

COLLECTIVE AGREEMENT

between

**LE8003 WC Operating (Ontario – 1)
O/A Guildwood Retirement Residence**

and

**THE CANADIAN UNION OF PUBLIC EMPLOYEES
and its Local 4236**

**Contract Term:
February 1, 2025 to January 31, 2027**

TABLE OF CONTENTS

ARTICLE 1 - PURPOSE OF AGREEMENT3

ARTICLE 2 - RECOGNITION AND NEGOTIATIONS3

ARTICLE 3 - MANAGEMENT RIGHTS4

ARTICLE 4 - NO DISCRIMINATION4

ARTICLE 5 - UNION MEMBERSHIP5

ARTICLE 6 - CHECKOFF AND UNION DUES5

ARTICLE 7 - EMPLOYER AND UNION SHALL ACQUAINT NEW EMPLOYEE.....5

ARTICLE 8 - CORRESPONDENCE6

ARTICLE 9 - LABOUR/MANAGEMENT COMMITTEE6

ARTICLE 10 - LABOUR/MANAGEMENT BARGAINING RELATIONS7

ARTICLE 11 - GRIEVANCE PROCEDURE.....7

ARTICLE 12 - ARBITRATION9

ARTICLE 13 - DISCHARGE, SUSPENSION AND DISCIPLINE9

ARTICLE 14 - NO STRIKES – NO LOCKOUTS10

ARTICLE 15 - SENIORITY10

ARTICLE 16 - JOB POSTINGS11

ARTICLE 17 - LAYOFF & RECALL13

ARTICLE 18 - HOURS OF WORK15

ARTICLE 19 - OVERTIME16

ARTICLE 20 - PAID HOLIDAYS	17
ARTICLE 21 - NO PYRAMIDING.....	18
ARTICLE 22 - VACATIONS	18
ARTICLE 23 - LEAVES OF ABSENCE	20
ARTICLE 24 - WAGE RATES.....	22
ARTICLE 25 - GENERAL CONDITIONS.....	23
ARTICLE 26 - INTERPRETATION.....	24
ARTICLE 27 - COPIES OF AGREEMENT.....	24
ARTICLE 28 - EMPLOYEE BENEFIT PLANS.....	24
ARTICLE 29 - HEALTH AND SAFETY.....	26
ARTICLE 30 - SICK LEAVE	27
ARTICLE 31 - WORKERS' COMPENSATION	28
ARTICLE 32 – RETROACTIVITY.....	28
ARTICLE 33 - TERM OF AGREEMENT.....	28
LETTER OF UNDERSTANDING.....	30
RE. AGGRESSIVE RESIDENTS	30
LETTER OF UNDERSTANDING.....	31
RE: PAY EQUITY	31
GUILDWOOD RETIREMENT RESIDENCE- WAGE GRID.....	32

ARTICLE 1 - PURPOSE OF AGREEMENT

- 1.01** It is the purpose of both parties to this agreement:
- (a) To promote and maintain harmonious relations between the Employer and the employees;
 - (b) To recognise the value of joint discussions and negotiations;
 - (c) To encourage efficiency in operations;
 - (d) To provide a mechanism for amicable adjustment and prompt disposition of grievances which may arise.

ARTICLE 2 - RECOGNITION AND NEGOTIATIONS

- 2.01** No employee shall be required or permitted to make a written or verbal agreement with the Employer which may conflict with the terms of this agreement. The Employer further agrees that the Union is the sole bargaining agent of the members of this bargaining unit and that no person may undertake to represent the Union in any forum without the proper authorization of the Union.

The Employer shall not bargain with or enter into any agreement with an employee or group of employees in the bargaining unit. No employee shall undertake to represent the Union at meetings with the Employer without the proper authorization of the Union. In order that this may be carried out, the Union shall supply the Employer with the names of its officers.

2.02 Work of the Bargaining Unit

Supervisors or others excluded from the bargaining unit will not perform any work normally performed by bargaining unit employees, if as a direct result, a layoff of bargaining unit employee's results.

