

COLLECTIVE AGREEMENT

Between:

**CENTENNIAL PLACE, MILLBROOK INC. C.O.B. AS
CENTENNIAL PLACE LONG TERM CARE HOME
(hereinafter called the "Employer")**

AND

**THE CANADIAN UNION OF PUBLIC EMPLOYEES
AND ITS LOCAL UNION 4751
(hereinafter called the "Union")**

Effective:

June 5, 2022 to June 4, 2024

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PREAMBLE

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

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

AND THAT these objectives are not an aid to interpretation and do not create rights or obligations separate from the express provisions of this Agreement;

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

THE PARTIES AGREE AS FOLLOWS:

ARTICLE 1 MANAGEMENT RIGHTS

- 1.01 The Union recognizes that it is the right of the Employer to exercise the regular and customary function of the Employer and to direct the working forces, subject to the terms of this agreement and without limiting the generality of the foregoing it is the exclusive function of the Employer to:
- (a) determine and establish standards and procedures for the care, welfare and safety and comfort of the residents of the nursing home;
 - (b) to maintain order, discipline, efficiency and in connection therewith to establish and enforce rules and regulations;
 - (c) to hire, transfer, lay-off, promote, demote, classify and assign duties;
 - (d) to discharge, suspend or otherwise discipline employees for just cause;
 - (e) to plan, direct and control the work of the employees and the operations of the nursing home;

The Employer agrees that these functions shall be exercised in a manner consistent with the terms of this Agreement. The question of whether any of these rights is limited by this agreement shall be decided through the grievance and arbitration procedure.

1.02 No Discrimination

The Employer and the Union agree that there shall be no discrimination, interference, intimidation, restraint, or coercion by the Employer or the Union based on race, ancestry, place of origin, colour, ethnic origin, citizenship, creed, sex, sexual orientation, gender identity, gender expression, age, record of offenses, marital status, family status or disability contrary to the Ontario Human Rights Code.

- 1.03 The Union and the Employer agree that there shall be no discrimination for membership or lack of membership in the Union contrary to the Labour Relations Act.

- 1.04 The parties agree that the work place should be safe and healthy for all workers. To this end, the Employer and the Union agree that there should not be any form of harassment, including personal harassment, in the work place. It is understood that performance management is deemed not to be harassment unless it is a violation of the *Ontario Human Rights Code*. This does not limit Management's right to discipline or the Union's right to grieve.

ARTICLE 2 RECOGNITION CLAUSE

- 2.01 The Employer recognizes the Union as the sole collective bargaining agent for all employees of Centennial Place Long Term Care Home at Millbrook, Ontario save and except Managers, Supervisors, Directors, persons above the rank of Supervisors or Directors, Life Enrichment Coordinators, Registered Nurses, Maintenance Attendant and Nursing Administrative Assistant.
- 2.02 A full-time employee is an employee regularly scheduled for forty-eight (48) hours or more in a (two) 2 week pay period.
- 2.03 A part-time employee is an employee regularly scheduled for less than forty-eight (48) hours in a two (2) week period.

ARTICLE 3 CORRESPONDENCE

- 3.01 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 copy to the President of the Local Union. This does not restrict correspondence between other representatives of the parties.
- 3.02 The Local President shall receive written notification of any changes in bargaining unit employment status including but not limited to, all hiring's, suspensions, discharges and leaves including absences due to WSIB claims.

ARTICLE 4 LABOUR MANAGEMENT RELATIONS

- 4.01 No individual employee or group of employees shall undertake to represent the Union at meetings with the Employer without proper written authorization of the Union. No employee shall be required or permitted to make any written or verbal agreement with the Employer which may conflict with the terms of this Agreement. In order that this may be carried out, the Union will supply the Employer with a list of its officers and stewards. Similarly, the Employer, if requested, shall supply the Union with a list of its supervisory personnel or other representatives with whom the Union may be required to transact business.
- 4.02 The Union shall have the right at a mutually convenient time to have the assistance of a designated representative(s) of the Canadian Union of Public Employees when dealing with the Employer. Such representative(s) shall have reasonable access to the Employer's premises upon consent of the Employer and at a mutually convenient time.
- 4.03 Work of the Bargaining Unit:
Persons excluded from the bargaining unit shall not perform duties normally performed by employees in the bargaining unit which shall directly cause or result in the displacement or reduction in normal hours of work of an employee in the bargaining unit.

4.04 Contracting Out

The Employer agrees that during the term of this Collective Agreement there shall not be any contracting out of any work currently being performed by members of the bargaining unit if, as a result of such contracting out a lay-off of any employees, or a reduction of the workforce, other than casual part-time employees, results from such contracting out. Contracting out to an Employer who is organized and who will employ the employees of the bargaining unit who would otherwise be laid off, with similar terms and conditions of employment is not a breach of this agreement.

4.054.04 (a) The Employer acknowledges the Union's right to appoint or otherwise select a Negotiating Committee composed of not more than four (4) employees and will recognize and deal with said committee.

(b) Members of the union negotiating committee shall be entitled to leave their work during working hours for negotiation meetings with management up to and including Conciliation. They shall not lose pay for such time.

4.06 Each employee shall have reasonable access to all contents of her personnel file, for the purposes of reviewing their contents in the presence of her supervisor and union representative if requested. Requests to review file must be submitted in writing and shall be on the employees' own time. Requests will normally be made not more than once per year subject to specific grievances and will normally be granted within three (3) business days of the submission of the request. The employee shall be entitled to make copies of any and all material in his/her file.

Employees shall have the right to have placed on their file commendations from residents and their families, and comments regarding any document in the employee's file.

Employees shall be required to keep the employer updated as to contact information, changes in address, phone, dependants etc.

Where possible the employer shall provide staff with at least two weeks notice of change in policy, posted in the communication book, with a copy to the Local Union President.

Employees shall have the right to respond in writing to any document contained therein. Such reply shall become part of the permanent record.

4.07 Sunset clause - Any letter of warning, suspension or other sanction (except dismissal) will be removed from the record of an employee twelve (12) months following the receipt of such letter, suspension or other sanction provided that the employee's record has been discipline free in the period since.

4.08 Warning

Whenever the Employer or its authorized agent deem it necessary to discipline an employee at the level of a Written Warning or greater, the Employer shall, within seven (7) calendar days thereafter, provide a written copy of the discipline to the Secretary of the union, with a copy to the employee involved.

4.09 Discharge Procedure

No employee shall be discharged, suspended or disciplined without just cause. Such employee, and the Union, shall be advised promptly in writing by the Employer of the reason for such discharge or suspension.

4.10 Unjust Suspension or Discharge

Should it be found upon investigation that an employee has been unjustly suspended or discharged, such employee shall be immediately reinstated in her former position, without loss of seniority, and shall be compensated for all time lost in an amount equal to her normal earnings during the pay period next preceding such discharge or suspension, or by any other

arrangement as to compensation which is just and reasonable in the opinion of the parties or in the opinion of an Arbitrator, if the matter is referred to arbitration.

4.11 Adverse Report

The parties support the principle of progressive discipline. In simple terms this means that the Employer shall first communicate its work and conduct expectations, and that employees should be advised of any Employer dissatisfaction. However, it is recognized that disciplinary action may accelerate and that steps in progressive discipline may be omitted in severe cases.

ARTICLE 5 UNION SECURITY

- 5.01 All employees of the Employer, as a condition of continued employment shall become and remain members in good standing of the Union according to the constitution and by-laws of the Union. All new employees shall, as a condition of continued employment become and remain members in good standing in the Union on completion of a probationary period as outlined in Article 9.03 herein.
- 5.02 The Employer shall deduct from every employee who is a member of the Union, any monthly dues, initiation fees, or assessments levied, in accordance with the Union's constitution and by-laws. The Union and its members shall hold the Employer harmless with respect to any liability which the Employer might incur as a result of deductions and remittances.
- 5.03 Deductions shall be made from each pay and shall be forwarded to the Secretary-Treasurer of the National Union not later than the 15th day of each month accompanied by a list of names and addresses and a telephone number of the employees from whose wages the deductions have been made. This list will also include names of newly hired and terminated employees. A copy of this list shall be forwarded by the Employer to the Local Union President.
- 5.04 The Employer agrees to provide a union representative an opportunity to meet during working hours with new employees during the probationary period for up to fifteen (15) minutes. Such time shall be scheduled by the Employer and shall be without loss of pay if the union representative is scheduled to be at work at that time.
- 5.05 The Employer agrees that they will indicate the amount of union dues deducted on each employee's T4 slip.

