

COLLECTIVE AGREEMENT

BETWEEN

**BELCREST NURSING HOMES LIMITED
(THE BELMONT)
(Hereinafter referred to as “the Employer”)**

AND

**CANADIAN UNION OF PUBLIC EMPLOYEES
AND ITS LOCAL 4684
(Hereinafter referred to as “the Union”)**

APRIL 1, 2025 – MARCH 31, 2027

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ARTICLE 1 - PURPOSE

- 1.01 The general purpose of this Agreement is to establish and maintain collective bargaining relations between the Employer and its employees, and to:
- Maintain and improve the harmonious relations and settled conditions of employment between the Employer and the Union.
 - Recognize the mutual value of joint discussions and negotiations in all matters pertaining to working conditions and employment.
 - Encourage efficiency in operations.
 - Promote the morale, well being and security of all employees in the bargaining unit of the Union.
- 1.02 Nothing contained in this Collective Agreement will contravene the Employment Standards Act, the Labour Relations Act, the Occupational Health and Safety Act, or the Human Rights Code.

ARTICLE 2 - RECOGNITION

- 2.01 The Employer recognizes the Canadian Union of Public Employees and its Local 4684 as the bargaining agent of all employees of Belmont Long Term Care Facility in the City of Belleville save and except supervisors, persons above the rank of supervisor, Assistant Director of Care, Director of Care, RAI/Restorative Manager, Dietary Manager, Environment Services Manager, Program Director, Administrative Assistant and Nursing Administrative Assistant.
- 2.02 No employee shall be required or permitted to make any written or verbal agreement with the Employer or their representative which conflicts with the terms of this Collective Agreement.
- 2.03 Applicable to Part-Time

This Collective Agreement is fully applicable to all part-time and casual employees unless otherwise specified.

ARTICLE 3 - DEFINITIONS

- 3.01 (a) "Employee" in this Agreement shall mean a person who is employed on a regular "full-time" or regular "part-time" or casual basis by the Employer and eligible for membership in the Union.

- (b) A full-time employee is a person in the bargaining unit who is regularly scheduled for not less than 49 hours bi-weekly up to 75 hours bi-weekly and whose name appears on the seniority list.
- (c) A part-time employee is an employee who is regularly scheduled for twenty-four (24) hours or less a week.
- (d) A casual employee is a person in the bargaining unit who is not guaranteed any regular hours of work and does not have a predetermined schedule.
- (e) Whenever the singular masculine, or feminine is used in this Agreement, it shall be considered as if the plural feminine or masculine has been used where the context of the party or parties hereto so required.

ARTICLE 4 - MANAGEMENT RIGHTS

- 4.01 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.
 - (d) The completion of Performance Appraisal Reviews will be completed on site during working hours.

- (e) If there is insufficient time during the workday to complete Performance Appraisal Reviews, the employer will either coordinate work so that there is time, or mutually agreed time off duty is arranged with 15 minutes paid at regular rate of pay per appraisal.
- 4.02 The Employer agrees that these functions shall be exercised in a fair and reasonable manner consistent with the general purpose and intent of this Agreement subject to the right of the employee to lodge a grievance as set out herein.

ARTICLE 5 - RELATIONSHIP

- 5.01 The Employer and the Union agree that there shall be no discrimination, interference, restriction, or coercion exercised or practiced with respect to any employee by reason of the prohibited grounds in the Human Rights Code nor by reason of membership or activity in the Union.
- 5.02 The Union or employee will not engage in Union activities during working hours or hold meetings at any time on the premises without the permission of the Administrator or their designate. The Employer will provide locked space for Union materials.
- 5.03 Employees whose jobs are not in the Bargaining Unit shall not work in any jobs which are exclusive to the Bargaining Unit, except for the purposes of training, instruction, experimentation, emergencies, when Bargaining Unit employees are not readily available; and provided that the performance of such work does not directly result in the lay-off of full-time or part-time employees.
- 5.04 Correspondence
- All correspondence between the Parties, arising out of this Agreement or incidental thereto, shall pass to and from the Administrator or their designate and the Local President of the Union or their designate and a copy sent to the National Representative of the Union and the Administrator of the employer or their designate.
- 5.05 During the orientation period the Employer will notify the Local Union President, or Vice-President so that the Union will be given the opportunity to meet each newly hired employee during such orientation period. Such opportunity would be by group if possible, and for a maximum of fifteen (15) minutes, to be arranged with the Employer.

ARTICLE 6 - COMPULSORY CHECKOFF

- 6.01 The Employer shall, with each pay, commencing at the start of an employee's first pay period, deduct from each Bargaining Unit employee an amount equivalent to the dues or assessments, (assessments to be in accordance with the Local or National Union By-Laws or Constitution) and shall remit same by the fifteenth (15th) day of the month following, to the Secretary-Treasurer of the National Union, accompanied by a list of names of the employees from whom dues have been deducted.
- 6.02 The Union shall be responsible for keeping the Employer informed in writing as to the name and address of the Treasurer.
- 6.03 The Union shall give the Employer one (1) month's written notice of any change in the amount of dues to be deducted.
- 6.04 The Union agrees to save the Employer harmless and to indemnify the Employer with respect to any claim made against the Employer by any employee or group of employees arising from the deduction of Union dues as provided herein.
- 6.05 The Employer agrees to include on the T4 slips, issued for the taxation year, the total union dues and initiation fees deducted from each employee.

ARTICLE 7 - NO STRIKES OR LOCKOUTS

- 7.01 The Union agrees that there will be no strikes and the Employer agrees that there will be no lockouts during the life of the Agreement. The terms "strike" and "lockout" will have the meaning given to them under the Ontario Labour Relations Act.

ARTICLE 8 - UNION REPRESENTATION AND COMMITTEES

- 8.01 Employees on the joint Union-Management Committee, the Negotiating Committee and Stewards shall suffer no loss of regular pay for time spent in meetings with the Employer.
- 8.02 The Union shall have the right at any time to have assistance of a National Representative of the Canadian Union of Public Employees when dealing or negotiating with the Employer.

Notwithstanding the above, the Union agrees there shall be no Union activity on the premises of the Employer without the permission of the Employer. The Union further recognizes that each Steward is employed by the Employer and shall not leave their work without the permission of their supervisor, whose permission to leave shall not be unreasonably denied.

- 8.03 The Employer shall recognize a Union Negotiating Committee composed of four (4) employees. The Union Negotiating Committee employees shall suffer no loss of regular pay for negotiation time in meetings with the Employer, which will also include conciliation.
- 8.04 The Union shall advise the Administrator of the Home, in writing, of the names of its members for each of the following Committees before the Employer shall be required to recognize them:
- Negotiation Committee
 - Grievance Committee
 - Joint Union-Management Committee

Stewards

The Employer agrees to recognize up to five (5) Stewards to be elected or appointed from amongst employees in the Bargaining Unit for the purpose of dealing with Union business as provided for under this Collective Agreement.

The Union shall keep the Employer notified in writing of the name of the Union Stewards.

8.05 (a) Joint Union Management Committee

A Joint Union Management Committee shall be established consisting of equal representatives of the Union and representatives of the Employer (2 each). The Committee shall enjoy the full support of both parties in the interests of improved service to the public, and job security for the employees.

Function of Committee

The Committee shall concern itself with the general matters, except negotiations, grievances, or safety committee matters. The committee may discuss other workplace topics addressed in other forums, such as promoting safety and infection control practices, suggestions and questions of working conditions and work environment.

Meetings of Committee

The Committee shall meet at least quarterly at a mutually agreeable time and place. Its members shall receive a notice and agenda of the meeting at least forty-eight (48) hours in advance of the meeting. Employees shall not suffer any loss of pay for time spent with this Committee. Shall either party request an additional meeting, such request will not be denied.