- 2.03** The Union acknowledges that stewards have their regular duties to perform on behalf of the Employer. Stewards shall have the right to investigate and process grievances arising under this Agreement for reasonable periods during their scheduled working hours, without loss of pay, provided they first get permission from the supervisor and report back to the supervisor when finished with Union business. It is understood that only one steward at a time will receive permission to process the handling of a grievance. Such permission shall not be unreasonably withheld. Stewards shall not leave the Employers premises during such periods. The Employer may limit time taken to investigate and process grievances if it interferes with the operation of the Lodge.

2.04 Contracting Out

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 layoff of any employees results from such contracting out.

- 2.05** The local Union shall have the right at any time to the assistance of a National Representative of the Canadian Union of Public Employees, or such other representative as may be appropriate and lawful. Such persons may have access to the Employer premises for the purposes of providing such assistance upon arranging for same in advance with the Employer. Such a request will not be unreasonably withheld.

2.06 The Employer recognizes the Canadian Union of Public Employees as the sole bargaining agent of all employees at **LE8003 WC Operating (Ontario-1) O/A Guildwood Retirement Residence** in City of Toronto, save and except managers, supervisors, persons above rank of Supervisors, registered and graduate practical nurses, health care aides, resident attendants, front office manager, dietary manager, activity Managers and persons covered by subsisting collective agreements.

ARTICLE 3 - MANAGEMENT RIGHTS

3.01 The Union acknowledges that all management rights and prerogatives are vested exclusively with the Employer and without limiting the generality of the foregoing, it is the exclusive function of the Employer to:

- (a) Determine and establish standards, schedule hours of work, determine staffing requirements, set policies and procedures for the care, welfare, safety and comfort of the residents of the Home;
- (b) Maintain order, discipline, efficiency and in connection therewith to establish and enforce rules and regulations;
- (c) Hire, transfer, layoff, promote, demote, classify and assign duties;
- (d) Discharge, suspend or otherwise discipline employees for just cause; subject to Article 13.01;
- (e) Have the right to plan, direct and control the work of the employees and the operations of the Home including equipment and materials to be used, the methods and techniques or work, the number of employees to be employed, the extension, limitation or cessation of operations and all other functions which shall remain solely with the Employer except modified by this collective agreement.

3.02 The Employer agrees that the rights set out herein shall be exercised reasonably, fairly and in good faith and in a manner consistent with the collective agreement.

ARTICLE 4 - NO DISCRIMINATION

4.01 The Employer and the Union agree that there shall be no discrimination, interference, restriction or coercion exercised or practiced by any of their representatives or agents with respect to any employee because of his membership or non-membership in the Union.

4.02 The Employer and the Union agree that every bargaining unit member has the right to equal treatment with respect to employment without discrimination because of race, ancestry, place or origin, colour, ethnic origin, citizenship, creed, sex, sexual orientation, age, record of offences, marital status, same-sex partnership status, family status or disability, in accordance with the Human Rights Code of Ontario as it may be amended from time to time.

4.03 Personal Harassment

The Employer and the Union agree that every bargaining unit member has the right to freedom from harassment (engaging in a course of vexatious comment or conduct that is known or ought reasonably to be known to be unwelcome) in the workplace by the Employer or by another employee because of race, ancestry, place or origin, colour, ethnic origin, citizenship, creed, age, record of offences, marital status, same-sex partnership status, family status or disability.

The Employer agrees to develop a policy on harassment in the workplace that will include, but not limited to, what to do if an employee believes that she has been harassed and the procedure to investigate it. This policy shall be shared with all bargaining unit members and posted in appropriate locations within the home.

ARTICLE 5 - UNION MEMBERSHIP

5.01 It shall be a condition of continuing employment that all employees of the Employer shall be subject to Article 3.01, become and remain in good standing of the Union. The Employer, however, shall not be required to discharge an employee who has been expelled or suspended from membership in the Union other than for grounds permitted by the *Labour Relations Act*.

ARTICLE 6 - CHECKOFF AND UNION DUES

6.01 The Employer shall deduct from every employee upon hire, any dues, initiation fees, or assessments levied by the Union on its members.

6.02 Deductions shall be forwarded in one (1) cheque to the National Secretary-Treasurer of the Union not later than the 15th day of the following month for which the dues were levied. The cheque shall be accompanied by a list of the names, classifications and number of hours paid of employees from whose wages the deductions have been made.