ARTICLE 6 GRIEVANCE PROCEDURE

- 6.01 A grievance shall be defined as any difference arising out of the interpretation, application, administration or alleged violation of the Collective Agreement, including any question regarding the arbitrability of an issue.
- 6.02 (a) The Employer acknowledges the right of the Union to appoint up to five (5) Stewards, whose duties shall be to assist any employee whom the Steward represents, in presenting his/her grievance in accordance with the grievance procedure.
- (b) The Grievance Committee, when dealing with the Employer, shall consist of the President and/or Chief Steward, the Steward from the department, area or shift, for which the Steward is responsible and the grievor. Any of the above may be substituted with another member of the Union. However, the committee shall not exceed four (4) in number excluding the National Staff Representative.

- 6.03 (a) The Union acknowledges that the Stewards must continue their regular work duties on behalf of the Employer and that such persons will not leave their duties without first obtaining permission from their supervisor, and on completion of such duties will report back to their immediate supervisor.
- (b) It is agreed that the time spent by the Steward and the employee reviewing a grievance shall be kept to a minimum and that the Employer may limit this privilege except that such limitation shall not be unreasonable. Otherwise, all Union business will be conducted on the employee's own time, except as agreed by the employer.

6.04 Both parties agree that discipline shall be corrective in nature. Therefore, all grievances shall be taken in the following manner:

Step No. 1:

The aggrieved employee shall raise the issue with his/her immediate non-bargaining unit Supervisor in written form, including the date raised with the Supervisor. The employee shall have no grievance until this step has been taken. The Supervisor shall respond within two (2) working days.

Step No. 2:

An aggrieved employee shall discuss his/her complaint with the appropriate Union Steward who shall prepare a written grievance and submit it to the appropriate Director within seven (7) working days of the response at Step 1 but no more than nine (9) working days after the occurrence leading to the grievance. The Director then has seven (7) working days to respond in writing to the Union.

Step No. 3:

If the grievance is not settled in Step 2, the Union shall submit the grievance in writing to the Administrator within seven (7) working days of receipt of the Director's answer to Step No. 2. A meeting will then be held to review the grievance between the Administrator or their designated representative and the employee within seven (7) working days of the date on which the grievance is received. It is understood that at such meeting, the Administrator or their designated representative may have such counsel and assistance as they may desire, and that the employee may have their President and/or Chief Steward, Steward and that the National Representative of the Union may also be present at the request of either the Union or the Employer. The decision of the Administrator or their designated representative shall be given in writing to the Union within seven (7) working days following the meeting.

Step No. 4:

If the grievance is not settled in Step 3, it may be referred, by either the Union or the Employer, to Arbitration for resolution provided that application is made within twenty (20) working days from the date of the Administrator's decision.

- 6.05 (a) In determining the time within which any action is to be taken or completed under the terms of this Agreement, such time limits shall be exclusive of Saturdays, Sundays and defined holidays except where the time limit is expressed in calendar days.
- (b) Either party may be assisted at grievance meetings.

6.06 The Union or the Employer may institute a policy grievance within ten (10) working days following the circumstances giving rise to the grievance which shall be submitted to the Administrator of the Home or the President of the Union at Step 3 as appropriate.

A policy grievance is a grievance concerning a policy of general application and shall not include a grievance concerning an individual employee.

- 6.07 At all stages of the discipline procedure, the employer shall advise the employee of their right to have representation of a steward or an executive committee member. In the event that an employee does not wish the representation, the employee shall be required to sign a form provided by the Employer indicating this and a copy shall be sent to the Union.
- In the event that representation is not available and immediate action is required, the Employer shall contact the Union President by phone and if no answer, leave a voice message, regarding the purpose of the call.
- Where, possible, if there is no union representation available, and the Union President can't be contacted, the employer shall wait until the next business day to conduct the meeting but shall be entitled to send the Employee home.
- 6.08 Any grievance related to unfair suspension / discharge shall be taken up at Step 3 of the grievance procedure.
- 6.09 Grievance on Safety
An employee, or a group of employees, who is requested to work under unsafe or unhealthy conditions (including cases of sexual harassment or other forms of discrimination) shall have the right to file a grievance in the third step of the Grievance procedure for preferred handling.
- 6.10 Mediation
By mutual consent, the parties may agree to use the services of a mediator. The parties agree to share the costs of the mediation.
- 6.11 Replies in Writing
Replies to grievances stating reasons shall be in writing at all stages after Step 1.
- 6.12 Facilities for Grievances
In order to facilitate an orderly and confidential investigation of grievances, the Employer shall make available the temporary use of a private meeting room. The Employer shall also supply the necessary facilities for the grievance meetings and mediation, if any.
- 6.13 Union officers, stewards and committee members shall not lose pay, any rights, privileges and/or benefits, for time spent in order to carry out their functions under this Agreement, including meetings with Management and up to and including grievance mediation at the home or the CUPE office as agreed. [See also Art. 4.04(b)]
- 6.14 Deviation from Grievance Procedure
After a grievance has been initiated by the Union, the Employer's representative shall not enter into discussion or negotiation with respect to the grievance, either directly or indirectly with the aggrieved employee without the participation of the Union. Any action taken, or admission made by the employee without the participation of the Union shall not be admissible at arbitration.

ARTICLE 7 ARBITRATION

- 7.01 A grievance which is not resolved through the grievance procedure may, upon notification to both parties, be referred to a single Arbitrator within twenty (20) working days of the exhaustion of the said procedure. The Arbitrator will be agreed between the parties.
- 7.02 The decision of the Arbitrator shall be final and binding upon both parties.
- 7.03 Each party shall be responsible for one-half (1/2) the fees and expenses of the Arbitrator.

- 7.04 The Arbitrator shall not have the authority to amend, or alter, or add to or modify the terms of this Collective Agreement. However, the Arbitrator shall have authority to substitute such other penalty for the discharge or discipline as the Arbitrator deems just and reasonable in all circumstances.
- 7.05 The Arbitrator shall have the powers contained in the Ontario Labour Relations Act in conducting his or her proceedings which without limiting the generality thereof includes the power to interpret and apply provisions of the Ontario Human Rights Code, the Employment Standards Act, the Ontario Labour Relations Act, and the Occupational Health and Safety Act.
- 7.06 The time limits fixed in both the grievance and the arbitration procedure may be extended by the written consent of the parties to this Agreement.
- 7.07 No grievance shall be arbitrable unless it has been processed in accordance with the time limits in Articles 6 and 7 unless the time limits have been waived or extended.

ARTICLE 8 NO STRIKES OR LOCK-OUTS

- 8.01 The Employer will not cause or direct any lock-out of its employees and the Union and employees will not cause or direct any strike in accordance with HLDAA as amended from time to time and the OLRA as amended from time to time.

ARTICLE 9 SENIORITY

- 9.01 Seniority shall be measured in terms of hours worked since date of hire plus hours otherwise scheduled but not worked because of leaves provided by law or under this Agreement. Examples of such leaves would be pregnancy/parental leave, WSIB, holidays or sick time.
- A part-time employee shall be credited with one (1) year's seniority for every 1950 hours worked plus hours otherwise scheduled but not worked because of leaves provided under this agreement.
- Seniority shall operate on a bargaining-unit-wide basis.
- 9.02 The Employer shall maintain a seniority list for employees in the bargaining unit. An up-to-date seniority list shall be sent to the Union and posted on the main bulletin boards in January and July of each year.
- 9.03 (a) A newly hired employee shall be considered on a probationary period until they have worked six hundred (600) hours. During the probationary period, employees shall be entitled to all rights and privileges of this Agreement unless otherwise specified.
- (b) The parties acknowledge that the probationary period affords the Employer an opportunity to assess an employee and it is therefore agreed that the dismissal of a probationary employee is not subject to just cause but rather shall be at the discretion of the Employer provided in the Employer's opinion it can provide a rational basis for the dismissal which is not contrary to the *Human Rights Code*.
- (c) After completion of probation, the employee will be placed on the seniority list with their last date of hire and total seniority hours since last date of hire.
- 9.04 An employee shall lose his/her seniority and be terminated if he/she:
- (a) retires or voluntarily resigns and does not revoke the resignation within twenty-four (24) hours;

- (b) is discharged for just cause and not reinstated;
- (c) fails to contact the Employer within seven (7) days of recall from layoff in order to arrange a date to return to work after being notified by courier, delivered to the last known address of the employee on the Employer records. It shall be the responsibility of the employee to keep the Employer informed of their current address;
- (d) is laid off for more than twenty-four (24) continuous months;
- (e) is absent from work for three (3) consecutive days without reasonable explanation
- (f) is absent from work with a reasonable explanation for three (3) consecutive days but who failed to give notice of his/her such absence unless the employee demonstrates that such notice was not reasonably possible

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

In the event an Employee transferred out of the bargaining unit is returned to the bargaining unit within a period of six (6) calendar months he or she shall accumulate seniority during the period of time outside the bargaining unit.