(b) Workload Complaint

An employee who has a workload complaint, meaning a work assignment inconsistent with Proper Resident Care, will put such complaint in writing and submit same to the Joint Union - Management Committee for review.

1. The written workload complaint, to the extent possible, should be detailed as to facts and reasons. The complaint should be submitted at least one (1) week before the meeting of the Labour-Management Committee.
2. The written workload complaint must constitute an agenda item for discussion at the meeting of the Joint Labour-Management Committee.
3. The Home or the Union must respond to the written workload complaint in writing, but this response may be made within two (2) weeks following the meeting of the Joint Labour-Management Committee where the complaint was discussed.

8.06 A Joint Health and Safety Committee shall be established in accordance with the Occupational Health and Safety Act.

Health and Safety Committee

- (a) The parties agree to abide by the Occupational Health and Safety Act and its regulations. The Employer and the Union agree that they mutually desire to maintain standards of safety and health in the home, in order to prevent injury and illness.
- (b) A joint management and employees Health and Safety Committee shall be constituted in accordance with the Occupational Health and Safety Act. The committee shall normally meet at least as per Occupational Health and Safety Act. Minutes shall be taken of all meetings and copies shall be sent to the Employer and to the Union. Scheduled time spent in all such activities shall be paid as per the Occupational Health and Safety Act.
- (c) Two (2) representatives of the Joint Health and Safety Committee, one (1) from management and one (1) from the employees on a rotating basis designated by the employees, shall make monthly inspections of the workplace and equipment and as per the Occupational Health and Safety Act, and shall report to the Health and Safety Committee the results of their inspection. In the event of accident or injury, such representative(s) shall be notified appropriately and shall investigate and report as soon as possible to the Committee and to the Employer on the nature and causes of the accident or injury. Furthermore, a representative(s) must be notified of the inspection of a government inspector and shall have the right to accompany their

inspections. Scheduled time spent in all such activities shall be paid as per the as per the Occupational Health and Safety Act.

- (d) The Union agrees to endeavour to obtain the full co-operation of its membership in the observation of all safety rules and practices.

A grievance under this section must be filed not later than twenty-one (21) calendar days after the day of occurrence or twenty-one (21) calendar days since the circumstances giving rise to the grievance might reasonably have become know to the Union.

ARTICLE 9 - GRIEVANCE PROCEDURE

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

An earnest effort shall be made to settle grievances fairly and promptly. It is understood that an employee has no grievance until they first given their immediate Supervisor or designate an opportunity to adjust their complaint. The Supervisor shall communicate their reply to the complaint within five (5) calendar days thereafter and if not satisfied, the complainant may file a written grievance in the following manner and sequence:

Grievances shall be in writing at all stages commencing at Step 1.

9.01 Step 1

The aggrieved employee and a Steward or Union Executive member shall present the grievance to the Department Head, who shall consider it in the presence of the persons presenting same, not later than seven (7) calendar days immediately following receipt of said grievance and give a written decision to the employee with a copy to the Union not later than ten (10) calendar days immediately following the said meeting. If a settlement satisfactory to the employee is not reached, the aggrieved employee may, not later than seven (7) calendar days immediately following the termination of the above time limits, proceed to STEP 2.

9.02 Step 2

The aggrieved employee and a Steward or Union Executive member shall present the grievance to the Administrator of the Home, who shall consider it in the presence of the persons presenting same not later than seven (7) calendar days immediately following receipt of said grievance and give a written decision to the employee with a copy to the Union not later than ten (10) calendar days immediately following the said meeting. If the decision is unsatisfactory to the employee(s) or the Union, it may be referred to Arbitration.

The Parties may agree upon the use of an independent Grievance Mediation Officer (GMO) to assist in resolving their differences. In the event that the use of a GMO is agreed upon, the conduct of the Arbitration shall be delayed until after the GMO has conducted a meeting of the Parties.

The Parties will share equally the fees and expenses of the GMO.

9.03 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, it shall be known as a policy grievance and Step 1 of the grievance procedure may be bypassed.

However, a grievance under this section must be filed not later than fourteen (14) calendar days after the day of occurrence or fourteen (14) days since the circumstances giving rise to the grievance might reasonably have become known to the Union.

9.04 By mutual agreement, in writing, the time limits referred to above may be extended.

(a) An employee subject to disciplinary action which is to be recorded in the employee's personnel file, shall have the right to the presence of the Union Steward or Union Representative. Any discipline letter to be placed in the employees file, the employee will be given a copy. On receipt of the said copies, the employee must sign the original copy on their file indicating that they did in fact receive the copy but not to admit any guilt or to agree with the action taken by the Employer.

In the event that the employee refuses to sign, admitting service of the copies, this shall not affect the action taken by the Employer. Any unjust action may be the subject of a grievance.

(b) The Employer shall notify the Union President or Vice President with respect to the suspension or discharge of any employee. Any claim by an employee that they have been unjustly suspended or discharged may be treated as a grievance if a written statement of such grievance is lodged by the employee with the Administrator of the Employer within seven (7) calendar days after written notice of such suspension or discharge has been given to the employee. Such grievance will be taken up at a meeting between the Union and the Administrator within seven (7) calendar days after it is lodged and failing settlement, within fourteen (14) calendar days following the final decision of the Administrator, be referred to arbitration.

9.05 Permission to Leave Regular Duties

The Union agrees that the Stewards have their regular duties to perform on behalf of the Employer and they will not leave their duties without first receiving the permission of the Home Administrator or their designate, such permission shall not be unreasonably withheld.

ARTICLE 10 - ARBITRATION

10.01 Failing settlement of a grievance under the above described grievance procedure, that grievance, including a question as to whether or not the grievance is arbitrable, may be submitted to arbitration as hereinafter provided.

No matter may be submitted to arbitration which has not been properly carried through all steps of the grievance procedure.

10.02 Composition of Board of Arbitration

When either Party request that a grievance be submitted to arbitration, the request shall be made electronically addressed to the other Party of the Agreement, indicating the name of its nominee on an Arbitration Board. Within fourteen (14) calendar days thereafter, the other Party shall answer electronically indicating the name and address of its appointee to the Arbitration Board. The two Arbitrators shall then meet to select an impartial Chairperson.

Nothing in this Agreement shall prevent the Parties to this Agreement from agreeing on a sole Arbitrator to hear and decide any matter which is properly referred to in arbitration. If the Parties agree to the use of a sole Arbitrator, then the cost of such Arbitrator shall be shared equally by the Parties.

10.03 Failure to Appoint

If the recipient of the notice fails to appoint a nominee to the Arbitration Board, such appointment shall be made by the Minister of Labour for Ontario upon the request of either Party. If the two nominees fail to agree upon a Chairperson within fourteen (14) calendar days of the appointment of the second of them, either nominee may apply to the Ministry of Labour for Ontario for a panel of names of available Arbitrators, one of whom shall be requested to act as Chairperson of the Arbitration Board.

10.04 Each of the Parties shall bear the expenses of its nominee and will jointly bear the expenses of the Chairperson of the Arbitration Board.

10.05 The time limits fixed in both the grievance and arbitration procedure are mandatory and may only be extended by written consent of both Parties to this Agreement. If no written answer has been given to the grievor within the time limits specified, the employee shall be entitled to submit the grievance to the next stage including arbitration.

- 10.06 Employees whose attendance is required at an arbitration hearing shall receive permission to be absent from work. The Parties agree to cooperate in minimizing the time away from work for this purpose.
- 10.07 The Arbitrator shall not have jurisdiction to alter or change any of the provisions of this Agreement nor to substitute any provision in lieu thereof, nor give any decision inconsistent with the terms and provisions of this Agreement, nor to deal with any matter not covered by this Agreement.
- 10.08 Where an Arbitrator or Arbitration Board determines that an employee has been discharged or otherwise disciplined by an Employer for cause and the Collective Agreement does not contain a specific penalty for the infraction that is the subject matter of the arbitration, the Arbitrator or Arbitration Board may substitute such other penalty for the discharge or discipline as to the Arbitrator or Arbitration Board seems just and reasonable in all the circumstances.

