will endeavor to arrange schedules so as to provide for every second (2nd) weekend off. By mutual agreement between the Employer and the employee, an employee may be scheduled to work additional weekends. There shall be no split shifts.

The Employer will provide the employee with a minimum of thirty-six (36) hours' notice if the Employer is changing a scheduled shift after the schedule is posted. If the Employer does not provide the thirty-six (36) hours' notice [from the time of informing the employee] then the employee will be paid time and one-half for the shift. The first shift of the day is the Day shift.

When completing the work schedule for posting, the Employer will pre-schedule full-time employees for their normal full-time hours prior to pre-scheduling part-time employees providing that there is enough work.

The Employer will create a master schedule by no later than November 10, 2018, and it shall be maintained. The Employer shall provide a copy of the Master schedule to the Union. The Master schedule may be changed by the Employer with sixty (60) days notice or amended during the prime vacation periods (March Break, July to Labour day and the Christmas – New Year).

The Master schedule shall reflect four (4) shifts bi-weekly for part time employees. Further, the Master schedule shall ensure that no full time employee who is on a weekend off will be scheduled for the night shift on the Friday.

15.04 REST PERIODS

There shall be two (2) fifteen (15) minute breaks with pay for all employees during each shift of seven or more hours at times designated by the Employer.

15.05 REST PERIODS FOR SHORT SHIFTS

Short shifts of four (4) hours but less than seven (7) hours shall receive one (1) fifteen minute break with pay during the middle portion of such shift at a time designated by the Employer.

15.06 SHIFT EXCHANGE

Employees are expected to work the shifts they are scheduled. However, the Employer may approve exchange of shifts between Employees from time to time. If such exchange of shifts is approved it shall be in writing (dated and signed by the respective employees and supervisor) prior to the exchange, it shall not involve additional cost to the Employer, and the employees exchanging shifts must be immediately qualified and able to perform the work. The Employer will not unreasonably deny such shift exchange.

15.07 DISTRIBUTION OF SHIFTS

On the posted work schedule, shifts shall be distributed equally amongst part-time employees within each classification up to twenty-four (24) hours per week. A part time employee can mutually agree to be scheduled up to forty (40) hours per week, such consent will be done in writing and it is understood that such hours will not reduce full time hours. The Employer will distribute additional shifts as equitably as possible amongst part-time employees within each classification beginning with the order of seniority, on a rotating basis.

It is understood that part-time employee's status shall not change to full-time by virtue of working more than three (3) shifts per week under this Article. Such does not eliminate the union's right to grieve or arbitrate an allegation that full-time positions ought to be created.

15.08 Full time employees shall be permitted up to two (2) shift giveaways in each calendar year. A shift giveaway is defined as a shift in which an employee may "give" to a part-time employee, who is willing to accept the shift. The shifts shall not be within the same calendar week. The employee taking the shift must be qualified and all of the conditions that apply under article 15.06 shall be applied to shift giveaways.

ARTICLE 16 - OVERTIME AND PREMIUMS

16.01 OVERTIME

Overtime at time and one half (1.5) the regular rate will be paid for all hours worked beyond eight (8) hours in a day or eighty (80) hours bi-weekly. Overtime premiums will not be duplicated nor pyramided nor shall other premiums be duplicated nor pyramided nor shall the same hours worked be counted as part of the normal work week and also as hours for which the overtime premium is paid.

When assigning overtime the Employer will consider immediate availability, and work schedule. Subject to those considerations overtime will be assigned relying on seniority on a rotational basis within the classification.

Notwithstanding the above, any pay for report time or narcotic count is at straight-time.

16.02 CALL BACK

A full time employee who has been called back to work by the employer outside their regular working hours shall be paid for a minimum of three (3) hours at overtime rates.

16.03 SEVENTH OR MORE CONSECUTIVE SHIFT

Subject to the mutual agreement language in 15.02, all work performed on the seventh or more consecutive shifts shall be paid at time and one half (1.5) the employee's regular rate of pay.

16.04 TWELVE HOURS BETWEEN SHIFTS

Failure to schedule at least twelve (12) hours between shifts shall result in payment of overtime at time and one half (1.5) the employee's regular rate of pay for all hours worked within such twelve (12) hour period, unless mutually agreed between the employee, the Employer and written notice to the Union.

16.05 REPORTING PAY

If an employee who is scheduled to work a four (4) or more hour shift reports for work and is notified that no work is available, they shall be paid a minimum of three (3) hours pay at their regular rate of pay.

16.06 SHIFT PREMIUM

Effective January 1, 2024, the Employer agrees to pay a shift premium of 60 cents (\$0.60) per hour to employees for each hour worked between the hours of 3:00 p.m. and 7:00 a.m.