ARTICLE 10 JOB POSTING

- 10.01 (a) A temporary vacancy anticipated to be less than (6) six weeks in duration shall not be posted unless otherwise agreed between the Employer and the Union.
Such vacancies shall be filled according to the call-in procedure in Articles 12.07 and 12.08.
- (b) Within seven (7) calendar days of the Employer declaring a vacancy occurring by reason of termination, promotion, permanent transfer or the creation of a new position within the bargaining unit, or fourteen days on agreement of the parties which agreement shall not be unreasonably withheld, the Employer shall post notices of the position on the Employer's and the Union's locked bulletin boards for not less than seven (7) calendar days. The Local Union President shall receive a copy of the posting at the time it is posted.
- (c) An unsuccessful applicant shall, upon request, receive the reasons in writing for not being given the position.
- (d) If a posting is for a temporary period longer than 6 weeks but no more than 12 months duration, it shall say so. At the end of the temporary period the successful applicant and the person who temporarily filled the successful applicant's position shall be returned to their former positions. In the event that a part-time employee is the successful applicant, the said employee shall retain his/her part-time status during a limited full-time position. An employee filling a temporary vacancy of 6 weeks or longer duration shall not bid on any other temporary posting, of less than 6 months, which overlaps the temporary position.
- (e) The Employer shall consider all employee requests for transfer or promotion before considering outside applicants. The name of the successful applicant shall be posted on the Employer's bulletin boards and a copy shall be provided to the Local Union President.
- 10.02 Such notice shall stipulate the position open, qualifications required, department, shifts and wages.

- 10.03 In making staff transfers or promotions, appointment shall be made of the senior applicant who has required qualifications and who possesses the skill, ability and experience to meet the normal requirements of the job. The Employer agrees to consider all internal applicants before considering any external applicants.
- 10.04 The Employer may temporarily fill a vacancy during the posting period (or for such longer period as may be mutually agreed). Appointment of an employee shall be made within seven (7) calendar days of the posting period except where a different timing of a vacancy is noted on the posting.
- 10.05 A trial period of twenty (20) shifts shall follow each appointment by job posting to a permanent vacancy, during which time an employee who fails to satisfactorily meet the requirements of the job may be returned or choose to return to their former position. Those promoted or transferred as a consequence of the initial appointment shall also be returned to their former positions and the new vacancy will be filled from amongst the applicants on the original posting in accordance with Article 10.01. Half way through the trial period the Employer shall meet with the employee to discuss any issues.
- 10.06 The original and the first two resulting vacancies shall be posted.
- 10.07 (a) An employee who is disabled as defined in the *Human Rights Code* or the *Workplace Safety and Insurance Act*, if applicable, so that she is unable to perform her regular duties will be accommodated to the point of undue hardship.
- (b) If there is a vacancy which the disabled employee can satisfactorily perform, she will be placed in that vacancy which will then not be posted.
- 10.08 When an employee will be absent on vacation, and/or a leave, the employee may advise her Manager, in writing with resume and cover letter attached, and no more than seven (7) days prior to beginning the vacation, that she wishes to be considered for any potential job posting which might arise during her vacation. The written notice must specify the job or position for which the employee wishes to be considered. If such a job or position then arises during the employee's vacation, the written notice will be considered an application. The written notice is only valid during the period of absence immediately following its delivery to the Manager.

ARTICLE 11 LAY-OFFS AND RECALLS

11.01 Definition

Lay-offs, under the provisions of this Collective Agreement, shall include the reduction of daily or bi-weekly hours to less than those identified on the Job Posting for which the employee applied. This shall apply to both full-time and part-time employees.

- 11.02 (a) In the event of lay-off, employees shall be laid off in reverse order of seniority within their classification, provided that those who remain are able to meet the normal requirements for the remaining work.
- (b) An employee who is subject to a lay-off shall have the right to either:
- (i) Accept the lay-off; or
 - (ii) Displace the most junior employee in their classification with the same or lesser number of regularly scheduled hours provided they are able to meet the normal requirements for the remaining work and possess the required qualifications. Failing that, the employee can look to displace the most junior employee in another

classification with the same or lesser number of regularly scheduled hours provided they are able to meet the normal requirements for the remaining work and possess the required qualifications.

(iii) An employee wishing to exercise his/her displacement rights shall advise the Employer within six (6) calendar days of the issuance of the notice of lay-off.

(c) Recall

(i) Prior to permanently recalling an employee to a classification the Employer shall first post the vacancy for a period of seven (7) calendar days in accordance with Article 10.

(ii) Recall to a classification shall be by seniority subject to the requirements of Article 11.02 (b) (ii).

(iii) No new employees shall be hired into a classification until (i) and (ii) above have been completed.

(iv) An employee who has been recalled as in Article 11.02 (c) shall be notified of the classification, date and time at which the employee shall return to work. The employee shall return to work within seven (7) calendar days of such notice unless a later recall date is stipulated.

(v) 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.

11.03 Except in the case of emergency, the Employer shall give the employees who are to be laid off six (6) weeks advance notice, or notice provided by the *Employment Standards Act*, whichever is greater, before the lay-off is to be effective. If the Employer gives less than six (6) weeks advance notice, the employee will receive one (1) day's pay at his/her regular straight time for each regular scheduled shift that the notice given is less than six (6) weeks. It is understood that the Employer shall endeavour to give notice of greater than six (6) weeks, if at all possible to do so.

11.04 The Employer shall advise the Union National Representative in advance of any notice of layoff.

11.05 The Employer and the Union will meet through the Labour-Management Committee to review the reasons and the expected duration of the lay-off, any realignment of service or staff, and its effect on employees in the bargaining unit.

11.06 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.

ARTICLE 12 HOURS OF WORK

12.01 (a) The scheduled hours and days of work of each employee shall be posted in appropriate places at least two (2) weeks in advance for four (4) weeks at a time.

(b) The normal hours of work for full-time employees shall be 7½ hours per day exclusive of an uninterrupted unpaid thirty (30) minute meal break except for:

(i) dietary personnel who have a normal work day of 7¼ hours, exclusive of an uninterrupted unpaid thirty (30) minute meal break; and

- (ii) for some RPN's who have a normal work day of 11¼ hours, exclusive of an uninterrupted unpaid forty-five (45) minute meal break.

The normal days per week shall be five (5) days per week with a week being the period from Monday to Sunday.

- (c) In no instance will any employee be scheduled to work more than five (5) consecutive days without receiving a day off, unless otherwise mutually agreed between the employee affected and the management.
- (d) Nothing in this article shall be construed as a guarantee of hours per day or per week.
 - (i) 'Split shift' shall mean two periods of work in the same calendar day which are separated by more than the unpaid meal break but shall not include a call-in overtime assignment or regularly scheduled shifts on successive days which extend from one day into the next.
 - (ii) No employee shall be scheduled to work a split shift.
 - (iii) This does not prohibit an employee's agreement to work regularly scheduled split shifts with the concurrence of the Union President.

12.02 No scheduled time will be changed after posting unless such changes are arranged by mutual agreement confirmed in writing or by call-ins, job posting, overtime assignment, recalls or lay-offs, or shift exchanges.

- 12.03 (a) In each seven and one-half (7½) hour shift there will be an unpaid one-half (½) hour lunch break, and two (2) fifteen (15) minute paid rest periods.
- (b) The employee must report to her immediate supervisor prior to leaving his/her work area and on return for any rest or lunch period. Permission to leave will not be unreasonably withheld.

12.04 Employees shall receive breaks as follows:

Length of Shift	Paid 15 Minute Break	Unpaid Meal Break
Up to but not including 4 hours	--	--
4 hours up to but not including 7.5 hours	1	1 X 30 minute per shift in a shift of 5 hours or more
7.5 hours up to 9 hours	2	1 X 30 minute per shift
More than 9 hours to 12 hours	3	1 X 45 minute per shift

- 12.05 (a) The practice of scheduling every second (2nd) weekend off shall continue where possible. No employee shall be scheduled in accordance with Article 12.01 to work more than two (2) weekends in a row in any one (1) month period. Notwithstanding the foregoing, where weekend shifts are available it is specifically agreed that a part time employee may indicate a willingness in writing to be scheduled for extra weekends rather than having every second weekend off where possible and, in such circumstances, scheduling that employee for more weekends shall be permitted. An employee can withdraw her/his willingness by giving notice in writing, to be effective the next posted schedule.

- (b) Hours scheduled for part-time employees to replace persons on vacation will, where possible, be scheduled for employees in the same classification with not more than three (3) (two (2) in the case of twelve (12) hour shifts) shifts per employee per week until all such part-time employees have been offered, in order of seniority, three (3) (two (2) in the case of twelve (12) hour shifts) shifts in the week. In the event that all such employees have been offered three (3) (two (2) in the case of twelve (12) hour shifts) shifts in the one (1) week period and there are unfilled vacation replacement shifts remaining, the remaining shifts will be offered in the same manner.