ARTICLE 11 - DISCIPLINE AND DISCHARGE

- 11.01 The Employer affirms its commitment to the principle of progressive discipline, except in the cases of serious misconduct or resident abuse.
- 11.02 The Employer will only discipline an employee past probation for just cause. An employee who is being formally disciplined by the Employer (i.e., verbal warning, written warning, suspension, dismissal) shall be advised of their right to a Steward/Local Executive member being present at such discipline meeting. The Employer shall mete out its discipline within a reasonable period of time after the completion of its investigation. When meting out discipline or discharge the Employer will disclose the reason(s). The Employer will forward a copy of the letter to the Local Union President, unless the employee disagrees.

An employee, who is summoned to a meeting for alleged misconduct which may result in discipline, will be entitled to a Steward/Local Executive member during such investigatory meeting. If there is no Steward/Local Executive member readily available then a co-worker on shift may be used as a substitute, at the employee's option.

11.03 **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 9 - Grievance Procedure. Step 1 of the Grievance Procedure shall be omitted in such cases.

- 11.04 No record of discipline for minor infractions will be relied on for further discipline if a period of twelve (12) months has elapsed since the last date of discipline. This Article does not apply to resident abuse or other serious CNO reportable infractions, wherein the period is three (3) years.

ARTICLE 12 - SENIORITY

12.01 Seniority for an employee is defined as the length of continuous service in the bargaining unit from the last date of hire, except as provided herein. Seniority for a part-time employee is defined as the regular hours paid (actual hours worked) in the bargaining unit from the last date of hire, on the basis of 1600 hours worked RPN/RN and 1820 hours worked other employees equates to one (1) year's seniority, except as provided herein. Seniority shall operate on bargaining unit wide basis, unless otherwise specified in the Collective Agreement. Any unpaid absence longer than thirty (30) days except as required by statute shall not count toward seniority. For clarification and conversion purposes, 1600 or 1820 hours equates to one (1) year's seniority and no employee shall accumulate more than one (1) year's seniority in a one (1) year period. Effective January 1, 2018, 1600 or 1820 hours shall equal one year's seniority. This change in seniority conversion rate shall not trigger a recalculation of an employee's current seniority value.

Employees will be credited with seniority based on last date of hire. This includes current RPNs/ RNs who have previous service at the Employer without break. Seniority will be bargaining unit wide. The parties acknowledge that in considerations for job posting, qualifications, experience, education, skills and ability are considered prior to seniority.

Seniority for employees shall be relied on for the purposes of job posting, lay-off, recall, and vacation selection, as set out in the provisions of the Collective Agreement. Seniority for casual employees shall only be relied upon for job posting.

12.02 Seniority List

The Employer shall maintain a seniority list showing the current classification/employment category (full-time, part-time, casual) and the date upon which each employee's seniority commenced. Where two or more employees commence work on the same day, preference shall be in accordance with the date of hiring confirmation. An up-to-date seniority list shall be sent to the Union and posted on all bulletin boards in January and July of each year.

12.03 A newly hired employee shall be on probation for 300 hours worked. During the probation period the employee will be governed in accordance with the terms of the Collective Agreement. The employment of such employee may be terminated at any time during the probationary period based on a fair and proper assessment against reasonable standards of performance and suitability, without recourse to the grievance procedure, unless the Union claims discrimination as defined under the Ontario Human Rights Code. After completion of the probationary period, seniority shall be effective from the original date of employment.

12.04 Loss of Seniority Rights

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

- (a) are discharged and not reinstated;
- (b) resign;
- (c) fail to return to work within eight (8) calendar days following lay-off and after being notified by registered mail to do so, unless through sickness or other reasonable grounds. It shall be the responsibility of the employee to keep the Employer informed of their current address;
- (d) are laid off for a period longer than thirty (30) months;
- (e) are absent from work without a satisfactory explanation being given to the Employer for a period of two working days;
- (f) fail to return to work at the end of a leave of absence;
- (g) utilize a leave of absence for purposes other than those for which a leave of absence has been granted.

ARTICLE 13 - LAY-OFF AND RECALL

13.01 Definition of Lay-Off

A lay-off shall be defined as a reduction in the work force or a reduction in the regular hours of work of any full-time or part-time employee, as defined in this Agreement.

Note: Not through attrition or retirement.

13.02 Lay-Off Procedure

- (a) In the event of lay-off, the Employer shall lay off employees in reverse order of seniority within their classification, provided that there remain on the job employees who are able to meet the normal requirements of the job.
- (b) An employee who is subject to lay-off shall have the right to either:
 - (i) accept the lay-off;
 - or

- (ii) displace an employee who has:
 - less bargaining unit seniority in a lower or identical paying classification;
 - and
 - who has scheduled hours less than or equal to the employee being laid off;
 - and
 - if the employee originally subject to lay-off is qualified for and can perform the duties without training other than orientation.
- (iii) An employee who wishes to exercise their right to displace another employee with less seniority shall advise the Employer within seven (7) calendar days of the date of the notice of lay-off issued by the Employer.
- (iv) For the purpose of the operation of clause (b) (ii), laid off part-time employees shall not have the right to displace full-time employees.
- (v) In the event that an employee is laid off from the full-time bargaining unit and provided that no other full-time bargaining unit positions are available for which the employee is qualified and able to perform, the full-time bargaining unit employee shall then be allowed to displace a part-time bargaining unit employee with less seniority provided that the employee is qualified and able to do the work available with training and/or orientation of up to three (3) days.

Recall Process

- (a) An employee shall have opportunity of recall from a lay-off to an available opening, in order of seniority, provided they have the ability and qualifications as required by law to perform the work with training and/or orientation of up to three (3) days and provided such opening is first posted under the job posting procedure and has not been filled. 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 first sentence above, the Employer shall not act in an arbitrary manner.
- (b) No new employees shall be hired until all those laid off have been given an opportunity to return to work and have failed to do so, in accordance with the loss of seniority provision, or have been found unable to perform the work available.
- (c) It is the responsibility of the employee who has been laid off to notify the Employer of their intention to return to work within seven (7) calendar days after being notified to do so by registered mail (which notification shall be deemed to have been received on the second date of mailing) and return to

work within seven (7) calendar 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.

- (d) Employees on lay-off or notice of lay-off shall be given preference for temporary vacancies, which are expected to exceed twenty (20) 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 lay-off. This provision supersedes the job posting provision.

13.03 An employee will be recalled in order of seniority in their classification provided they are immediately qualified and able to perform the work.

13.04 No New Employees

New employees shall not be hired until those laid off have been given an opportunity of recall.

13.05 Advance Notice of Lay-Off

Unless legislation is more favourable the Employer will provide no less than thirty (30) calendar days notice to an employee who is subject to lay-off, or pay in lieu for any portion which is less.

In the event of a proposed lay-off of a temporary and/or permanent and/or long-term nature of thirteen (13) calendar weeks or more, the Employer will:

- (a) Provide the Union with at least one (1) week's notice prior to its implementation. This notice is not in addition to required notice for individual employees.
- (b) Meet with the Union through the Labour Management Committee to review the reasons and expected duration of the lay-off, any realignment of service or staff and its effect on employees in the bargaining unit.

Any agreement between the Employer and the Union resulting from the above process concerning the method, timing and implementation will take precedence over other terms of lay-off and related provisions in this Collective Agreement.

13.06 Grievance on Lay-offs and Recalls

Grievances concerning lay-offs and recalls shall be initiated at Step 2 of the Grievance Procedure.