6.03 The Employer agrees to indicate the amount of Union dues deducted on each employee's T-4 slip.

6.04 The Union agrees to indemnify and save the Employer harmless from any liability arising out of the operations of this Article.

ARTICLE 7 - EMPLOYER AND UNION SHALL ACQUAINT NEW EMPLOYEE

7.01 On commencing employment, the employee's immediate supervisor shall introduce the new employee to her Union Steward or representative. An Officer of the Union shall be given an opportunity to interview each new employee within regular working hours, without loss of pay, for a maximum of fifteen (15) minutes during the first month of employment for the purpose of acquainting the new employee with the benefits and duties of Union membership and her responsibilities and obligations to the Employer and the Union. This interview shall be scheduled at a time, which is convenient to the Employer and the Union.

7.02 The Employer will provide the secretary of the local Union with a quarterly list of any new hires, layoffs and recalls within the bargaining unit.

ARTICLE 8 - CORRESPONDENCE

8.01 All correspondence between the parties, arising out of this agreement or incidental thereto, shall pass to and from the General Manager or her designate and the President and Recording Secretary of the Local Union.

8.02 The Employer shall provide the names, addresses and phone numbers of all bargaining unit employees to the local, with a copy sent to the National Representative, annually.

ARTICLE 9 - LABOUR/MANAGEMENT COMMITTEE

9.01 A Labour Management committee shall be established consisting of two (2) representatives of the Union and two (2) representatives of the Employer. The committee shall enjoy the full support of both parties in the interest of improved service to the public and job security for the employees.

9.02 The Committee shall concern itself with matters of general concern, which serve the interests identified in article 9.01.

9.03 The committee shall meet quarterly or at the request of either party 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.

9.04 An Employer and Union representative shall be designated as joint chairpersons and shall alternate in presiding over meetings.

9.05 Minutes of each meeting of the committee shall be prepared by the Employer and delivered to the joint chairperson as promptly as possible after the close of the meeting.

9.06 The committee shall not have jurisdiction over wages, or any other matter collective bargaining, including the administration of this collective agreement.

9.07 The committee shall not supersede the activities of any other committee of the Union or of the Employer and does not have the power to bind either the Union or its members or the Employer to any decision or conclusion reached in their discussions. The committee shall have the power to make recommendations to the Union and the Employer with respect to its discussions and conclusions.

9.08 The parties agree to the importance of addressing workload issues as they arise, in the workplace. Therefore, the parties agree issues related to workload will be included as agenda items at all regularly scheduled Labour Management Meetings between the Union and the Employer. Workload issues will be documented in the Labour Management meeting minutes and timelines will be recorded to ensure tracking and resolution.

ARTICLE 10 - LABOUR/MANAGEMENT BARGAINING RELATIONS

10.01 Negotiating Committee

- (a) The Employer acknowledges the right of the Union to appoint or otherwise elect a negotiating committee of not more than two (2) employees and will recognize and deal with that said committee. A representative of the Union may participate in such negotiations if requested to do so by either party. Any representative of said negotiating committee who is in the employ of the Employer shall have the right to attend negotiations for the renewal of this agreement up to and including arbitration.
- (b) Any employee member of said negotiating committee shall have the right to attend negotiations and will suffer no loss of pay for the time spent in face to face negotiations with the Employer for the renewal of this Agreement up to and including conciliation.

10.02 A representative of the Canadian Union of Public Employees shall have access to the Employer's premises as is necessary to assist employees with grievance meetings or negotiations upon arranging for the same in advance with the Employer. Such requests shall not be unreasonably denied.

ARTICLE 11 - GRIEVANCE PROCEDURE

11.01 A grievance is defined as a difference between an employee and the Employer or between the parties hereto related to the interpretation, application, administration or alleged violation of this collective agreement.

11.02 The Employer acknowledges the right of the Union to appoint up to two (2) stewards, whose duties shall be to assist any employee, whom the steward represents, in presenting his grievances in accordance with the grievance procedure.

11.03 The Union shall notify the Employer in writing of the name of each steward and the shift she represents and the name of the chief steward, before the Employer shall be required to recognize her.