12.06 Standard/Daylight Savings Time

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

12.07 Shift replacement shall mean calling into work an employee who is not scheduled to work.

12.08 (a) In the case of a shift replacement, an employee who is assigned less than three (3) hours of work shall be paid for a minimum of three (3) hours at their applicable hourly rate unless they are entitled to receive overtime pay for such hours.

(b) (i) "Available" means listed in the availability book for the classification. An employee who is not available within her classification shall not be available in another classification.

(ii) Shift replacement will be offered in the same sequence as in Article 12.09 (c) by seniority from those identified in the availability book as being available. The most senior candidate will be made aware of all shift replacement shifts available at the time and may take up to three (3) shifts per call (two (2) in the case of twelve (12) hour shifts). If more shifts than three (3) (two (2) in the case of twelve (12) hour shifts) are available at the time of the shift replacement the employer will move to the next senior candidate available and so on.

(iii) A person shall be "qualified" for shift replacement to work in a different classification if she can bump into that classification under Article 11.02(b).

(c) Shift replacement shall be made in the following sequence:

(i) available part-time employees in the same classification in seniority sequence;

(ii) part-time employees in the same classification who did not sign the availability book in seniority sequence.

(iii) available, qualified employees in other classifications in seniority sequence.

(iv) full-time employees in the same classification in seniority sequence;

(v) the Employer may skip a person if the shift replacement would result in overtime pay considering hours already worked plus remaining hours scheduled in the pay period or if the employee has indicated in writing they are not available;

(vi) an employee who believes she has been missed for a shift replacement may review the shift replacement records. An error shall be remedied by a future additional shift replacement opportunity.

12.09 Shift and Weekend Premium

- (a) The Employer shall pay a shift premium of thirty cents (30¢) per hour for all hours worked between the hours of 6:00 p.m. and 6:00 a.m.

In addition to the regular shift premium, the Employer shall pay a weekend premium of thirty-five cents (\$0.35) per hour for all hours worked between Friday 10:00 pm and Sunday 10:00 pm. Effective August 30th, 2024 the weekend premium shall be increased to forty cents (\$0.40) per hour.

ARTICLE 13 OVERTIME

- 13.01 When an employee who is so authorized works in excess of seven and one-half (7½) hours daily or the employee's scheduled shift, whichever is the greater, or seventy-five (75) hours bi-weekly, she shall be paid at one and one-half (1½) times his/her regular hourly earnings for each hour in excess thereof.
- 13.02 An employee shall be paid time and one-half for all hours worked on a holiday listed in Article 14.01.
- 13.03 If an employee reports for work at the regularly scheduled time for their shift, they will be entitled to a minimum of four (4) hours pay at not less than their regular rate, unless previously notified by the Employer to the contrary. This section shall not apply in case of emergency nor shall it apply to employees returning to work without notice after absence.
- 13.04 Employees may change shifts with one another. Such change must be requested on the form provided and requires the approval of the Director or designate. It is understood that the approval will not be unreasonably withheld and that no overtime claim resulting from such exchange will be allowed.
- 13.05 An employee may have her assigned shift worked by another employee according to the following. Such change must be requested on the form provided. Both the employee giving the shift and the employee receiving the shift shall sign the form indicating their consent to the arrangement. Such assignment from one employee to the other requires the approval of the Director or designate. It is understood that the approval will not be unreasonably withheld but in no circumstances will an employee be entitled to avail herself/himself of this right more than three (3) times in a calendar year. It is understood that no overtime claim resulting from the assignment from one to the other will be allowed.
- 13.06 No employee will be required to take time off from their scheduled shift in order to avoid overtime payment of time and one-half (1½) unless such change is mutually agreed between the employee and the Employer.
- 13.07 All employees shall be regularly scheduled to have sixteen (16) consecutive hours off between seven and one-half (7½) hour shifts, or twelve (12) consecutive hours off between eleven and one-half (11½) hour shifts.
- 13.08 When an employee is called in to work within one-half (½) hour after the starting time of the shift and the employee commences work within one (1) hour of receiving the call, they shall be paid from the starting time of the shift.
- 13.09 Whenever practicable, overtime shall be given in order of seniority to the employees who are willing and qualified to perform the work that is available.

ARTICLE 14 HOLIDAYS

14.01 The following holiday provisions apply to all active employees as per the *Employment Standards Act*:

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

Plus one "Float Holiday".

14.02 Float Holiday

"Float Holiday". Float days to be scheduled on agreement of the employee in question and the employer.

14.03 In order to qualify for holiday pay, an employee must work their full scheduled shift immediately preceding and following the holiday, unless the absence is due to illness, workmen's compensation, vacation, or approved leave of absence in which case the employee will receive holiday pay if she has worked in the previous month. An employee may be required by the Employer to produce proof of inability to work because of illness in the form of a certificate signed by a legally qualified medical practitioner for any absence due to illness. Such certificate shall clearly indicate the name of the medical practitioner.

14.04 Any employee scheduled to work on a holiday and who does not report for work shall forfeit their holiday and holiday pay unless the absence is due to illness, workmen's compensation, vacation, or approved leave of absence in which case the employee will receive holiday pay if she has worked in the previous month. An employee may be required by the Employer to produce proof of inability to work because of illness in the form of a certificate signed by a legally qualified medical practitioner for any absence due to illness. Such certificate shall clearly indicate the name of the medical practitioner.

14.05 When a full-time employee is scheduled to be off on any of the above named paid holidays, pay will be granted at 7¼, 7½ or 11¼ hours (as the case may be) at the regular rate of pay. A part-time employee's pay will be calculated in accordance with the *Employment Standards Act*.

14.06 If a holiday is observed on an employee's regular day off, the employee shall receive an additional day off in lieu thereof, unless it is mutually arranged with the Employer that the employee shall receive a day's pay in lieu of the additional day off.

14.07 An employee who works on a holiday shall have the option to receive time and one-half (1½) plus the holiday pay and may take another day off without pay to run consecutive to his/her other scheduled days off by mutual agreement between the supervisor and employee. Preference for lieu days shall be by seniority order.

Employees electing to take lieu time may request their lieu time anytime in the three (3) month period following the date of the holiday.

14.08 The Employer will make every reasonable effort to grant employees at least either Christmas or New Year's off, with the day to alternate in each year, and to provide three (3) consecutive days to include either Christmas or New Years, providing that extra premium pay is not required and employees co-operate in having their schedules adjusted during the period of December 15 to January 5 to accommodate all employees having either Christmas or New Year's off in each year.

14.09 An employee who is scheduled to work a statutory weekend, and where the statutory holiday falls on the Monday, will work both the weekend and the statutory Monday.

An employee who is not scheduled to work a statutory weekend, and where the statutory holiday falls on the Monday, will not work both the weekend and the statutory Monday.

The foregoing shall not apply to employees or positions on twelve (12) hour shifts.

ARTICLE 15 NO PYRAMIDING

15.01 In no event shall any employee receive a rate of pay for any hour in excess of one and one-half (1½) times their normal hourly rate unless the Agreement expressly so provides.

15.02 In no event shall there be any pyramiding of pay or benefits unless the Agreement expressly so provides.

ARTICLE 16 VACATIONS

16.01 All employees shall be required to schedule their vacation each year, subject to their right to carry over one (1) weeks' vacation entitlement as provided in Article 16.09(b).

16.02 Vacation Time Entitlement

Employees shall earn their level of vacation time based on length of service including maternity, paternity, and WSIB absences from the employee's most recent hire date.

16.03 Vacation Requests for Staff

(a) The availability of vacation time and the number of persons who may take vacation at any one time will be subject to the reasonable operations and scheduling requirements of the Employer.

(b) Subject to the foregoing and to the competing claims of senior employees, the Employer will make every reasonable effort to grant an employee the first two (2) weeks of his/her annual vacation in consecutive weeks off.

(c) Not more than two (2) weeks of vacation may be scheduled under 16.03 (a) for the period June 1 - August 31.

16.04 Vacation Request List

(a) The Administrator will post, by February 28th of each year, a vacation request list for the period June 1 to August 30 of that year. Employees will signify their vacation choice in order of seniority by March 31st. Confirmation of vacation requests will be posted by May 31st. Vacation requests outside the June to August period may be requested by written request to the employee's Supervisor; such requests are subject to Articles 16.01, 16.02 and 16.03 (c).