13.07 No permanent full-time employee will be laid off for the sole purpose of splitting the position into two or more permanent part-time positions that equate to the same full-time position that was eliminated.

*Clarity note: The phrase “that equate to the same full-time position that was eliminated.” Refers to the duties assigned to the full-time position.

ARTICLE 14 - PROMOTIONS AND STAFF CHANGES

14.01 Job Postings

When a vacancy occurs or a new position is created within the Bargaining Unit, including temporary vacancies of two (2) months or longer, the Employer will post notice of the position on the Job Posting Board for a minimum of one (1) week. Any vacancy of less than two (2) months shall be filled at the discretion of the Employer.

14.02 Such notice shall contain the following for information purposes:

Nature of position, hours of work, wage or salary rate, qualifications, required knowledge and education, experience, any special skills, whether full-time or part-time, permanent or temporary, and classification. Such requirements shall not be established in an arbitrary or discriminatory manner. All postings shall state “This position is open to all applicants”.

14.03 Role of Seniority in Promotions, Transfers and Staff Changes

Both Parties recognize:

- (1) the principle of promotion within the service of the Employer;
- (2) that job opportunity should increase in proportion to length of service.

When deciding job postings under Article 14.01 the following shall apply: The Employer will consider the qualifications, experience, education, skills, and ability of the applicants interviewed, and where judged by the Employer to be relatively equal then seniority shall be the deciding factor. The Employer will not delay unreasonably the selection for or appointment to a job posting.

14.04 Trial Period

The successful applicant to a posting for a permanent position shall be placed on a trial of two (2) months. Such appointment shall become permanent upon successful completion of the trial period. In the event the employee performs satisfactorily during the trial period then such employee shall be declared permanent after the trial period. In the event the successful applicant performs unsatisfactorily in the position during the trial period, or in the event the employee chooses to discontinue in the posted position, then they shall be returned to their

former position and wage, without loss of seniority. Any other employee promoted or transferred because of the re-arrangement of positions shall also be returned to their former position, wage or salary rate, without loss of seniority.

14.05 Notification to Employee and Union

The Employer will post the name of the successful applicant on the bulletin board.

- 14.06 An employee occupying a temporary position may be required to complete such temporary position before commencing into another temporary position. A full-time employee occupying a part-time temporary position is limited to two (2) such part-time temporary positions per calendar year.

ARTICLE 15 - HOURS OF WORK AND OVERTIME

- 15.01 The following is intended to define the normal hours of work for full-time and part-time regularly scheduled employees, but shall not be interpreted to be a guarantee of work per day or per week or pay for any employee.

The normal hours of work for full-time employees will be a regular schedule of up to 7.5 hours per day excluding the one-half hour unpaid meal period and up to 75 hours bi-weekly, averaged over the scheduling period. A full-time employee shall not be scheduled regularly to work less than 49 hours bi-weekly.

The normal hours of work for part-time employees will be a regular schedule of up to 7.5 hours per day excluding the one-half hour unpaid meal period and up to 48 hours bi-weekly, averaged over the scheduling period. A part-time employee shall not be scheduled regularly to work more than 48 hours bi-weekly.

It is understood that RPNs/RNs are required for up to ten (10) minutes prior to each shift for the purpose of report.

The Employer commits to commence with the clear plan for the Nurse Manager to coordinate report time. To facilitate an improvement in report time the Employer will develop guidelines [including time-frame] for improving the charting on Kardex with other classifications. The parties agree that the narcotic count is intended to be complete prior to the start of the shift.

When the schedule is developed employees will be slotted into additional available shifts as per their indicated availability on an equal distribution basis.

- 15.02 If an employee is unable to take their meal period due to operational requirement reasons, confirmed with their supervisor where applicable, and such meal period is not re-scheduled during the shift, then the employee will be paid for such missed meal period, at overtime rates if applicable.

15.03 The rest and meal periods shall be as follows:

HOURS	PAID REST	MEAL
8	2 – 15 minute	30 minute unpaid
6	nil	30 minute paid
>4	1 – 15 minute	nil
4 or less	nil	nil

The Employer may approve the combination of such rest periods to one (1) 30-minute break, on a case-by-case basis. Such approval will not be unreasonably denied.

The Employer maintains active awareness of the legitimate issues that would justify an interruption of the meal period.

The Parties will keep Meal Break interruption as a standing agenda item for Labour Management Committee.

- 15.04 (a) An employee shall be scheduled off at least four (4) days in a pay period.
- (b) Each employee will be scheduled for every third weekend off. The Employer will endeavour to schedule every second weekend off. An employee may mutually agree with the Employee to be scheduled to work every weekend. The Employer agrees that Full-Time and Part-Time employees on staff as of December 2011, will maintain every second weekend off.
- (c) The Employer will not schedule split shifts.
- (d) The Employer will not schedule an employee for more than six (6) consecutive shifts on the master schedule; except during the Christmas scheduling period and by mutual agreement between the employer and the employee, including scheduling submitted availability.

15.05 Overtime at time and one-half ($1\frac{1}{2}x$) will be paid for all hours worked in excess of seven and one-half ($7\frac{1}{2}$) hours per day or seventy-five (75) hours bi-weekly. All overtime is subject to the approval of the Employer. There shall be no pyramiding or duplicating of benefits or premiums.

15.06 Posting of Schedule

- (a) The work schedule shall be posted for at least a four-week period and will indicate the hours and days of work for each employee so scheduled. The Employer will provide at least forty-eight (48) hours minimum notice to the affected employee regarding any change to the posted schedule, unless not practical due to operational requirements.

(b) Additional shifts - full-time and part-time employees:

By the 1st of every month, full-time and part-time employees will inform the employer of availability for specified additional shifts the following month. Failure to communicate such information shall mean the employee is not authorized for the Employer to schedule the employee for additional shifts. A full-time employee who is scheduled for less than (10) shifts can submit availability.

(c) All shifts - Casual employees:

A Casual Employee will be scheduled as follows:

- casual employee will submit such availability at least two (2) weeks before biweekly period (written or electronic);
- it is understood that in a consecutive four (4) week period availability to be scheduled must include two (2) days that are a Saturday and Sunday together;
- There is no guarantee that a casual employee will be scheduled based on their availability;
- Employer can require the casual employee to honour their availability for a listed shift up to forty-eight (48) hours in advance of the availability date;
- casual employee permitted to be unavailable for four (4) weeks per year (cannot be the two (2) week schedule covering Christmas and the months of July and August);
- subject to the *Ontario Human Rights Code*, a failure to either submit such availability, honour availability, or a combination thereof two (2) times shall result in the casual employee deemed to have resigned. The employee who has completed probation, shall be entitled to Union representation in accordance with Article 11.02.

15.07 (a) Shift Premium

Effective start of first pay period after ratification an RPN/RN will be paid a shift premium of ninety (\$0.90) cents for all regular hours worked on that shift when the majority of the hours worked falls between 15:00 hours to 07:00 hours the following day, and forty-five (\$0.45) cents for non RPN/RN. Effective January 1, 2025, RPN/RN will be paid ninety-five (\$0.95) cents and non RPN/RN will be paid sixty (\$0.60) cents.

Effective December 19, 2025, RN/RPN will be \$1.00 and non RN/RPN will be seventy-five (0.75) cents.

(b) Weekend Premium

An RPN/RN will be paid a weekend premium of one (\$1.00) dollar for all regular hours worked on a shift that falls between 23:00 hours Friday to 23:00 hours Sunday, and forty-five (\$0.45) cents for non RPN/RN. Effective January 1, 2025, RPN/RN will be paid one dollar and five (\$1.05) cents and non RPN/RN will be paid sixty (\$0.60) cents for non RPN/RN.

Effective December 19, 2025, the RPN/RN will be paid one dollar and ten (\$1.10) cents and non RPN/RN will be paid seventy-five (\$0.75) cents.