Effective September 18, 2025, the Employer agrees to pay a shift premium of sixty-five cents (\$0.65) per hour to employees for each hour worked between the hours of 3:00 p.m. hours and 7:00 a.m.

16.07 WEEKEND PREMIUM

Effective January 1, 2024, Employees shall be paid a weekend premium of an additional fifty cents (\$0.50) per hour for all hours worked between Friday at 23:00 hours and Sunday at 23:00 hours. This premium shall be in addition to the regular shift premium.

Effective September 18, 2025, Employees shall be paid a weekend premium of an additional sixty cents (\$0.60) per hour for all hours worked between Friday at 23:00 hours and Sunday at 23:00 hours. This premium shall be in addition to the regular shift premium.

ARTICLE 17 - VACATIONS

17.01 Employees will be granted vacation on the following basis:

YEARS	PAY	TIME OFF*
Less than 1 year	4%	As per the <i>Employment Standards Act</i>
1-4 years	4%	10 working days off with pay
5-9 years	6%	15 working days off with pay
10-14 years	8%	20 working days off with pay
15-19 years	10%	25 working days off with pay
20-25 years	12%	30 working days off with pay
25 years and more	14%	35 working days off with pay

*Part-time employees will be granted vacation time off in blocks of one week increments.

The Employer will calculate each employee's vacation pay entitlement as of the cut-off date of December 31st of each year. Vacation pay will be calculated based on gross earnings and divided by the number of vacation day entitlement.

Gross earnings will be based on the previous years' taxable earnings excluding taxable benefits.

The service requirements for vacation as referred to in Article 12, is for the purpose of determining the vacation "years", while the corresponding "pay" and "time off" is within the appropriate calendar year.

17.02 A vacation list request shall be posted bi-annually, in the months of January and June. The vacation year shall be divided in two periods, (March to August and September to February). For the first period of March, Employees shall have from January 1st to 31st to make their vacation request. The Employer shall provide notice of approved vacation schedule by February 15th of each year. For the second period of September, Employees shall have from June 1st to 30th to make their vacation request. The Employer shall provide notice of approved vacation schedule by July 15th of each year.

The Employer shall decide if a replacement is needed during an employee's vacation, and if so, the Employer shall get the replacement.

The choice of vacation time shall be in accordance with seniority within each classification. During the months of July and August and the March school break, employees shall be entitled to receive a maximum of fifteen (15) consecutive working days vacation from their vacation entitlement. While the Employer will make a reasonable effort to grant the employees' their vacation request, it is understood that the Employer has final approval.

17.03 An employee's schedule will not be adjusted for the purpose of receiving approved vacation. An employee may request vacation before or after a regular weekend off. An employee does not lose their weekend or days off because of their approved vacation.

17.04 BANKING VACATION CREDITS

An employee can carry forward one week vacation from one year to the next once they have completed ten years of service. Special circumstances will be considered for all other requests and at the Employer's discretion. Such requests shall not be unreasonably denied.

17.05 A part-time employee may mutually agree to work during a weekly block of vacation, but only on those days that the employee is not receiving vacation pay as per the schedule. During such weeks the employee is still considered to have taken a week's vacation.

ARTICLE 18 - PAID HOLIDAYS

18.01

a) All employees who have completed their probationary period, the Employer shall recognize the following as paid holidays:

- | | |
|----------------------------|-----------------------------|
| New Year's Day – January 1 | Labour Day |
| Good Friday | Thanksgiving Day |
| Victoria Day | Christmas Day – December 25 |
| Canada Day – July 1 | Boxing Day – December 26 |
| Civic Holiday | |

For holidays the calendar day is the day for calculations.

Effective the year of 2024, add the day of Truth and Reconciliation.

b) The Employer agrees to grant employees two floating days off with pay to be taken on a day mutually agreed upon between the Employer and the employee. It is understood that Article 18.03 does not apply.

18.02 If another Federal, Provincial or Municipal Holiday should be proclaimed during the term of this Agreement, such additional proclaimed holiday will replace one of the paid holidays specified above which is not yet a statutory holiday and which has not yet been observed in the year in question. The intent is that there will be no more than the number of paid holidays per calendar year set out in this Agreement for the duration of this Agreement.

18.03 QUALIFIER

In order to qualify for any of the above holidays, Employees must meet the criteria as outlined in the *Employment Standards Act*.

18.04 HOLIDAY PAY

Employees eligible for holiday pay shall be credited with pay computed at straight time for the holidays referred to above.