(b) Requests for individual vacation days and for a third week of vacation during the period June 1 - August 31 shall not be considered until after the posting of the confirmed vacation scheduled under Article 16.03 (a)

- (c) The Employer may deny vacation requests for the period December 15 to January 5 of each year. This provision does not restrict management's scheduling rights under Article 16.02 (a).
- (d) Vacation times available after the confirmed vacation schedule has been posted will be granted in accordance with the date of written request. Seniority will only govern amongst requests submitted on the same day.

16.05 Vacation Pay Entitlement

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

Full-time:

Less than 1 year of service	10/12 of a working day for each month worked at 4% of total earnings
After 1 year of service	2 weeks
After 3 years of service	3 weeks
After 8 years of service	4 weeks
After 15 years of service	5 weeks
After 25 years of service	6 weeks
After 28 years of service	7 weeks

Part-time:

Less than 1950 hours of service	4% of total earnings
After 1950 hours of service	4% of total earnings
After 5850 hours of service	6% of total earnings
After 15,600 hours of service	8% of total earnings
After 29,250 hours of service	10% of total earnings
After 48,750 hours of service	12% of total earnings
After 54,600 hours of service	14% of total earnings

- (b) Full-time employees shall not waive their vacation and draw double pay. Vacation accrual for full-time employees will be paid on the normal pay day during their vacation.
- (c) Part-time employees with unused balance of accrued vacation pay will be paid on the first full pay period in July.
- (d) Vacation pay shall be calculated at the appropriate corresponding percentage of gross earnings (less benefits) per week of entitlement. Increases in entitlement and the accrual of pay at the new rate shall commence on the first full pay period after the date at which the increase is due.
- (e) When a part-time employee accepts a full-time position when there is accrued but unpaid vacation time existing to their credit, the employee shall have the following options:
 - (i) accept an immediate payout of accrued but unpaid vacation pay; or
 - (ii) leave the vacation pay accrual from the previous year to draw upon for paid vacation calculated on the same basis as described in 16.04(b).

16.06 When employment is terminated before the employee has received vacation time and/or pay, their vacation pay owing shall be paid out according to the *Employment Standards Act*.

16.07 Illness During Vacation:

Where an employee's scheduled vacation is interrupted due to a serious illness requiring the employee to receive medical attention, the employee shall notify the Employer forthwith and, upon presentation of a medical certificate, shall be deemed to not have been on vacation for the days in question and shall have his/her vacation credits for those days reinstated.

16.08 Requests for vacation for periods not scheduled pursuant to Article 16.03 shall be on the approved form. A photocopy of the signed approved/denied form shall be returned to the employee within seven (7) days.

16.09 (a) Vacation during the first twelve (12) months of employment may only be taken during the period September 1 through May 31. Such vacation shall be limited to the amount accrued to-date.

(b) Vacation time accrued as of June 30 in any year but not taken or scheduled by September 1 shall be scheduled by management in consultation with the employee prior to December 15 of that year. Up to one week's vacation entitlement can be carried forward. Such carry forward may only be utilized outside the period December 15 - January 5 and until September 1st of the following year (provided it is scheduled by September 1 of the following year and subject to Article 16.02 (c)).

16.10 Holidays During Vacation

If a paid holiday falls on or is observed during an employee's vacation period, the employee shall be granted an additional day's vacation with pay for each holiday, in addition to the employee's regular vacation time. This day will be added to the end of the currently booked vacation unless requested to be used by the employee at another time.

16.11 Vacation Pay on Termination

An employee terminating her employment at any time in her vacation year before she has had her vacation shall be entitled to a proportionate payment of salary or wages in lieu of such vacation.

ARTICLE 17 SICK LEAVE

17.01 Full-time employees shall accrue sick leave credits at the rate of $\frac{3}{4}$ of a day's credit for each month of service, to a maximum of nine (9) days credit per year. Full-time employees shall be entitled to carryover up to nine (9) days unused sick leave credit, to a maximum cap of eighteen (18) days.

17.02 Medical Certificates

(a) An employee may be required by the Employer to produce proof of medical inability to work or medically required restrictions in the form of a certificate signed by a Medical Doctor or a Certified Nurse Practitioner (or, where appropriate, by a Dentist) for:

(i) any absence due to illness or injury where the Employer has notified the employee in writing in advance of such requirement and the requirement is reasonable in the circumstances.

(ii) any claim for accommodation.

(b) When the certificate relates to an absence it shall be signed during the period of absence or, in the case of a certificate of fitness to return to work, prior to the return to work.

- (c) Where the Employer requires a medical certificate be provided under this article the Employer will reimburse the employee for the Medical Certificate to a maximum of thirty-five dollars (\$35.00).
- (d) An employee will be able to access up to two (2) of their accrued sick leave days to attend to illness to the immediate family.

17.03 If possible, employees shall provide the Employer with reasonable advance notice of any absence due to illness.

ARTICLE 18 WORKPLACE SAFETY & INSURANCE BOARD

18.01 Where an employee is absent due to illness or injury which is compensable by the Workplace Safety & Insurance Board:

- (a) The Employer shall pay their share of any and all health and welfare benefits for the first twelve (12) months of absence due to Workplace Safety & Insurance.
- (b) Subsequent to the period referred to in (a) above, benefit coverage may be continued by the employee provided the employee pays the total cost of the premiums to the Employer for each monthly period during the absence.
- (c) An employee absent from work twenty-four (24) months or less while on Workplace Safety & Insurance shall be returned to her original position provided they are qualified to do the work required. An employee absent from work in excess of twenty-four (24) months while on Workplace Safety & Insurance shall be offered a position provided they are qualified to do the work required.

18.02 Duty to Accommodate:

Where it is necessary under the *Human Rights Code* or the *Workplace Safety and Insurance Act* to accommodate an employee by providing modified employment the Employer and the employee will agree on an appropriate plan of action.

18.03 The Employer will provide to the employee a completed copy of Form 7 and the employee will provide a completed copy of Form 6.

ARTICLE 19 HEALTH AND WELFARE PLAN FOR FULL-TIME ACTIVE EMPLOYEES

19.01 For full-time employees who have completed probation, and who are actively working or on pregnancy or parental leave, or who are receiving WSIB benefits, or who are on any absence of less than 30 calendar days, the Employer shall pay 100% of the billed premiums for the following coverage:

- (a) The Employer agrees to pay the billed premium of the **Extended Health Care** Medical Insurance Plan.
- (b) The Employer agrees to pay the billed premium of a **Group Life Insurance** Plan providing twenty-five thousand dollars (\$25,000) of coverage for each employee.
- (c) The Employer agrees to pay the billed premium for a **Dental Plan** providing ninety per cent (90%) co-insurance of the previous year's O.D.A. rates for all employees enrolled in the plan.

- (d) The **Drug Plan** requires generic substitution for drugs covered by the plan unless otherwise prescribed by the employee's doctor. It is understood that employees will continue to be provided with a prescription identification drug card.
 - (e) **Private duty nursing** at home when medically necessary, to a maximum of ten thousand dollars (\$10,000) for a maximum of twelve (12) months per condition.
 - (f) **Paramedical:** Services of a licensed chiropractor, osteopath, podiatrist, naturopath, chiropodist, speech therapist or massage therapist to a maximum of four hundred dollars (\$400) per person per benefit year, per speciality.
 - (g) Services of a licensed or registered **Physiotherapist** to a maximum of three hundred dollars (\$300) per person per year.
 - (h) Services of a licensed **Psychologist**, to a maximum of three hundred dollars (\$300) per person per benefit year.
 - (i) **Vision Care:** up to one two hundred and seventy-five dollars (\$275.00) per person in any twenty-four (24) consecutive months and one eye exam per year. Effective August 30th, 2024 the vision care shall increase to three hundred and fifty dollars (\$350.00) per person in any twenty-four (24) consecutive months and one eye exam per year.
 - (j) **Hearing Aids**, including repairs and batteries to a maximum of five hundred dollars (\$500) per person per three (3) benefit years.
 - (k) **Orthotics:** four hundred dollars (\$400) per person per three (3) benefit years.
 - (l) **Orthopaedic devices:** one hundred and fifty dollars (\$150) per person per year.
 - (m) **Surgical Brassieres:** four (4) per person per year.
 - (n) **Employee Assistance Program:** The Employer shall continue the practice in place as of October 12, 2022, regarding the Employee Assistance Program.
- 19.02 Employees become eligible for participation at the start of the first full calendar month following completion of probation.
- 19.03 Entitlement to a particular claim is determined by the insurer.
- 19.04 Change of Carrier: It is understood that the Employer may, at any time, substitute another carrier for any plan provided the plan includes the coverage listed in Article 19 and in the Canada Life Employee Benefit Book in effect on November 1, 2021.
- 19.05 Percentage in Lieu for Part-time Employees: Part-time employees regularly scheduled to work less than forty-eight (48) hours per two week pay period shall be paid an allowance of per cent (10%) of their regular rate of pay per hour worked above their regular rates of pay as set out in Schedule "A" hereto attached, in lieu of all forms of health, welfare and fringe benefits including sick pay, but this percentage does not include payment for vacations or holidays.
- 19.06 Upon request, the Union shall be provided with a current copy of the Master Policy of all insured benefits.