This premium shall be in addition to the regular Shift Premium.

(c) In-Charge Premium

The Employer may designate an RN as responsible for the workplace and such employee will be paid a premium of one dollar and fifty cents (\$1.50) per hour for all hours worked as designated responsible employee for the workplace on that shift. This premium is in addition to the regular shift premium, if applicable. Effective December 19, 2025, increase to one dollar and seventy-five cents (\$1.75) per hour.

15.08 Call-In

When a full-time employee is called in to work and reports to work outside of their regular hours, they shall be paid a minimum of four (4) hours for such call-in.

The following principals shall apply for Call-in for additional shifts:

- Separate for each classification;
- Straight time pay shifts only;
- Seniority lists for full-time, part-time, and casual are merged;
- Senior employee contacted first within the classification;

15.09 Sharing of Overtime

Overtime and call back time shall be divided equally among employees who are qualified to perform the available work.

The following principals shall apply for Call-in for additional shifts:

- The Employer decides if it requires overtime;
- Separate for each classification;
- Seniority lists for full-time, part-time, and casual are merged;

- Senior employee contacted first within the classification;
- In situations where there is short notice then the Employer limits the requirement to those employees who are immediately available (usually those on shift);
- ESA Overtime rules apply, including exceptional circumstances;
- For RN/RPN classifications only, if the RPN list is exhausted then the RN list will be triggered for such RPN overtime.

15.10 An employee may elect to accept time off in lieu of overtime pay; such time off to be taken at a time mutually agreed between the Employer and the employee.

15.11 Reporting Pay Guarantee

An employee who reports for work as scheduled shall be paid for a minimum of four (4) hours work (unless the scheduled shift was less than four (4) hours, in which scheduled number of hours will be paid) whether or not such employee is required to work, unless otherwise notified of such cancellation no less than three (3) hours before the commencement of such shift.

15.12 An employee is expected to work the shifts as scheduled by the Employer. No employee shall have the right to give away a shift, unless pre-approved by the Employer. An employee may make an equal exchange of shifts from time to time, but not on a regular basis. The Employer will not unreasonably deny a request for exchange of shift. The conditions for such exchange are as follows:

- both employees sign the exchange before the actual date;
- the Employer approves the exchange before the actual date;
- the respective employees must be the same classification and immediately qualified, and
- such exchange shall not directly or indirectly cause any additional cost to the employer, and
- the exchange of shifts must be within the same posted schedule and shall not result in overtime or other premium payment to any employee.

ARTICLE 16 – PAID HOLIDAYS

16.01 The following shall be recognized as holidays:

New Year's Day	Good Friday
Family Day	Victoria Day
Canada Day	Civic Holiday
Labour Day	Thanksgiving Day
Christmas Day	Boxing Day

An employee shall be eligible for and paid for holidays outlined above based on the criteria set out in the *Employment Standards Act*.

If a federal or provincial or municipal holiday is proclaimed during the life of this agreement, then such holiday will be added to the list and another non-statutory holiday already listed shall be deleted. The intention is to not increase or decrease the total number of holidays.

16.02 If an employee is required to work on a holiday as listed above, they shall be paid at the rate of time and one-half (1½x) their straight time rate.

16.03 When any of the above holiday's falls on a full-time or part-time employee's day off, the employee shall receive another day off at a time mutually agreed between the employee and the Employer within eight (8) weeks, and will be paid for the holiday in accordance with Article 16.01. Where such day cannot be taken within the eight (8) weeks period then the employee shall be paid in lieu of the time off.

16.04 The Employer will grant float days off as per the eligibility and payment criteria in the E.S.A. as follows for RPN/RN:

Effective January 1, 2026 the Employer will grant float days off as per the eligibility and payment criteria in the E.S.A as follows:

- full-time – two (2) floats
- part-time – two (2) float
- other – no floats

For non RPN/RN

- 8 + shifts - two (2) floats
- 6-7 shifts – no float
- 5 of less shifts – no floats

Paid for normal length of employee's shift.

Such floats shall be taken in the calendar year on a day mutually agreed between the employee and the Employer.

- 16.05 All employees shall alternate annually with either Christmas day or New Years day. This will also apply to employees who are not covered during an absence (example specialty positions). Employees in specialty positions may be placed on the schedule, alternating with either Christmas Day or New Years Day.
- 16.06 If the majority of an employee's shift is worked on any of the holidays listed in this Article, such employee shall be paid at time and one-half (1½x) their regular rate for all work performed on the shift. If the minority of an employee's shift is worked on any of the holidays listed in this Article, such employee shall be paid at straight time their regular rate for all work performed on the shift.
- 16.07 Employees will provide a written request for days under Article 16 (Stats and floats). The Employer will endeavour to respond to such requests in writing seven (7) business days. Subject to its operational requirements including scheduling and vacation considerations, such requests shall not be unreasonably denied.

ARTICLE 17 - VACATIONS

- 17.01 All employees, except employees who have less than one (1) year's service as of May 15th, shall be entitled to take annual leave in an amount equal to one-half (½) day for each two (2) weeks of service earned up to a maximum of ten (10) working days with pay.

An employee shall accrue vacation based on years of service with unpaid leaves of absence delaying service. Service for RPN/RN's other than full-time shall be based on 1600 hours equals one (1) years' service and 1820 hours for non RPN/RN. Non-regular employees shall be paid vacation as it is accrued.

Vacation earned thereafter shall be calculated on a May 15 to May 14 basis as follows;

For RN/RPN only:

<u>SERVICE</u>	<u>VACATION DAYS</u>
less than 1 year	½ day bi-weekly max. 10
1 year < 3 years	14 calendar days [4%]
3 years < 8 years	21 calendar days [6%]
8 years < 15 years	28 calendar days [8%]
15 years or < 23 years	35 calendar days [10%]
23 years < 28 years	42 calendar days [12%]
28 years or more	49 calendar days [14%]

For Non RN/RPN:

<u>SERVICE</u>	<u>VACATION DAYS</u>
less than 1 year	½ day bi-weekly max. 10
1 year < 3 years	14 calendar days [4%]
3 years < 8 years	21 calendar days [6%]
8 years < 15 years	28 calendar days [8%]
15 years or < 23 years	35 calendar days [10%]
23 years < 28 years	42 calendar days [12%]
28 years or more	49 calendar days [14%]

- 17.02 An annual leave schedule is to be posted by March 15 for one month in every year. Any employee who has failed to designate their preference by that date shall be required to take available dates.
- 17.03 Preference for annual leave shall be based upon seniority in the classification. Employees shall be entitled to take their annual leave at any time during the calendar year. The Employer reserves the right to impose reasonable restrictions regarding vacation. It is understood that the Employer has final approval for vacation.
- 17.04 An employee who is hospitalized during a period of vacation shall, subject to the provisions of the short-term sick leave plan, have that portion of vacation considered sick leave upon presentation of a satisfactory medical certificate.
- 17.05 An employee who qualifies for paid bereavement leave during approved vacation shall have the vacation days affected substituted with the bereavement leave days.
- 17.06 There shall be no carry forward of vacation except in special circumstances approved at the discretion of the Employer. Such discretion will not be exercised unreasonably.
- 17.07 An employee while on vacation shall not be called to accept any shifts unless authorized by the employee to do so.
- 17.08 If a paid or declared holiday falls on, or is observed during, an employee's annual leave period, such a day shall not be charged as a day of vacation.
- 17.09 Employees may request to take one week of their vacation entitlement in single days.
- 17.10 If an employee has used all vacation time off and still has vacation pay available, then the Employer will provide written notice by February 15th advising the Employee of the selection of pay out at the end of the vacation year or carry forward. The Employee shall respond in writing by March 1st indicating their choice. A failure to indicate a choice shall mean the selection of carry forward.