18.05 WORKING ON A HOLIDAY

An employee who qualifies for holiday pay and who works on the holiday will receive pay at the rate of time and one-half (1 ½) the employee's regular rate for the work performed on such holiday in addition to the employee's holiday pay. Those employees who qualify for holiday pay and works on the holiday have the option to take another day off in lieu of the additional holiday pay, provided the written request is submitted at least one (1) month in advance of the posting of the new schedule. This day must be taken within the succeeding ninety (90) day period.

18.06 An employee who is not eligible or who is not qualified and who is required to work on any of the named holidays will receive pay at the rate of time and one half (1 ½) the employee's regular rate of pay for each hour worked.

18.07 Subject to clause 18.03, if a paid holiday is observed on an employee's scheduled day off and the employee does not work on that day, the employee at their option may receive pay for the day or within the succeeding forty-five (45) day period, another day off with pay at a mutually agreeable time.

18.08 If a full-time employee qualifies for holiday pay and the holiday is observed during the full-time employee's vacation period, then on that day the full-time employee will be paid holiday pay instead of a vacation day being deducted from the employee's vacation bank.

ARTICLE 19 - PAYMENT OF WAGES AND ALLOWANCES

19.01 PAY DAYS

Wages, in accordance with Schedule "A" attached hereto and forming part of this Collective Agreement, shall be paid on a bi-weekly basis. Payday shall be on a Thursday for all work performed in the two-week period commencing four (4) Sundays and ending two (2) Saturdays preceding the pay date.

The Employer shall provide all Employees with a pay stub which shall indicate vacation/sick accrual.

19.02 RELIEVING IN A HIGHER CLASSIFICATION

When an employee is required by the Employer to relieve in a position of higher paying classification for two (2) hours or more, then such employee shall receive the rate of the higher classification for the full period of the relief.

19.03 RELIEVING IN A LOWER CLASSIFICATION

When an employee is required by the Employer to relieve in a position in a lower paying classification, then such employee shall maintain their regular rate of pay. This provision does not apply in a situation where an employee has agreed to work in more than one classification, such employee shall be paid the appropriate rate for the time spent in each classification.

ARTICLE 20 - SICK LEAVE

20.01 SICK LEAVE

All full-time employees who have completed their probationary period shall be entitled to sick leave on the following basis:

1. Sick leave is for the sole purpose of protecting an employee in the event of legitimate illness rendering the employee unable to perform their work;
2. A full time employee who has completed their probationary period will accumulate sick leave credits on the basis of 7.5 hours for every 146.5 hours worked to a maximum accrual of 300 hours. It is understood that there shall be no cash out of banked sick leave credits.
3. An employee may not be paid for illness for sick time taken before or after a scheduled vacation, leave of absence, designated holiday or scheduled day off, unless a doctor's certificate is provided;
4. An employee who is injured and receiving payments from WSIB will not be paid for illness by the Employer
5. An employee shall notify the Employer of sickness at least two (2) hours prior to the commencement of their day shift, and at least four (4) hours before the commencement of the evening and night shift, unless impossible.
6. An employee who is approved for sick leave payment and who has sick leave credits will be paid for sick leave on the basis of the regular hours they would have worked.
7. Once a year, if requested by the employee, the Employer will provide the employee with an update of their banked sick leave credits.
8. Where the Employer requires a medical certificate from a qualified medical practitioner, and they charge for such certificate outside of OHIP, the Employer shall pay the cost of such a certificate to a maximum of twenty-five dollars (\$25.00) per note.
9. The Employer shall endeavour to reimburse the cost of such certificates within 14 calendar days.

ARTICLE 21 - LEAVES OF ABSENCES

21.01

a) UNION LEAVE

The Employer may grant leave of absence without pay but without loss of seniority to two (2) employees at a time for the purpose of attending Union conventions, Union educational seminars, Union Executive and General Membership Meetings, and other meetings by mutual agreement between the Employer and the Union, including National Servicing Representative. Such leave must be applied for in writing at least fourteen (14) calendar days in advance and the total number of leave days per calendar year shall not exceed forty-five (45) days. The approval of such leave shall not be unreasonably denied.

- b)** Notwithstanding Article 21.01, the Parties agree that for administrative ease, the Employer will facilitate such leave without pay by paying the employee as if the employee was working the regular hours missed and the Union shall reimburse the Employer for such gross wages plus 15% for benefits.

21.02 FULL-TIME POSTION WITH THE UNION

An employee promoted to a position with the National Union (Canadian Union of Public Employees) shall be granted an unpaid leave of absence for one year. Such leave may be renewed annually upon request of the employee.