ARTICLE 20 BEREAVEMENT LEAVE

- 20.01 An employee requiring time off from work to make arrangements and to attend the funeral or memorial services (or equivalent) in the event of the death of a member of their family will be paid for scheduled hours missed from work as defined below:
- (a) Employee's current spouse (marital/life partner), child, step-child, parent or step-parent: five days;
 - (b) Employee's immediate family – means employee's, sister, brother, step-sister, step-brother, half-sister, half-brother, grandchild, step-grandchild, current sister-in-law, brother-in-law, parents-in-law, grandparents and spouse's grandparent – three days.
 - (c) Aunt and uncle of the employee - one (1) day.
 - (d) Where the burial occurs at a locale in excess of 800 km, such leave shall include reasonable travelling time, the latter not to exceed five (5) days without pay. Additional days without pay may be granted. Such days shall be deemed to constitute Emergency Leave Days under the Employment Standards Act, 2000.
- 20.02 Bereavement leave shall be granted at any time within seven (7) calendar days of the death and/or memorial service of the family member. An employee requesting bereavement leave will be expected to notify their Department Supervisor as soon as possible of the need for such leave.
- 20.03 Employees will be eligible to receive payment for bereavement leave if, at the time of the death, the employee is on vacation leave or any other leave of absence in which they are receiving payment. An example of other paid leave would be a statutory holiday.
- 20.04 Additional unpaid leave may be granted if individual circumstances warrant and at the discretion of the Administrator, and in accordance with the *Employment Standards Act*. Such request shall not be unreasonably denied.

ARTICLE 21 PREGNANCY, PARENTAL, ADOPTION, PERSONAL, SELF-ISOLATION AND EDUCATION LEAVE

- 21.01 (a) Pregnancy and parental leaves will be granted in accordance with the *Employment Standards Act* of Ontario unless otherwise amended.
- (b) 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.
 - (c) The employee shall give the Employer four (4) weeks notice, in writing, of the day upon which she intends to commence her leave of absence, unless impossible, and furnish the Employer with a certificate of a legally qualified medical practitioner stating that she is pregnant and giving the estimated day upon which delivery will occur.
 - (d) The employee must have started employment with her Employer at least thirteen (13) weeks prior to the expected date of birth.
 - (e) The employee shall give at least four (4) weeks' notice of her 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 her intention to do so, and furnishing the Employer with a certificate of a legally qualified medical practitioner stating that she is able to resume her work.

- (f) Additional leave of absence may be taken under Parental Leave.
- (g) The employee does not have any vested right except to receive payment for the covered unemployment period. The plan provides that payments in respect of guaranteed annual remuneration or in respect of deferred remuneration or severance pay benefits are not reduced or increased by payments received under the plan.
- (h) An employee who does not apply for leave of absence under 21.01 (b) and who is otherwise entitled to pregnancy leave, shall be entitled to and shall be granted leave of absence in accordance with 21.01 (b) upon providing the Employer, before the expiry of two (2) weeks after she ceased to work, with a certificate of a legally qualified medical practitioner stating that she was not able to perform the duties of her employment because of a medical condition arising from her pregnancy, and giving the estimated day upon which, in her opinion, delivery will occur or the actual date of her delivery.
- (i) An employee who intends to resume her employment on the expiration of the leave of absence granted to her 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 her former job, and former shift if her shift was designated.

All employees who fill vacancies as a result of the above absences shall likewise be returned to their former permanent positions.
- (j) 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 her 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 21.01 (i).
- (k) Such absence is not an illness under the interpretation of this Agreement, and sick leave benefits cannot be used.
- (l) Credits for service for the purpose of salary increments, vacations, or any other benefit included and prescribed under the *Employment Standards Act* shall continue and seniority shall accumulate during the leave.
- (m) Pregnancy Leave shall be subject to sections 46(3) and (6) and 47(1)(b)(ii) of the *Employment Standards Act* which shortens the Leave in the cases of still-birth and miscarriages.
- (n) The employee shall provide at least four (4) weeks' written notice if the employee intends to terminate their employment during the leave pursuant to section 47(4) of the *Employment Standards Act*.
- (o) 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 she intends to take parental leave.
- (p) The Employer will continue to pay its share of the contributions of the subsidized employee benefits, including pension, in which the employee is participating for a period of up to seventeen (17) weeks while the employee is on pregnancy leave.

21.02 Parental Leave

- (a) An employee who becomes a parent, and who has been employed for at least thirteen (13) weeks immediately preceding the date of the birth of the child or the date the child first came into care or custody of the employee, shall be entitled to parental leave.
- (b) A "parent" includes: the natural mother or father of the child, a person with whom a child is placed for adoption and a person who is in a relationship with the parent of the child and who intends to treat the child as her or his own.
- (c) Parental leave must begin within seventy-eight (78) weeks of the birth of the child or within seventy-eight (78) weeks of the day the child first came into the custody, care and control of the parent. For employees on pregnancy leave, parental leave will begin immediately after pregnancy leave expires. Parental leave shall be granted for up to sixty-one (61) weeks in duration if the employee also took pregnancy leave and sixty-three (63) weeks in duration if she did not.
- (d) An employee not on pregnancy leave requesting parental leave shall give the Employer four (4) weeks' written notice of the date the leave is to begin.
- (e) Parental leave ends sixty-one (61) weeks or sixty-three (63) weeks after it began, as the case may be, or on an earlier day if the employee gives the Employer at least four (4) weeks' written notice of the day.
- (f) For the purposes of Parental Leave, the provisions under 21.01 (a), (d) (e) (f) and (g) of Pregnancy Leave shall also apply.
- (g) Credits for service and seniority shall accumulate for a period of up to 17 weeks while an employee is on parental leave on the basis of what the employee's normal regular hours of work would have been.
- (h) The Employer will continue to pay its share of the contributions of the subsidized employee benefits, including pension, in which the employee is participating for a period of up to 17 weeks, while the employee is on Parental Leave.
- (i) The *Employment Standards Act* shall govern all issues not specifically dealt with in this Agreement

21.03 The employee returning from a leave under Article 21.01 shall provide four (4) weeks' written notice of her desire to return to work.

21.04 SUB Plan

An employee who is on pregnancy and/or parental leave as provided under this Agreement and has applied for and is in receipt of Employment Insurance pregnancy/parental benefits pursuant to sections 18 and 20 of the *Employment Insurance Act, 1971*, shall be paid a supplemental unemployment benefit. That benefit will be equivalent to the difference between seventy-five percent (75%) of her regular weekly earnings and the sum of his/her weekly rate of Employment Insurance benefits and any other earnings.

Such payment shall commence following completion of the one (1) week Employment Insurance waiting period and receipt by the Employer of the employee's Employment Insurance cheque stub as proof that he/she is in receipt of Employment Insurance pregnancy/parental benefits, and shall continue while the employee is in receipt of such benefits for a maximum period of fifteen (15) weeks.

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

The employee does not have any vested right except to receive payment for the covered unemployment period.

21.05 Personal Leave:

The Employer may grant leave of absence without pay for personal reasons of up to four (4) weeks duration. Leave of absence must be requested four (4) weeks prior to the commencement of the desired leave, in writing, and stating the date that the leave will commence and the planned date of return. In case of emergency, the four (4) weeks notice may be waived.

21.06 Where the absence for personal leave extends beyond four (4) consecutive weeks:

- (a) Vacation and seniority credits shall continue to accumulate only during the first four (4) weeks of any personal leave except in the case of a personal leave to care for a sick spouse, child or parent. Seniority (only) and service shall be maintained but not accumulate further for the duration of the leave.
- (b) The Employer shall continue Group Insurance payments during a personal leave, up to a maximum of four (4) weeks duration. Beyond the four (4) weeks, the employee may continue their coverage in the plans by contributing the full cost of the premiums to the Employer in advance of the 15th of the month prior to the month for which the contribution is made and the Employer will make the payments to the respective carriers.

Employees requesting personal leave may be required to use vacation credits first.

21.07 Self-Isolation Leave

If an employee is required to self-isolate as a result of the Employer policy or at the direction of the Employer, and if the employee is not entitled to WSIB benefits for the period of such self-isolation, the employee will be entitled to use sick-leave, vacation, or lieu entitlements for any hour of work lost during such period.