ARTICLE 18 - SICK LEAVE

18.01 Sick leave means the period of time an employee is permitted to be absent from work with 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 and Insurance Act, shall be covered by these sick leave provisions.

18.02 A Full-time RPN/RN employee shall earn sick leave on the basis of zero point seventy-five (0.75) days per month of service, paid at one hundred percent (100%) of regular pay.

Full-time employees who are not RPN/RN shall earn sick leave on the basis of zero point five (0.5) days per month of service, paid at one hundred percent (100%) of regular pay.

18.03 Proof of Illness

Following three (3) consecutive days of illness, an employee may be required to provide a doctor's certificate, certifying that the employee was unable to carry out their duties due to illness. If there is a cost to the employee for the medical certificate, the Employer will pay up to a maximum of fifty dollars (\$50.00) with receipt for the cost. The employer shall reimburse the employee within two (2) weeks.

18.04 Sick Leave Records

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.

18.05 Progress Report Regarding Illness

In any case of prolonged illness, the employee shall submit such periodic reports on their condition as the Employer may require.

18.06 Notification to Employer

When an employee is unable to report to work because of illness, they shall telephone at least two (2) hours prior to their shift.

ARTICLE 19 - LEAVE OF ABSENCE

19.01 General Leave

The Employer may grant a leave of absence without pay. An employee requesting a leave of absence shall request it in writing as far in advance as reasonably possible. Such employee shall cooperate by providing details regarding the reason for such leave and estimated time required. An employee who is approved for such leave will accrue seniority for up to the first thirty (30) days of such leave.

19.02 Jury or Court Witness Duty

The Employer shall grant leave of absence without loss of seniority or loss of benefits to an employee who is called 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 for traveling, meals, or other expenses. The employee will present proof of service and the amount of pay received.

19.03 Union Leave

Subject to operational requirements, the Employer will grant a leave of absence without pay for two (2) employees to attend Conventions, educationals, or other Conferences, provided the Employer receives at least thirty (30) days written notice of such leave. The Employer will consider requests for union leave for other purposes on a case-by-case basis.

Such leave requests will not be unreasonably denied. An employee's pay shall be kept whole for such leave requested and the employer will invoice the Local for the entire cost of such leave.

For educationals the employer will consider any requests for more than two (2) employees, and if work scheduling and operational requirement permit then the Employer may approve more employees and with a shorter notice.

19.04 Bereavement Leave

An employee shall be granted bereavement leave in the case of the death of a member of the employee's immediate family. Such employee shall suffer no loss in pay for scheduled work during the calendar days commencing with the date after the death, as follows:

- (a) In the event of death of an employee's spouse (including same sex or common law spouse and fiancée), child, parent, sibling, mother-in-law, father-in-law, brother-in-law, sister-in-law, grandparent or grandchild the employee shall be entitled to leave of absence without loss of pay for five (5) calendar days.

- (b) In the event of death of an employee's son-in-law, daughter-in-law, step-child, step-parent, step-sibling the employee shall be entitled to leave of absence without loss of pay for three (3) calendar days.
- (c) In the event of death of an employee's aunt, uncle, great grandparent, great grandchild, the employee shall be entitled to leave of absence without loss of pay for one (1) calendar day.
- (d) Additional days without pay may be granted.
- (e) The employee will be allowed to save one day to attend the memorial service or celebration of life.

19.05 Pregnancy and Parental Leave

Employees shall be granted pregnancy and parental leave in accordance with the provisions of the Employment Standards Act, as amended, which include the following:

A pregnant employee who started employment at least thirteen (13) weeks before the expected birth date is entitled to a leave of absence without pay, and may begin pregnancy leave no earlier than seventeen (17) weeks before the expected birth date. An employee must give the employer at least two (2) weeks' written notice of the date the leave is to begin and shall provide their doctor's certificate stating the expected birth date.

For purposes of parental leave, a "parent" includes a person with whom a child is placed for adoption and a person who is in a relationship of some permanence with a parent of a child and who intends to treat the child as their own. An employee must give the employer at least two (2) weeks' written notice of the date parental leave is to begin.

During pregnancy leave or parental leave, an employee continues to participate in benefit plans as described in s.51 of the Employment Standards Act unless they elect in writing not to do so. During pregnancy or parental leave, the employer shall continue to make the employer's contributions to such benefit plans unless the employee gives the employer a written notice that they do not intend to pay the employee's contributions, if any. Seniority continues to accrue during pregnancy or parental leave.

The Employment Standards Act includes provisions dealing with complications of pregnancy and other special circumstances, and with the notice required to change the beginning or ending date of a leave.

Supplemental Employment Benefit

On confirmation by the Canada Employment Insurance Commission of the appropriateness of the employer's supplementary employment benefit plan, an employee who is on parental or pregnancy leave as provided under this

agreement, and who is in receipt of employment insurance in respect of a pregnancy and/or parental leave, shall be paid a supplemental employment benefit. The benefit will be equivalent to the difference between seventy-five percent (75%) of the employee's regular weekly earnings and the sum of the employee's weekly employment insurance benefits and any other earnings (top-up calculations based on the employee selecting the shorter EI duration regardless of the EI duration the employee selects).

Such payment shall commence following completion of the one (1) week employment insurance waiting period, and receipt by the employer of the employee's employment insurance cheque stub as proof that the employee is in receipt of such benefits for a total maximum period of seventeen (17) weeks in respect of leave for pregnancy and/or parental reasons. The employee's regular weekly earnings shall be determined by multiplying the employee's regular hourly rate on the employee's last day worked prior to the commencement of the leave by their normal weekly hours at such time.

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

An employee who is elected or selected for a full-time position with the Union or anybody with which the Union is affiliated, or who is elected to public office, shall be granted leave of absence without pay and without loss of seniority for a period of up to five (5) consecutive years, subject to renewal which will not be unreasonably denied.

ARTICLE 20 - EMPLOYEE BENEFITS

20.01 Except as specifically provided all benefits are applicable to full-time employees and part-time employees who are regularly scheduled for twenty (20) hours per week or more, and are mandatory. Eligibility for and entitlement to benefits are in accordance with the terms of the Plan. Effective the month following ratification, part-time RPN/RNs who are regularly scheduled for twelve (12) hours per week or more will be eligible for enrollment in the benefit coverage.

20.02 All employees who are eligible to join the benefit plans are required to enroll, unless an employee proves partner or spousal coverage in which case the employee will be allowed to opt out.

Extended Health

The Premium shall be paid eighty percent (80%) by the Employer and twenty percent (20%) by the employees.

AD&D

The Accidental Death and Dismemberment premium shall be paid one hundred percent (100%) by the Employer, paid at 1x salary and capped at fifty thousand (\$50,000) dollars for eligible Registered and forty thousand (\$40,000) dollars for all other eligible full-time and part-time employees.

Vision Care

The Employer shall provide for Vision Care of four hundred (\$400.00) dollars coverage for each employee and their dependents every twenty-four (24) months. (may be used for eye examinations).

Effective December 19, 2025 four hundred and twenty-five dollars (\$425.00)

Extended Care

The Drug Plan will provide coverage for 80% of the cost of prescription, except 100% coverage of dispensing fee.

20.03 Dental Plan

The Employer shall pay seventy percent (70%) and the employee thirty percent (30%) of the cost of the premiums for the dental plan.

The O.D.A. rates to be used shall be the O.D.A. current rates.

Effective January 1, 2026, the plan will pay up to fifteen hundred (\$1500.00) dollars.

20.04 Group Life

The Employer shall pay one hundred percent (100%) of the premiums for the group life insurance capped in the amount one times (1x) an employee's salary to a maximum of fifty thousand (\$50,000) dollars, effective December 19, 2025.

20.05 It is understood that the Employer may at any time substitute another carrier for any plan, provided the benefits are not reduced. Before making such substitution, the Employer shall notify the Union to explain the change, and give the Union the opportunity to voice its views.