11.04 An employee who believes she has a complaint or a difference shall first discuss it with her supervisor within nine (9) calendar days after the complaint or difference first arises. The supervisor shall provide reply to the complaint or question within nine (9) calendar days from the receipt of the complaint or difference.

The employee shall be entitled to Union representation of a steward **or a peer/committee member appointed by the Union** during the complaint and grievance stages.

Step 1

Failing a satisfactory settlement from the complaint stage the employee may lodge a grievance in writing to the supervisor/manager within nine (9) calendar days after the reply from the complaint stage. The supervisor/manager shall provide a written response within nine (9) calendar days after the receipt of the grievance.

Should the grievor's supervisor be the General Manager, Step # 1 may be omitted and the grievance may be filed at Step # 2.

Step 2

Failing a satisfactory settlement at step # 1, the employee may forward the grievance in writing to the General Manager or her designated representative within nine (9) calendar days of receipt of the supervisor's reply under Step 1. Within nine (9) calendar days of the receipt of the written grievance, the manager or her designated representative shall meet with the grievor and one (1) member of the grievance committee. The General Manager shall provide a written reply within nine (9) calendar days after the meeting at Step 2.

Step 3

Failing a satisfactory settlement being reached at Step 2, the employee may refer the grievance, within nine (9) calendar days, to a Step 3. Within nine (9) calendar days, a meeting will be scheduled with the grievor, one (1) member of the grievance committee, the National Rep, the General Manager, and a representative from head office. The Union shall receive the Employers decision within nine (9) calendar days.

Failing a satisfactory settlement being reached at Step 3, either party may refer the grievance to arbitration.

11.05 Policy Grievance

Either party to this collective agreement may lodge a grievance in writing with the other party within fourteen (14) calendar days of occurrences over any difference between the parties in connection with the interpretation, application, administration or other terms and conditions including whether a matter is arbitrable. Such grievances start at Step 2.

11.06 The Employer acknowledges that the Union has the authority to settle all grievances and that settlement discussions shall take place as contemplated by 11.04 and 11.05.

11.07 Grievance Mediation

- a) The parties may agree that there are circumstances, which the services of a grievance Mediator may allow for an objective independent review of the issue(s) in dispute and assist the parties in resolving grievances. By mutual agreement, the parties may extend the time limits for the grievance to be referred to arbitration and utilize the services of a Mediator.
- b) The parties shall agree on a Mediator and the cost of the Mediator will be shared between the parties.
- c) Proceedings before the Mediator shall be informal. Accordingly, the rules of evidence will not apply, no formal record of the proceedings shall be made and legal counsel shall not be used by either party.
- d) In the event that a grievance which has been mediated subsequently proceeds to arbitration, no person serving as Mediator may serve as Arbitrator, unless otherwise agreed.
- e) Any mutually agreed settlement shall be binding on the Union the Employer and the Grievor(s)
- f) Due to the informal nature of the procedure any settlements shall not have any precedential value or purpose unless expressly agreed to by the parties.

ARTICLE 12 - ARBITRATION

- 12.01** Either party may request that a grievance be submitted to arbitration. Such a request shall be made by registered mail, addressed to the other party within fourteen (14) calendar days of the receipt of the reply under Step #2 of the grievance procedure. The request shall identify the name and contact information of the requesting party's nominee. The party receiving the request shall likewise name a nominee within nine (9) calendar days of the receipt of the request for Arbitration.
- 12.02** If the two nominees fail to agree upon a chairperson within fourteen (14) calendar days of appointment, the appointment shall be made by the provincial Minister of Labour, upon request of either party.
- 12.03** The decision of the majority shall be the decision of the Board. Where there is no majority decision, the decision of the Chairperson shall be the decision of the Board.
- 12.04** The decision of the board shall be final, binding and enforceable on all parties. The Board shall not have the power to change this agreement or to alter, modify or amend any of its provisions or make any decision contrary to the provisions of this Agreement.
- 12.05** Each party shall be responsible for the expenses of its nominee to the arbitration board and the expenses of the Chairperson shall be shared equally between the parties.
- 12.06** No person shall act on an arbitration board who has been involved in attempts to settle any grievance.
- 12.07** Subject to the mutual written consent of both the Employer and the Union, the above arbitration provision may be amended to provide for a sole arbitrator.
- 12.08** The time limits fixed in both grievance and the arbitration procedure may be extended by consent of the parties.