21.03 PARENTAL/PREGNANCY LEAVE

Pregnancy and Parental Leave

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

- (i) An employee who is pregnant shall be entitled, upon application, to pregnancy leave and parental leave immediately thereafter. Pregnancy leave shall be granted for seventeen (17) weeks as provided in the *Employment Standards Act*, and may begin no earlier than seventeen (17) weeks before the expected birth date. Pregnancy leave top up of 75% of wage for fifteen (15) weeks.

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

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

Additional leave of absence may be taken under 19.08 (h) Parental Leave.

An employee who does not apply for leave of absence under 19.08 a) i) and who is otherwise entitled to pregnancy leave, shall be entitled to and shall be granted leave of absence in accordance with 19.08 a)i) upon providing the Employer, before the expiry of two (2) weeks after they ceased to work, with a certificate of a legally qualified medical practitioner stating that they are 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.

An employee who intends to resume their employment on the expiry of the leave of absence granted to them under this article shall so advise the Employer. If an employee returns to work at the expiry of the normal pregnancy or parental leave, and the employee's former permanent position still exists, the employee will be returned to their former job, and former shift if their shift was designated.

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

When the Employer has suspended or discontinued operations during the leave of absence and has not resumed operations upon the expiry thereof, the Employer shall upon resumption of operations, reinstate the employee to their employment or to alternate work in accordance with the established seniority system or practice of the Employer in existence at the time the leave of absence began and in the absence of such a system or practice, shall reinstate the employee in accordance with the provisions of 19.08 d).

Such absence is not an illness under the interpretation of this agreement, and sick leave benefits cannot be used.

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

Upon expiry of seventeen (17) weeks pregnancy leave, an employee may immediately commence parental leave, as provided under the Parental Leave provisions of this agreement. The Employee shall give the Employer at least four (4) weeks notice, in writing that they intend to take parental leave.

21.04 BEREAVEMENT LEAVE

An employee who has completed their probationary period shall be entitled to bereavement leave as follows:

- a) Five (5) days leave for the death of a member of the immediate family. Such leave is for loss of regular pay from scheduled shifts during the five (5) consecutive calendar day period. The employee will be permitted to carry over two days of the bereavement leave for either interment or celebration of life. Immediate family shall include parent, sibling, spouse (OHRC), common-law spouse, child, step-child, grandparent and grandchild;
- b) Three (3) days leave for loss of regular pay from scheduled shifts during the five (5) consecutive calendar day for the loss of the great grandparents, mother-in-law, father-in-law, daughter-in-law, son-in-law, brother-in-law, sister-in-law, grandparents-in-law, step-parent, and step-parent-in-law;
- c) In recognition of the fact that circumstances which call for bereavement leave are based on individual circumstances, the Employer, on request, may grant additional bereavement leave without pay.

21.05 JURY/WITNESS DUTY

The Employer shall grant leave of absence without loss of seniority or benefits to an employee who serves as a juror or is required by subpoena to act as a witness for the Crown and for the Employer in a court of law. The Employer shall pay such an employee the difference between the normal earnings and the payment received for jury service or as a court witness excluding payment for traveling, meals or other expenses. The employee will cooperate with the employer and provide proof of service and the amount of pay received. It is the employee's responsibility to come in to work on the days the employee is not actually required for jury duty or to be present in court as a witness for the Crown and for the Employer.

21.06 UPGRADING

If an employee is required by the Employer to upgrade their present qualifications for their present classification, then such employee shall be entitled to a leave of absence without pay. The Employer will reimburse any fee charged for the course, provided that the employee successfully completes the course, but not any other travel, meals, or accommodation, or other expenses.

The Employer will not unreasonably deny a request for an unpaid leave of absence for the purpose of writing examinations, provided the employee provides reasonable notice and particulars.

21.07 PERSONAL LEAVE

The Employer may grant in writing, a request for a leave of absence without pay for personal reasons provided that they receive at least one [1] month's notice in writing unless impossible, and such permission shall not be unreasonably refused having regard to the efficient operation of the Residence. Applicants, when applying, must indicate the reason, the date of departure, and the date of return.

It is understood that seniority shall not accumulate during a leave of absence in excess of thirty [30] days. It is also understood that all benefits will cease to be paid if the leave is in excess of thirty [30] days.

ARTICLE 22 - UNION COMMITTEES AND STEWARDS

22.01 STEWARDS AND COMMITTEE MEMBERS

The employer acknowledges the right of the Union to appoint or otherwise select stewards and Committee members. The Union shall advise the employer in writing of the names of the stewards and committee members and the employer will only deal with those thus named.

22.02 NEGOTIATING COMMITTEE

The employer agrees that the Union can appoint or otherwise select three (3) negotiating committee members with no more than one member from a department. Negotiation committee members will not suffer loss of regular pay, seniority, or service for meetings in negotiations up to but not including arbitration.