21.08 Education Leave:

If required by the Employer for the employee's current classification, an employee shall be entitled to a leave of absence with pay and without loss of seniority and benefits to write examinations to upgrade his or her employment qualifications. Where employees are required by the Employer to take a course to upgrade or acquire new employment qualifications, the Employer shall pay the tuition and approved expenses related to the course and shall adjust the employee's schedule to ensure no loss of regular straight time pay. This includes courses required by the Ministry that do not exceed one (1) day in length.

21.09 For educational requests not required by the Employer, subject to operational requirements, the Employer will make every reasonable effort to grant requests for necessary changes to an employee's schedule to enable attendance at a recognized up-grading course or seminar related to employment with the Employer.

21.10 Where the Employer requests an employee take a course on training or upgrading, the employee's hours shall be adjusted to ensure that no time is lost.

21.11 All mandatory in-services shall be considered time worked but shall not be subject to any minimum number of hours if it occurs on a call-in or a scheduled short shift comprised of in-service training only. In-service training occurring during a call-in or short shift shall not count as hours worked for purposes of overtime entitlement.

ARTICLE 22 JURY DUTY

22.01 If an employee is required to serve as a juror in any Court of Law, or is required to attend as a witness in a Court proceeding in which the Crown Attorney is a party, or is required by a subpoena to attend a Court of Law in connection with a case arising from the employee's duties for the Employer, (this Article does not apply to Arbitration except where an employee is subpoenaed as a witness by the Employer) the employee shall not lose regular pay because of such attendance provided that the employee:

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

It is understood that an employee required to attend Court regarding an Employer related case, as provided above, on his/her scheduled day off will be paid his/her regular pay for such day, and the day off will be rescheduled within thirty (30) days.

ARTICLE 23 UNION LEAVE OF ABSENCE

23.01 The Employer shall grant, on request of the Union, leaves of absence to employees, without pay to attend Union Conventions or seminars.

23.02 (a) The Union agrees to limit the request for leave of absence, as outlined above, to one (1) employee from a classification, and to no more than three (3) employees at ~~one and~~ the same time, where possible. It is specifically agreed that two employees from the same classification may be two (2) of the three (3) employees off at the same time if they are scheduled to work on different shifts.

(b) Leaves of absence for Union activity shall not total more than fifty (50) employee days accumulative in any calendar year.

(c) The Union shall notify the Employer seven (7) days in advance of the posting of the schedule where possible of the requested leave of absence. Granting time off is subject to the operational requirements of the Home.

(d) An employee who is elected or selected for a full-time position with the union shall be granted a leave of absence without pay and without loss of seniority for a period of up to one year.

23.03 Employees on approved Union Leave shall be paid their regular straight time rate of pay for all scheduled hours, and the Union shall reimburse the employer for such payments, including any payments for the employee's benefits for the day in question unless the Agreement expressly provides otherwise. Where the Union is required to provide reimbursement, the Employer shall advise the Union of the amount owing at the time the payment is processed for the employee and the Union shall provide the reimbursement within thirty (30) days.

23.04 Where an employee who is elected to public office, the employee shall be granted a leave of absence without pay and without loss of seniority for a period of up to one year. Granting of such leave shall be subject to the operational requirements of the home.

ARTICLE 24 WAGE RATES

- 24.01 The various job classifications and the applicable hourly rates therefore are set forth in Schedule "A" hereto. Progression within the applicable wage scales is based upon seniority with the Employer since the last date of hire.
- 24.02 (a) The Employer shall pay the wages due to employees bi-weekly on Thursday by direct deposit. On each payday, each employee shall be provided with an itemized statement of wages, hours, deductions and accrued vacation pay.
- (b) If an employee is underpaid, the following applies";
- (i) If the amount of the error is equal to or greater than the employee's normal gross wages for a day of work, the employer will provide the adjustment payment promptly. The objective is to deliver the payment within three business days of the error being brought to the employer's attention.
- (ii) Errors for lesser amounts will normally be corrected on the next pay.
- 24.03 When an employee temporarily relieves in or performs the principal duties of a higher paying position for two (2) hours or more, s/he shall receive the rate for the job. When an employee is temporarily assigned to a lower paying position than his/her own, his/her rate shall not be reduced.
- 24.04 New Classification
- When a new classification within the bargaining unit is established by the Employer, the Employer shall determine the rate of pay for such new classification. Once the rate is determined, and then within seven (7) days, the Employer shall advise the Union of the rate in writing.
- If the Union disagrees with the rate, it shall have the right to request a meeting with the Employer. At such meeting, the parties will review the rate, the Employer's rationale for establishing the rate, and the reasons the Union disagrees with the rate. If the parties reach agreement, the agreement is effective as of the date on which the Employer gave the Union notice of the new rate. If the parties are unable to reach an agreement, either party may refer the dispute to arbitration, as provided in this Agreement, provided the referral is made within fifteen (15) days of the meeting.
- Any decision by an Arbitrator shall be based on the relationship established by comparison with the rates for other classifications in the bargaining unit have regard to the requirements of such classifications.
- Any change awarded as a result of arbitration shall be retroactive only to the date on which the Employer gave the Union notice of the new rate.
- 24.05 Where an RN is absent from her normal shift and the Employer temporarily assigns an RPN to carry out the work assignment, monitoring and reporting responsibilities of the absent RN, the employee shall receive an allowance of one dollar (\$1.00) for each hour or part thereof worked.

ARTICLE 25 PENSION PLAN

- 25.01 All employees who have completed their probationary period are to be enrolled in the NHRIPP. The employee and the Employer shall each be required to contribute 3.25% of applicable wages. Commencing August 30th, 2024, the joint contributions shall be 3.75% of applicable wages.

ARTICLE 26 GENERAL

- 26.01 Proper accommodation shall be provided for employees to have their meals and keep and change their clothes.
- 26.02 The Employer will provide two (2) covered bulletin boards accessible to all employees. The Union may post notices on these bulletin boards provided that the notices are first approved by the Employer. Such approval will not be unreasonably withheld.
- 26.03 (a) The parties agree to abide by the *Occupational Health and Safety Act* and its Regulations and that they mutually desire to maintain standards of safety and health in order to prevent injury and illness. They further agree that there is an obligation on the part of employees and Management to work in a safe and efficient manner.
- (b) Joint Health and Safety Committee
- Both parties shall have equal representation (not to exceed three (3) representatives each) on such committee. The Committee shall meet quarterly or more frequently as the Committee determines. Scheduled time spent in such meetings shall be considered time worked. Minutes shall be taken of all meetings and copies provided to the Employer and the Union.
- (c) In the event of accident or injury the Committee members shall be notified immediately and shall investigate as soon as possible and report to the Employer and the Union on the nature and cause of the accident or injury and their recommendations.
- 26.04 Uniforms
- (a) The Employer shall provide a uniform allowance semi-annually towards the purchase of uniforms as designated by the Employer: eighty dollars (\$80) for all employees.
- (b) These amounts will be added to the employee's pay on the first pay period in April and October every year.
- (c) Commencing June 5, 2012, the Employer shall pay each employee an allowance of twenty-five dollars (\$25) once annually toward the cost of embroidering the Employer's logo on uniforms. The payment shall be made in October of every year.
- (d) Employees shall be required to comply with the uniform policy.
- (e) If the employee is terminated or quits prior to completing their probationary period the remaining pro-rata portion of the allowance shall be deducted from the employee's final pay.
- (f) Employees who work less than twenty (20) shifts in any year following their first full calendar year as employees will not be entitled to the benefits of this provision in the following year.
- 26.05 Employees who are required to attend meetings outside normal working hours should receive a minimum of two (2) hours pay.
- 26.06 Technological and Other Changes
- The Employer will notify the Union at least thirty (30) days in advance of any technological change which the Employer plans to introduce which will significantly change the status of employees within the bargaining unit. The Employer agrees to meet and discuss with the Union the impact of such technological change on the Nursing Home, its employees and the residents.

ARTICLE 27 INTERPRETATION

- 27.01 In this Agreement references in the singular, plural, masculine or feminine context shall be deemed to apply generally to all employees.
- 27.02 The word "employee" or "employees" as used in this Agreement shall mean the employees referred to in Article 2 of this Agreement.

ARTICLE 28 COPIES OF THIS AGREEMENT

- 28.01 Copies of this Agreement will be reproduced in a format agreeable to both the Union and the Employer such that each employee will be given their own copy. The first draft of the document will be distributed for proofreading within sixty (60) days of ratification. The cost of such reproduction shall be shared by the Employer and the Union.