ARTICLE 13 - DISCHARGE, SUSPENSION AND DISCIPLINE

- 13.01** In the event an employee who has completed probation is dismissed from employment and the employee contends that the dismissal is without just and sufficient cause, the matter may be taken up as a grievance in accordance with Article 11.
- 13.02** Such grievance shall start at step 2 of the grievance procedure and be processed in accordance with the provision of that section (Article 11.04, Step 2).
- 13.03** All agreements reached under the grievance procedure between the Employer and its representatives, and the Union and its representatives, will be final and binding upon the Employer, the Union and the employee(s) involved.
- 13.04** An employee subject to disciplinary action which is to be recorded in the employee's personnel file, **will be informed by their Employer of their right.** A copy of any disciplinary letter or letter of termination will be provided to the **president** of the local Union.

13.05 Dismissal grievances will be settled by confirming the Employer's action or by reinstating the employee in a manner that is just and equitable in the opinion of the conferring parties or the board of arbitration, as the case may be.

13.06 Letters of reprimand are to be removed from an employee's record after eighteen (18) months from the date of the reprimand, provided that no same or similar offense was committed within this period.

ARTICLE 14 - NO STRIKES – NO LOCKOUTS

14.01 The parties agree that there will be no strikes or lockouts during the term of this agreement. A "Strike" or "Lock Out" shall be defined as in the *Labour Relations Act*.

ARTICLE 15 - SENIORITY

15.01 a) Seniority for full-time employees shall mean length of service in the bargaining unit from the last date of hiring. For Part time employees, for the purposes of vacation entitlement and wage progression, one (1) year shall be equal to eighteen hundred (1800) hours paid. For all other purposes seniority shall be based on the date of hire.

b) Seniority shall operate on a bargaining-unit- wide basis. Credits will be given for service with the Employer prior to certification or recognition of the Union.

Definition

A full-time employee is one who regularly works more than 24 hours per week, scheduled on a regular and continuing basis.

A part time employee is one who regularly works 24 hours or less per week, scheduled on a regular and continuing basis.

A Casual employee is one who does not have any regularly scheduled hours and is called into work on an as needed basis. It is understood that a casual employee's hours may fluctuate up and down without triggering the layoff or posting procedures. Unless **previously** approved by the Employer, a casual employee shall have abandoned their job if they have not **provided availability and worked at least one (1) shift on an available day when called** or not worked at least one (1) shift **in a rolling sixty (60) day period**.

15.02 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 board in January and July of each year.

15.03 A newly hired employee shall be considered on probation for a period of four hundred and fifty (450) hours paid from the date of last hiring. During the probationary period, employees shall be entitled to all rights and privileges of this agreement except with respect to discharge. The employment of such employees may be terminated any time during the probationary period without recourse to the grievance and arbitration

procedure. After completion of the probationary period an employee shall be given seniority credit for the period of probation.

15.04 An employee shall lose his seniority in the event:

- (a) She is discharged for just cause and is not reinstated;
- (b) She resigns or quits and does not withdraw her resignation within twenty-four (24) hours or retires;
- (c) She fails to notify the Employer of his intention to return to work within forty-eight (48) hours of receiving notification of recall by registered mail or fails to return to work within fourteen (14) calendar days after being notified by registered mail, delivered to her current address, unless unable to do so because of sickness or accident of her recall from layoff. It shall be responsibility of the employee to keep the Employer informed of his current address;
- (d) Absences occasioned by illness for more than thirty (30) months;
- (e) She is absent from work in excess of three (3) working days without a reasonable excuse;
- (f) The employee has been laid off and not recalled to work for twenty-four (24) months;
- (g) Fails to return to work from an authorized leave of absence;
- (h) Accepts gainful employment during any leave of absence without obtaining the Employer's consent prior to the leave.
- (i) Unless **previously** approved by the Employer, a casual employee shall have abandoned their job if they have not **provided availability and worked at least one (1) shift on an available day when called** or not worked at least one (1) shift in a **rolling sixty (60) day period**.