22.03 LABOUR MANAGEMENT COMMITTEE

Where the parties mutually agree that there are matters of mutual concern and interest that would be beneficial if discussed at a labour management committee meeting the following shall apply:

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

Any representative(s) attending such meetings during their regularly scheduled hours of work will not lose regular earnings as a result of such attendance.

22.04 HEALTH AND SAFETY COMMITTEE

The Employer and the Union agree that they mutually desire to maintain standards of safety and health in the facility to prevent accident, injury and illness. The Employer agrees to form a Joint Health and Safety Committee in accordance with existing Health and Safety Legislation in Ontario, with equal representation. The Employer agrees to accept as a member of its Accident Prevention-Health and Safety Committee at least one representative elected or appointed by the Union from amongst bargaining unit employees.

Such Committee shall identify employee related potential dangers and hazards; institute means of improving health and safety programs and recommend actions to be taken to improve conditions related to safety and health. The Employer agrees to cooperate reasonably in providing necessary information to enable the Committee to fulfill its functions.

Meetings shall be every third (3rd) month in accordance with the Health and Safety guidelines, or more frequently at the call of the chair if required. The Committee shall maintain minutes of all meetings and make the same available for review prior to the next scheduled meeting. A quorum for carrying out business shall be 50% each from the management and worker groups. Any representative attending such meetings or attending to duties as required by the act shall not lose regular pay, seniority or service. The Union agrees to endeavour to obtain the full co-operation of its membership in the observation of all safety rules and practices.

22.05 STEWARDS

The Employer agrees that the union can appoint or otherwise select three (3) stewards to represent employees in the presentation of any grievances. One (1) of the three stewards shall be the Chief Steward. The Employer shall not be required to meet with more than one (1) steward at any one time.

ARTICLE 23 - BENEFITS

The Benefit year shall be from January 1 - December 31. All full time employees will be enrolled in the benefit plans. It is understood that enrolment in the plan is mandatory for all full-time employees effective the first of the month upon completion of their probationary period.

The Employer will pay 75% (with the exception of the Dental Plan) the billed premium rate of the following plans and the plan will provide coverage for the employees, their spouse and or their dependents as follows:

Life AD&D - 2x salary and AD&D to a maximum of \$55,000.00, effective May 1, 2021-\$70,000.00 spousal coverage at \$10,000.00 and dependents at \$1500.00.

Benefits will terminate at the age of 65 or earlier retirement/termination at this time retiring employees will have the option to continue coverage provided that they make self-payments separate from the plan. No semi private coverage.

Benefits will no longer terminate when an employee reaches the age of sixty-five (65), provided the employee continues to be employed.

The Employer will pay 50% of the premiums of the Blue Cross Dental #9 or its equivalent, based on the current ODA fee schedule as amended from time to time with a two-year lag. Current ODA fee schedule as amended from time to time with a one year lag.

Master Policy

Upon request, the Union shall be provided with a current copy of the Master policy of all insured benefits. It is understood that the Employer may at any time substitute another carrier for any Plan (with the exception of OHIP) provided the benefits conferred thereby are equal or superior. Before making such a substitution, the Employer shall notify the Union to explain the proposed changes. Upon request, by the Union, the Employer shall provide to the Union, full specifications of the benefit programs contracted for and in effect for employees covered herein.

Effective January 1, 2022, Vision Care coverage at \$325.00, every 24 months for employee spouse and eligible dependent and may include the cost of an eye examination. The Employer may self direct the Vision Care.

Effective January 1, 2026, Vision Care coverage at \$350.00, every 24 months for employee spouse and eligible dependent and may include the cost of an eye examination. The Employer may self direct the Vision Care.

Benefits for eligible dependents terminate at age 21, however, children in full-time attendance at school are covered to age 24.

Paramedical Benefits

Effective September 18, 2025, combined maximum of \$500.00 (five-hundred dollars) per calendar year for massage therapy, physiotherapy, chiropractic care, acupuncture, naturopath, podiatrist.

Effective April 1, 2026, combined maximum of \$680.00 (six-hundred and eighty dollars) per calendar year for massage therapy, physiotherapy, chiropractic care, acupuncture, naturopath, podiatrist.

23.02 PERCENTAGE IN LIEU OF BENEFITS

A part-time employee (excluding students and temporary employees) who has completed their probationary period, shall receive in lieu of all benefits as listed under Article 23, Statutory holidays under Article 18 and Sick leave under Article 20.01 an amount of nine percent (9%) at their regular straight time hourly rate for all straight time hours paid. Effective June 30, 2015, nine point five percent (9.5%).