20.06 The Union shall be provided with a current copy of the Master Policy of all insured benefits for bargaining unit employees.

**ARTICLE 21 - PENSION NURSING HOMES AND RELATED INDUSTRIES PENSION
PLAN STANDARD LANGUAGE**

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

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

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

- 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" is defined as full-time and part-time employees in the bargaining unit who have completed nine hundred and seventy-five (975) hours of service and who are not prohibited from contributing to the Plan by legislation or the Plan rules because of their age or because they are in receipt of a pension from the Plan.

21.02 Each eligible employee covered by this Collective Agreement shall contribute for each pay period an amount equal to three (3.0%) RN/RPN and three (3.0%) NON RN/RPN and 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 (3.0%) RN/RPN and three (3.0%) NON RN/RPN of applicable wages to the Plan.

Effective April 1, 2026 each eligible employee covered by this Collective Agreement shall contribute for each pay period an amount equal to three and a half percent (3.5%) RN/RPN and three and a half percent (3.5%) NON RN/RPN and of applicable wages to the Plan. The Employer shall contribute on behalf of each eligible employee for each pay period, an amount equal to three and a half percent (3.5%) RN/RPN and three and a half percent (3.5%) NON RN/RPN of applicable wages to the Plan.

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

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

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

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

The Union and the Employer acknowledge and agree that under current pension legislation and/or regulations, the Employer has no requirement to fund any deficit in the Plan, but is required to contribute only that amount as required by the Collective Agreement in force between the parties.

It is understood and agreed by the Employer and the Union that should the current pension legislation or regulations be changed so that the Employer's obligation to contribute to the Plan exceeds the amount specified in the Collective Agreement then in force, the parties will meet directly to finalize methods to relieve the Employer of this increased obligation to the extent that any such obligations exceed that which the Employer would have if the Plan were a defined contribution plan.

21.05 The Employer agrees to provide the Plan Executive Director 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 Executive Director may reasonably require in order to properly record and process pension contributions and pension benefits.

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

i) to be provided once only at Plan commencement:

- Date of hire
- Date of birth
- Date of first contribution
- Seniority List to include hours from date of hire to Employer's fund entry date (for the purpose of calculating past service credit)

ii) to be provided with each remittance:

- Name
- Social Insurance Number
- Monthly remittance
- Pensionable earnings
- YTD pension contributions
- Employer portion of arrears owing due to error, or late enrolment by the Employer

- iii) to be provided once, and if status changes:
 - Full address as provided to the Employer by the employee
 - Termination date when applicable (MMDDYY)
- iv) to be provided once if they are readily available:
 - Gender
 - Marital Status

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

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

ARTICLE 22 - GENERAL PROVISIONS

22.01 The Employer shall provide a bulletin board which shall be placed so that all employees will have access to it and upon which the Union shall have the right to post notices of meetings, seminars, or Union activities as may be of interest to the employees, keeping within the general spirit and intent of the Collective Agreement.

22.02 An employee who is planning to attend a course directly related to their duties at the Home may make written request for financial assistance to the Employer, to be submitted prior to the commencement of such course. The Employer may, at its discretion, reimburse an employee for part or all of the cost of tuition and/or textbook cost, payable when such employee successfully completes the course.

22.03 Training

No employee shall be expected to operate equipment, administer drugs or use any new technique until trained in that particular item or technique, except while undergoing training.

22.04 Surge Training

If the Employer decides to utilize SURGE for its training then it will do so on the basis of the following, if such SURGE training is deemed mandatory:

- Employees will do such training outside working hours
- Must be completed as specified by the Employer
- Employees will be paid for all time at straight-time (invisible for overtime) once per year prior to December 31.

22.05 Access to Personnel Files

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

22.06 The Employer will photocopy fifty (50) copies of the Collective Agreement once finalized, twenty-five (25) of which shall be given to the local President. The Parties will share the cost of the photocopying. An electronic version will also be made available to members.

22.07 The Employer will not contract out work normally performed by members of the bargaining unit if such contracting out directly results in the lay-off of regular employees.

22.08 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. If such matter is not resolved through any meeting(s) then the Union may grieve the Employer's decision.

22.09 (a) All employees shall be covered by the Workplace Safety and Insurance Act and the Regulations of the Workplace Safety and Insurance Board.

(b) Form 7

The Employer shall provide copies of the Workplace Safety and Insurance Board's Form 7 to the employee and to the Union on any claim filed with the Workplace Safety and Insurance Board by the Employer, or on behalf of the employee, upon filing with the Workplace Safety and Insurance Board.

22.10 Employee Rules

The Employer will provide a copy of the Employee Handbook to employees. The Employer will discuss changes to the Employee Handbook with the Union, prior to implementation, if practical.

ARTICLE 23 - PAYMENT OF WAGES, ALLOWANCES & OTHER CONDITIONS

23.01 The Employer shall pay salaries and wages by direct deposit bi-weekly.

23.02 Uniform Allowance

The Employer shall pay each full-time employee who is required to wear a uniform, one hundred and forty (\$140.00) dollars paid annually in February. Effective February 1, 2026 or as per award one hundred and fifty (\$150.00) dollars.

The Employer shall pay each part-time employee who is required to wear a uniform, one hundred (\$100.00) dollars, paid annually in February. Effective February 1, 2026 or as per award one hundred and ten (\$110.00) dollars

23.03 Recent Relevant Related Clinical Experience

A claim for recent, related and relevant clinical nursing care RN or RPN experience may be made in writing by the employee. To be eligible the employee shall co-operate with the Employer by providing verification of previous such experience within the probation period (300 hours worked) from the first day of work. If such experience is established, the Employer will credit the newly hired employee with one (1) annual service increment for every one (1) year of such experience [pro-rated based on hours], up to the maximum of the wage grid, retroactive to the date of hire.

Employees on staff as of the effective date of Article 23.03 shall be eligible to claim for recent, related and relevant clinical nursing care RN or RPN in accordance with Article 23.03 except that such employees shall have 90 calendar days from the effective date of the provision to make such claim. If such experience is established, then the placement on the wage grid will be retroactive to the effective date of the provision.

23.04 Retroactivity

Employees who have left the employ of the employer shall be eligible for retroactivity. The employer will make best efforts to provide such payments within thirty (30) days of the interest arbitration award/ratification.

ARTICLE 24 – TERM OF AGREEMENT

24.01 This Agreement shall be effective from April 1, 2025 to March 31, 2027, and from year to year thereafter unless either Party gives notice in writing during the ninety (90) day period prior to the expiration date, in any year, of their desire to amend same.

24.02 Any changes deemed necessary in this Agreement may be made by mutual agreement at any time during the term of this Agreement subject to ratification by the Parties.

DATED at Belleville, Ontario this _____ day of _____, 2026.