ARTICLE 29 LABOUR-MANAGEMENT COMMITTEE

- 29.01 (a) A joint Labour-Management Committee comprised of not more than three (3) employees elected or selected by the Union and three (3) Employer representatives shall meet as frequently as reasonably requested by either party to deal with matters of mutual interest, other than grievances. The party requesting the meeting shall submit an agenda - in writing - and a meeting shall be arranged within ten (10) calendar days of receipt of the agenda at a mutually satisfactory time. Such time spent by the union members shall be considered time worked and shall be paid accordingly along with credited seniority.
- (b) An Employer and a Union representative shall be designated as joint chairpersons and shall alternate in presiding over meetings.
- (c) Minutes of each meeting of the Committee shall be prepared and signed by the joint chairpersons as promptly as possible after the close of the meeting.
- (d) The Committee shall have the power to make recommendations to the union and the Employer with respect to its discussions and conclusions.
- (e) Workload Issues
Workload issues which have previously been discussed with the responsible member of management may be submitted to the Labour-Management Committee in the attached form (Schedule B)

ARTICLE 30 TERM OF THE AGREEMENT

- 30.01 This agreement shall remain in full force and effect from June 5, 2022 to June 4, 2024 and shall continue from year to year upon expiration of that term unless either party gives to the other notice in writing at least 90 days prior to the expiration date in each year that it desires its termination or amendment.
- 30.02 Any changes deemed necessary in this Agreement may be made by mutual agreement at any time during this agreement.

IN WITNESS WHEREOF the parties hereto have caused this Agreement to be signed by their duly authorized representatives this 14 day of November 2024.

**CENTENNIAL PLACE, MILLBROOK INC.
C.O.B. AS CENTENNIAL PLACE LONG
TERM CARE HOME**

Courtney Jilesen

Courtney Jilesen (Nov 14, 2024 13:52 EST)

Ray Barlow

Ray Barlow (Nov 15, 2024 10:40 EST)

**THE CANADIAN UNION OF PUBLIC
EMPLOYEES AND ITS LOCAL 4751**

Megan Coleman

Megan Coleman (Nov 15, 2024 12:22 EST)

Jessica Brown

Jessica Brown (Nov 16, 2024 09:45 EST)

Natasha Tennant

Natasha Tennant (Nov 16, 2024 18:04 EST)

Kaitlyn Dejong

Kaitlyn Dejong (Nov 16, 2024 18:15 EST)

SCHEDULE "A" – WAGES & CLASSIFICATIONS

Revised by Employer Legal Counsel November 19, 2024

	Effective – April 21, 2022 (embed \$3/hr PSW PWE)			
CLASSIFICATION	START RATE	600.01 HOURS	1950.01 HOURS	3900.01 HOURS
RPN	26.94	27.64	28.36	29.08
PSW	24.36	24.85	25.06	25.62
RSA	19.68	20.47	21.48	22.47
Recreation Therapist Aides	19.26	20.02	20.39	20.59
Cook (with papers)	22.97	23.26	23.97	24.15
Cook (no papers)	21.52	22.39	22.93	23.39
Dietary Aide/Certified FSW	16.41	17.21	18.25	19.24
Housekeeping Aides	16.41	17.21	18.25	19.24
Laundry Aides	16.41	17.21	18.25	19.24

	Effective – June 5, 2022 (3.5%)			
CLASSIFICATION	START RATE	600.01 HOURS	1950.01 HOURS	3900.01 HOURS
RPN	27.88	28.61	29.35	30.10
PSW	25.21	25.72	25.94	26.52
RSA	20.37	21.19	22.23	23.26
Recreation Therapist Aides	19.93	20.72	21.10	21.31
Cook (with papers)	23.77	24.07	24.81	25.00
Cook (no papers)	22.27	23.17	23.73	24.21
Dietary Aide/Certified FSW	16.98	17.81	18.89	19.91

Housekeeping Aides	16.98	17.81	18.89	19.91
Laundry Aides	16.98	17.81	18.89	19.91

	<u>Effective – October 12, 2022 (\$0.20 Dietary adjustment)</u>			
CLASSIFICATION	START RATE	600.01 HOURS	1950.01 HOURS	3900.01 HOURS
RPN	27.88	28.61	29.35	30.10
PSW	25.21	25.72	25.94	26.52
RSA	20.37	21.19	22.23	23.26
Recreation Therapist Aides	19.93	20.72	21.10	21.31
Cook (with papers)	23.77	24.07	24.81	25.00
Cook (no papers)	22.27	23.17	23.73	24.21
Dietary Aide/Certified FSW	17.18	18.01	19.09	20.11
Housekeeping Aides	16.98	17.81	18.89	19.91
Laundry Aides	16.98	17.81	18.89	19.91

	<u>Effective – June 5, 2023 (3.5%)</u>			
CLASSIFICATION	START RATE	600.01 HOURS	1950.01 HOURS	3900.01 HOURS
RPN	28.86	29.61	30.38	31.15
PSW	26.09	26.62	26.85	27.45
RSA	21.08	21.93	23.01	24.07
Recreation Therapist Aides	20.63	21.45	21.84	22.06
Cook (with papers)	24.60	24.91	25.68	25.88

Cook (no papers)	23.05	23.98	24.56	25.06
Dietary Aide/Certified FSW	17.78	18.64	19.76	20.81
Housekeeping Aides	17.57	18.43	19.55	20.61
Laundry Aides	17.57	18.43	19.55	20.61

Revised by Employer Legal Counsel November 19, 2024

SCHEDULE "B" - WORKLOAD REVIEW FORM

Employee to complete all Sections:

Date/Time of the Occurrence: _____

Date Form was submitted to Employer: _____

Site: _____ Unit: _____

Type of work being performed: _____

Number of Staff on duty: _____ Usual number of Staff: _____

I/We the undersigned believe that I was/we were given an assignment that was excessive or inconsistent with quality patient care and/or created an unsafe working environment for the following reasons. (Provide brief description of problem/assignment below):

To correct this problem, I/we recommend: _____

Name/Title of immediate Supervisor notified: _____

Date/Time of Notification: _____

Response: _____

Signature of Employee(s) _____ and Print Name(s) below: _____

I/We do not agree with the resolution of our concern: _____

LETTER OF UNDERSTANDING RE: PLACEMENT STUDENTS AND SUMMER STUDENTS

The union agrees that Centennial Place Long Term Care may utilize students who are registered with a recognized college or university such as Fleming College and/or Trent University or Toronto School of Business.

It is clearly understood that these students are on a work/study program. Such students shall be extra to the regular complement of staff.

It is understood that these students are unpaid and are doing their placements during the school year.

It is further agreed that students hired during the period of May 1- September 30 for the purpose of vacation relief, and who are identified as such at the time of hire, shall be members of the bargaining unit, but shall not complete a probationary period unless they are still employed after September 30.

Renewed by Agreement this 14 day of November in the year of 2024.

**CENTENNIAL PLACE, MILLBROOK INC.
C.O.B. AS CENTENNIAL PLACE LONG
TERM CARE HOME**

**THE CANADIAN UNION OF PUBLIC
EMPLOYEES AND ITS LOCAL 4751**

Courtney Jilesen
Courtney Jilesen (Nov 14, 2024 13:52 EST)

Ray Barlow
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Kaitlyn Dejong
Kaitlyn Dejong (Nov 16, 2024 18:15 EST)

LETTER OF UNDERSTANDING RE: HOURS OF WORK

Between

Centennial Place Long Term Care Home (the 'Employer')

And

The Canadian Union of Public Employees and it's local 4751 (the Union)

Whereas the Union is the sole bargaining agent for all bargaining unit members, employed by the Employer;

The Employer and the Union agree as follows:

1. The Union agrees that the employees in the bargaining unit may voluntarily work, if requested, in excess of the weekly maximum of 48 hours prescribed in the *Act* and up to 60 hours in a week, subject to the Overtime provisions in the Collective Agreement. The specific maximum number of hours allowed per classification is outlined below:

	Maximum Weekly Limit
Registered Practical Nurses	60 hours
Personal Support Workers	52.5 hours
Cooks with/without papers	52.5 hours
Dietary Aides	52.5 hours
Housekeeping Aides	52.5 hours
Laundry Attendants	52.5 hours
Recreation Therapist Aides	52.5 hours

2. The Union agrees that the employees in the bargaining unit may voluntarily work in excess of the regularly scheduled shifts and up to a maximum of 13 hours in a day, subject to the Overtime provisions in the Collective Agreement.
3. The Employer and the Union agree that nothing in the Letter of Understanding is intended to, in any way, detract from or modify their rights and obligations as contained in the Collective Agreement.

Renewed by Agreement this 14 day of November in the year 2024.

FOR THE EMPLOYER

FOR THE UNION

Courtney Jilesen
 Courtney Jilesen (Nov 14, 2024 13:52 EST)

Roy Barlow
 Roy Barlow (Nov 15, 2024 10:40 EST)

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**Prepared by David Francis
KG/COPE491**