23.04 Pension Plan

All eligible employees will participate in the Nursing Home and Related Industries Pension Plan at an Employer matched contribution rate of three percent (3%). Effective January 1, 2014, matched contribution rate of three point five percent (3.5%).

Effective first pay in February 2019, all eligible employees will participate in the Nursing Home and Related Industries Pension Plan at an Employer matched contribution rate of four percent (4%).

NURSING HOMES AND RELATED INDUSTRIES PENSION PLAN

STANDARD LANGUAGE

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

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

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

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

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

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

.02 Each eligible employee covered by this Collective Agreement shall contribute for each pay period an amount equal to three percent (3%) of applicable wages to the Plan. The

Employer shall contribute on behalf of each eligible employee for each pay period, an amount equal to three percent (3%) of applicable wages to the Plan.
(Effective January 1, 2014, matched contributions will increase by .5%)

- .03 Notwithstanding the foregoing, where an error has been made in deduction, the Employer shall, upon request, make full payment on any outstanding Employer contribution irrespective of whether the Employee pays the matching amount.
- .04 The parties agree that this Article in no way prejudices the position of either party as it relates to the retroactivity application if an error is discovered.
- .05 The Employee and the Employer contributions shall be remitted by the Employer to the Plan within thirty (30) days after the end of the calendar month in which the pay period ends for which the contributions are attributable.
- .06 The Union acknowledges and agrees that other than making its contributions to the Plan as set out in this Article, the Employer shall not be obligated to contribute toward the costs of benefits provided by the Plan or be responsible for providing any such benefits.
- .07 The Union and the Employer acknowledge and agree that under current pension legislation and/or regulations, the Employer has no requirement to fund any deficit in the Plan, but is required to contribute only that amount as required by the collective agreement in force between the parties.
- .08 It is understood and agreed by the Employer and the Union that should the current pension legislation or regulations be changed so that the Employer's obligation to contribute to the Plan exceeds the amount specified in the collective agreement then in force, the parties will meet directly to finalize methods to relieve the Employer of this increased obligation to the extent that any such obligations exceed that which the Employer would have if the Plan were a defined contribution plan.
- .09 The Employer agrees to provide the Plan Administrator on a timely basis with all information required pursuant to the *Pension Benefits Act*, R.S.O. 1990, Ch. P-8, as amended, which the Administrator may reasonably require in order to properly record and process pension contributions and pension benefits.

For further specificity, the items required for each eligible employee by are:

- i) to be provided once only at Plan commencement:
 - a) Date of hire
 - b) Date of birth
 - c) Date of first contribution
 - d) Seniority List to include hours from date of hire to Employer's fund-entry date (for the purpose-of calculating past service credit)

- ii) to be provided with each remittance:
 - 1. Name
 - 2. Social Insurance Number
 - 3. Monthly remittance
 - 4. Pensionable earnings
 - 5. YTD pension contributions
 - 6. Employer portion of arrears owing due to error, or late enrolment by the Employer

- iii) to be provided once, and if status changes:
 - 1. Full address as provided to the Employer by the employee
 - 2. Termination date when applicable (MMDDYY)

- iv) to be provided once if they are readily available:
 - 1. Gender
 - 2. Marital Status

Any additional information requests, beyond that noted above, may be provided, if possible, by the Employer at the expense of the Plan, unless the Employer is obligated by law to provide the information.

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

ARTICLE 24 - GENERAL

- 24.01** Whenever the singular, masculine or feminine is used in this Agreement, it shall be amended to gender neutral language.

24.02 COPIES OF AGREEMENT

The Union and the Employer desire every Employee to have a copy of the Collective Agreement. Within thirty (30) days of the signing of this Agreement, the parties shall photocopy fifty (50) copies and share equally the cost of such photocopying. The Union shall be given forty (40) of such copies for distribution to its members, and the Employer shall be given ten (10) copies. If additional copies are required then the party requiring such additional copies shall bear the cost of the photocopying itself.

24.03 ON THE JOB TRAINING

All employees are encouraged to attend relevant on-the-job-training. The Employer agrees to identify which on-the-job training, if any, is voluntary or mandatory. No

employee will suffer a loss of regular pay for attending mandatory on-the-job training; any mandatory on-the-job training outside and employee's regularly scheduled hours will be compensated on the basis of regular hourly rate. No employee will be disciplined for not attending voluntary on-the job training.

24.04 JOB DESCRIPTIONS

It is understood that it is the Employer's sole right and responsibility to alter duties and create job descriptions. Each employee shall be provided a copy of an up-to-date job description for their classification. The Employer shall provide to the Union a copy of the job description, for classifications in the bargaining unit. If the Employer amends a job description then it shall provide the Union with an updated copy of the amended job description.