SIGNED ON BEHALF OF THE
BELCREST NURSING HOMES LIMITED
(THE BELMONT)

Denise Mackey
Denise Mackey (2026-01-28 11:31:34 EST)

Denise Mackey

Kaitlin Bazinet
Kaitlin Bazinet (2026-01-29 10:55:07 EST)

Kaitlin Bazinet

Meagan LaCavera
Meagan LaCavera (2026-01-28 12:41:40 EST)

Meagan LaCavera

SIGNED ON BEHALF OF THE
CANADIAN UNION OF PUBLIC
EMPLOYEES AND ITS LOCAL 4684

Jean Jacqueline Poulin
Jean Jacqueline Poulin (2026-01-28 11:27:35 EST)

Jean Poulin

Kerri French
Kerri French (2026-01-28 11:33:43 EST)

Kerri French

Adam Geneau
Adam Geneau (2026-01-28 14:59:59 EST)

Adam Geneau

Margo Gunter
Margo Rogers (2026-01-28 15:06:05 EST)

Margo Gunter

Shannon Parker

Shannon Parker

APPENDIX "A" WAGE RATES

WAGES		
Classification	April 1, 2025	April 1, 2026
Registered Nurse:		
RN - start	38.50	39.85
RN – 1 yr (1600 hrs)	41.26	42.70
RN – 3 yrs (4800 hrs)	44.01	45.55
RN – 5 yrs (8000 hrs)	46.77	48.41
RN – 7 yrs (11200 hrs)	49.50	51.24
CC Coordinator		
CCC	39.54	40.92
CCC – 1 yr (1600 hrs)	42.29	43.77
CCC – 3 yrs (4800 hrs)	45.04	46.62
CCC – 5 yrs (8000 hrs)	47.81	49.48
CCC – 7 yrs (11200 hrs)	50.54	52.31
Registered Practical Nurse:		
RPN - start	31.94	33.06
RPN – Prob (300 hrs)	33.06	34.21
RPN – 1 yr (1600 hrs)	34.57	35.78
RPN – 2 yrs (3200 hrs)	37.73	39.05
Infection Control Lead (RPN):		
Infection Control RPN - start	33.03	34.18
Infection Control RPN – Prob (300 hrs)	34.05	35.24
Infection Control RPN – 1 yr (1600 hrs)	35.60	36.85
Infection Control RPN – 2 yr (3200 hrs)	38.88	40.25
Personal Support Workers:		
PSW - start	27.92	28.90
PSW – Prob (300 hrs)	28.60	29.60
PSW – 1 yr (1820 hrs)	29.28	30.30
PSW – 2 yrs (3640 hrs)	30.72	31.79
Restorative/Program Worker (Non-PSW):		
Restor/Program Worker - start	24.50	25.36
Restor/Program Worker – Prob (300 hrs)	25.16	26.04
Restor/Program Worker – 1 yr (1820 hrs)	25.84	26.75
Restor/Program Worker – 2 yrs (3640 hrs)	27.27	28.23

WAGES		
Classification	April 1, 2025	April 1, 2026
Activity Supervisor:		
Activity Supervisor - start	28.48	29.48
Activity Supervisor – Prob (300 hrs)	29.16	30.18
Activity Supervisor – 1 yr (1820 hrs)	29.87	30.92
Activity Supervisor – 2 yrs (3640 hrs)	31.24	32.33
Cook:		
Cook – start	25.91	26.81
Cook – Prob (300 hrs)	26.61	27.54
Cook – 1 yr (1820 hrs)	27.30	28.26
Cook – 2 yrs (3640 hrs)	28.66	29.66
Dietary/Environmental Services Worker:		
Dietary/Enviro - start	21.64	22.40
Dietary/Enviro – Prob (300 hrs)	22.36	23.14
Dietary/Enviro – 1 yr (1820 hrs)	23.03	23.83
Dietary/Enviro – 2 yr (3640 hrs)	24.38	25.24
QI/Staff Educator Lead:		
QI/Staff Educator Lead - start	28.87	29.88
QI/Staff Educator Lead – Prob (300 hrs)	29.58	30.62
QI/Staff Educator Lead – 1 yr (1820 hrs)	30.28	31.34
QI/Staff Educator Lead – 2 yrs (3640 hrs)	31.77	32.89

LETTER OF UNDERSTANDING # 1 - USE OF AGENCY STAFF

BETWEEN

**BELCREST NURSING HOMES LIMITED
(THE BELMONT)**

AND

**THE CANADIAN UNION OF PUBLIC EMPLOYEES
AND ITS LOCAL 4684**

Upon request the Local President or their designate will be provided a copy of Agency use for Bargaining unit classifications after the schedule comes down.

DATED at Belleville, Ontario this _____ day of _____, 2026.

SIGNED ON BEHALF OF THE
BELCREST NURSING HOMES LIMITED
(THE BELMONT)

SIGNED ON BEHALF OF THE
CANADIAN UNION OF PUBLIC
EMPLOYEES AND ITS LOCAL 4684

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Denise Mackey (2026-01-28 11:31:34 EST)

Denise Mackey

Jean Poulin

Jean Jacqueline Poulin (2026-01-28 11:27:35 EST)

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Adam Geneau

Margo Gunter

Margo Rogers (2026-01-28 15:06:05 EST)

Margo Gunter

Shannon Parker

Shannon Parker

LETTER OF UNDERSTANDING # 2 - ACCOMMODATION

BETWEEN

**BELCREST NURSING HOMES LIMITED
(THE BELMONT)**

AND

**THE CANADIAN UNION OF PUBLIC EMPLOYEES
AND ITS LOCAL 4684**

The Employer is committed to keeping the accommodation restrictions updated as required, on a consistent basis.

DATED at Belleville, Ontario this _____ day of _____, 2026.

SIGNED ON BEHALF OF THE
BELCREST NURSING HOMES LIMITED
(THE BELMONT)

SIGNED ON BEHALF OF THE
CANADIAN UNION OF PUBLIC
EMPLOYEES AND ITS LOCAL 4684

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LETTER OF UNDERSTANDING # 3 – 12 HOUR SHIFTS FOR REGISTERED NURSES

BETWEEN

**BELCREST NURSING HOMES LIMITED
(THE BELMONT)**

AND

**THE CANADIAN UNION OF PUBLIC EMPLOYEES
AND ITS LOCAL 4684**

The parties agree to the following: Registered nurses will work 12 hour shifts bi-weekly on a moving forward basis commencing on the first pay period following ratification, with the following procedure.

1. A twelve (12) hour shift rotation for Registered nurses, based on the Home's needs, shall only be implemented with agreement of the Union (in accordance with the union's process for selection);
2. Each 12 hour shift will include – Day a 45 minute unpaid meal break and 30 minute paid break; Night - a 30 minute unpaid meal break and 45 minute paid break.
3. Each 12 hour shift will be paid 11.25 hours at the regular rate on Days; and 11.50 regular hours on Night. In reference to 15.05, overtime will be based on 11.25 hours per day and 11.50 regular hours on Night.
4. Any hours between 1500 h and 0700 h will have the in-charge premium added.
5. Sick pay will be accrued based on a 7.5 hours shift, earning 6.00 hours accrual per month.
6. Registered Nurses will do self-scheduling for such 12-hour shifts, so long as staffing needs are consistently being met, and the collective agreement and policies of the home are Adhered to
7. Either party may cancel 12-hour rotation in its entirety with a minimum of eight (8) weeks written notice.

DATED at Belleville, Ontario this _____ day of _____, 2026.

SIGNED ON BEHALF OF THE
BELCREST NURSING HOMES LIMITED
(THE BELMONT)

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Shannon Parker

Shannon Parker

MEMORANDUM OF UNDERSTANDING - NEW CLASSIFICATION

BETWEEN

**BELCREST NURSING HOMES LIMITED
(THE BELMONT)**

AND

**THE CANADIAN UNION OF PUBLIC EMPLOYEES
AND ITS LOCAL 4684**

If a new classification is created by the Employer and the parties agree that the new classification belongs in the bargaining unit, then the parties shall meet to discuss the wage rate for the new classification. If there is no agreement reached between the parties regarding the wage rate, then the Employer will set the wage rate and the Union shall have the right to proceed to grievance/arbitration on the issue of the wage rate. If a new classification is created by the Employer and the parties do not agree that the new classification belongs in the bargaining unit, then the Employer will set the wage rate and the Union shall have the right to proceed to grievance/arbitration on the issues of inclusion in the bargaining unit and wage rate.

DATED at Belleville, Ontario this _____ day of _____, 2026.

SIGNED ON BEHALF OF THE
BELCREST NURSING HOMES LIMITED
(THE BELMONT)

SIGNED ON BEHALF OF THE
CANADIAN UNION OF PUBLIC
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