If the Union feels that an existing classification is substantially changed to the point where a new wage rate is justified, or that a new classification belongs in the bargaining unit, then the Union may meet with the Employer to give its representation as to why it feels such new wage rate or classification in the bargaining unit is justified; and, if not resolved, then the Union may proceed to grievance/arbitration, commencing at Step 2.

ARTICLE 25 - TERM OF AGREEMENT

25.01 DURATION

This Agreement shall be in effect July 1, 2024 until June 30, 2026 and shall continue automatically thereafter during annual periods of one year each, unless either party notifies the other in writing within ninety (90) days prior to the expiration date that it desires to amend or terminate this agreement.

25.02 In the event of such notification being given as to amendment of the Agreement, negotiations between the parties shall begin within thirty (30) days following such notification, unless mutually agreed to extend such time period.

25.03 Increases to the wage scale shall be retroactive to July 1, 2020. Where employees either have left the employ of the Employer and / or have entered into the employ of the Employer between July 1, 2020 and the expiry date, they shall be entitled to the pro-rated amount of such payments. The Employer will endeavour to provide all retroactivity within thirty (30) days of the Interest Arbitration award and / or receiving notice of ratification. All retroactivity will be paid to employees on a separate cheque or itemized on an employee's regular cheque. All former employees shall be sent notice by the Employer at their last known address and will have thirty (30) days from that date notice is sent to claim retroactive payments. The Union shall receive a copy of all notices sent to former employees.

Dated this 19th day of November 2025.

For the Union

Robert Norris

Robert Norris (2025-11-20 12:55:16 EST)

Cathy Kyskie

Cathy Kyskie (2025-11-20 13:37:51 EST)

Valerie Wilson

Valerie Wilson (2025-11-19 16:03:40 EST)

P. Neenan

Maria Schenle (2025-11-22 14:30:47 EST)

Cathy Donnelly

Cathy Donnelly (2025-11-19 12:40:43 EST)

For the Employer

Jennifer Turgeon

Jennifer Turgeon (2025-11-19 13:22:08 EST)

Mikaela Orok

Mikaela Orok (2025-11-19 13:03:54 EST)

Jen Sylvestri

Jen Sylvestri (2025-11-19 12:32:12 EST)

WAGE SCALE

CLASSIFICATIONS	01-Jul-24 3.5%	01-Oct-24 Min. wage adj.	01-Jul-25 3.5%	01-Oct-25 Min. wage adj.
R.P.N.				
Start	\$24.91	\$24.91	\$25.78	\$25.78
1 year	\$25.73	\$25.73	\$26.63	\$26.63
2 years	\$26.65	\$26.65	\$27.58	\$27.58
Cook				
Start	\$19.13	\$19.13	\$19.80	\$19.80
1 year	\$20.02	\$20.02	\$20.72	\$20.72
2 years	\$20.90	\$20.90	\$21.63	\$21.63
Cook Assistant				
Start	\$18.23	\$18.23	\$18.86	\$18.86
1 year	\$19.13	\$19.13	\$19.80	\$19.80
2 years	\$20.02	\$20.02	\$20.72	\$20.72
Activity Co-ordinator				
Start	\$19.13	\$19.13	\$19.80	\$19.80
1 year	\$20.02	\$20.02	\$20.72	\$20.72
2 years	\$20.90	\$20.90	\$21.63	\$21.63
Resident Aide				
Start	\$19.05	\$19.13	\$19.80	\$19.80
1 year	\$19.94	\$20.02	\$20.72	\$20.72
2 years	\$20.86	\$20.90	\$21.63	\$21.63
Kitchen/Activity/Housekeeping Aide				
Start	\$16.52	\$17.20	\$17.80	\$17.85
1 year	\$17.41	\$17.41	\$18.02	\$18.17
2 years	\$18.23	\$18.23	\$18.86	\$19.01
Head Housekeeper				
Start	\$17.67	\$17.67	\$18.29	\$18.29
1 year	\$18.68	\$18.68	\$19.34	\$19.34
2 years	\$19.56	\$19.56	\$20.25	\$20.25

LETTER OF UNDERSTANDING

BETWEEN

THE WALFORD

AND

CUPE LOCAL 4374

WSIB

The Parties agree that for the life of this Agreement, there shall be no opting out of WSIB.

Dated this 19th day of November 2025.

For the Union

Robert Norris

Robert Norris (2025-11-20 12:55:16 EST)

Cathy Ryskie

Cathy Ryskie (2025-11-20 13:37:51 EST)

Valerie Wilson

Valerie Wilson (2025-11-19 16:03:40 EST)

P. Donnelly

Margaret Jenie (2025-11-22 14:30:47 EST)

Cathy Donnelly

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For the Employer

Jennifer Turgeon

Jennifer Turgeon (2025-11-19 13:22:08 EST)

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Jen Sylvestri

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LETTER OF UNDERSTANDING

BETWEEN

THE WALFORD

AND

CUPE LOCAL 4374

T4s

T4 calculations shall be in accordance with the CRA rules. If there are any penalties due to an improper submission then the Employer acknowledges that it – or its payroll provider – will bear the cost of such penalties. To be clear this commitment is not intended to make the Employer responsible for any additional taxes an employee is required to pay.

Dated this 19th day of November 2025.

For the Union

Robert Norris

Robert Norris (2025-11-20 12:55:16 EST)

Cathy Kyskie

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Jen Sylvestri

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LETTER OF UNDERSTANDING

BETWEEN

THE WALFORD

AND

CUPE LOCAL 4374

T4 Hard Copy

An Employee who requests a hard copy of their T4 shall be provided a means to attain a hard copy, or if no such means, then the Employer will so provide.

Dated this 19th day of November 2025.

For the Union

Robert Norris

Robert Norris (2025-11-20 12:55:16 EST)

Cathy Kyskie

Cathy Kyskie (2025-11-20 13:37:51 EST)

Valerie Wilson

Valerie Wilson (2025-11-19 16:03:40 EST)

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Cathy Donnelly (2025-11-19 12:40:43 EST)

For the Employer

Jennifer Turgeon

Jennifer Turgeon (2025-11-19 13:22:08 EST)

Mikaela Orak

Mikaela Orak (2025-11-19 13:03:54 EST)

Jen Sylvestri

Jen Sylvestri (2025-11-19 12:32:12 EST)

LETTER OF UNDERSTANDING

BETWEEN

THE WALFORD

AND

CUPE LOCAL 4374

12-Hours Commitment

The parties agree to extended tours as follows:

- Trial for duration of Collective Agreement
- Intend is work/life balance, not a lessening of staffing compliment (does not mean Employer not guaranteeing no lay-offs for the Departments)
- Resident Aide & Cook classification only
- Either party can opt out with thirty (30) days written notice
- Schedule can be combination of shifts up to 12 hours
- Scheduled at 1x; if not then Collective Agreement dictates whether 1x or 2x.

Dated this 19th day of November 2025.

For the Union

Robert Norris

Robert Norris (2025-11-20 12:55:16 EST)

Cathy Ryskie

Cathy Ryskie (2025-11-20 13:37:51 EST)

Valerie Wilson

Valerie Wilson (2025-11-19 16:03:40 EST)

Cathy Donnelly

Meredith Jenie (2025-11-22 14:30:47 EST)

Cathy Donnelly

Cathy Donnelly (2025-11-19 12:40:43 EST)

For the Employer

Jennifer Turgeon

Jennifer Turgeon (2025-11-19 13:22:08 EST)

Mikaala Orak

Mikaala Orak (2025-11-19 13:03:54 EST)

Jen Sylvestri

Jen Sylvestri (2025-11-19 12:32:12 EST)

LETTER OF UNDERSTANDING

BETWEEN

THE WALFORD

AND

CUPE LOCAL 4374

Cross Training:

The parties agree to extended tours as follows:

- The employer will keep list of interest.
- It is not mandatory for an employee to participate in cross-training
- If cross-trained then paid for classification working
- Article 19.02 minimum number of hours not required –
- If cross-trained can be full shift of either or combination of classifications
- Start no later than January 2022

Dated this 19th day of November 2025.

For the Union

Robert Norris

Robert Norris (2025-11-20 12:55:16 EST)

Cathy Kyskie

Cathy Kyskie (2025-11-20 13:37:51 EST)

Valerie Wilson

Valerie Wilson (2025-11-19 16:03:40 EST)

P. Neenan

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LETTER OF UNDERSTANDING

BETWEEN

THE WALFORD

AND

CUPE LOCAL 4374

Ontario Minimum Wage:

If an increase to the Ontario minimum wage occurs, then the start rate in any classification wage grid(s) impacted shall be increased accordingly so that the start rate is \$0.25 above minimum wage, and subsequent steps on that classification wage grid(s) shall be adjusted accordingly.

Dated this 19th day of November 2025.

For the Union

Robert Norris

Robert Norris (2025-11-20 12:55:16 EST)

Cathy Ryskie

Cathy Ryskie (2025-11-20 13:37:51 EST)

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