Note: "Rights under this provision shall be exercised with due regards to the obligations identified in Article 4.02"

15.05 No employee shall be transferred to a position outside the bargaining unit without her consent. If an employee is transferred to a position outside the bargaining unit, she shall retain her seniority accumulated up to the date of leaving the unit, but will not accumulate any further seniority. Such employee shall have the right to return to a position in the bargaining unit during her trial period, which shall be a maximum of eighteen months. If an employee returns to the bargaining unit, she shall be placed in a job consistent with her seniority, ability, and qualifications.

ARTICLE 16 - JOB POSTINGS

16.01 (a) When a permanent vacancy occurs due to a resignation or termination, or when a new position is created within the bargaining unit (unless the Employer intends to postpone or not fill a vacancy), the Employer shall post notices of the position on the Employer's bulletin board(s) for a minimum of seven (7) calendar days. Temporary vacancies in excess of eight (8) weeks will be also posted.

- (b) The job posting notice shall stipulate the position open, qualifications required, departments and shift(s);
- (c) The Employer may fill a vacancy at its discretion until the job posting provisions have been completed and fully processed;
- (d) The Employer may engage in outside advertising for job applicants for a posted Union position. New employees will not be hired for posted Union positions until the Employer has determined it will not offer the position to a bargaining unit applicant pursuant to this collective agreement.

16.02 All applications received will be considered within seven (7) calendar days of the last day of posting of the notice under 16.01 (a). The Employer shall consider the qualifications and, ability of the applicants and shall appoint the senior applicant having the requirements. Any applicant currently working in the same classification as the vacancy is understood to have the requirements

The name of the successful applicant will be posted on the Employer's main bulletin Board.

16.03 The successful applicant shall be placed on trial in the new position for a period of thirty (30) calendar days. Such trial promotions or transfer shall become permanent after the trial period unless:

- (a) The employee feels that she is not suitable for the position and wishes to return to her former position, or
- (b) The Employer feels that the employee is not suitable for the position and requires that she return to her former position

In the event of either (a) or (b) above, the employee will return to her former position and salary without loss of seniority. Any other employee promoted or transferred as a result of the re-arrangement of positions shall also be returned to her former position and salary without loss of seniority.

(c) In the event the successful applicant withdraws or is withdrawn from the new position, the vacancy shall not be reposted but shall be offered to the next qualified candidate with the most seniority

16.04 (a) Temporary Vacancies:

Temporary vacancies anticipated to be less than eight (8) weeks duration shall not be posted, unless otherwise agreed between the Employer and the Union. The Employer will distribute these shifts by seniority.

(b) Temporary Job Postings:

A vacancy which occurs for more than eight (8) weeks will be posted stating that the position is temporary. The posting shall indicate the estimated duration of the temporary job. In any event, the temporary job shall not exceed six (6) months unless agreed otherwise. In the case of pregnancy/parental leave the job will be filled temporarily for the duration of the leave.

Upon the completion of a Temporary position, the employee filling the Temporary position shall be returned to her former position and *job location in which she last worked unless the position and location no longer exists*. In this case she shall be eligible to claim a position consistent with her seniority rights.

In the event that a part-time employee is the successful applicant of the temporary full-time position, the said employee shall retain her part-time status during the temporary full-time position.

16.05 New Classification

When a new classification (which is covered by the terms of this Collective Agreement) is established by the Employer, the Employer shall determine the rate of pay for such new classification and notify the local Union of the same. If the local Union challenges the rate, it shall have the right to request a meeting with the Employer to endeavour to negotiate a mutually satisfactory rate. Such request will be made within ten (10) days after the receipt of notice from the Employer of such new occupational classification and rate. Any change mutually agreed to resulting from such meeting shall be retroactive to the date that notice of the new rate was given by the Employer.

If the parties are unable to agree, the dispute concerning the new rate may be submitted to arbitration as provided in the Agreement within fifteen (15) calendar days of such meeting. The decision of the Board of Arbitration shall be based on the relationship established by comparison with the rates for other classifications in the bargaining unit, having regard to the requirements of such classification, and shall be retroactive to the date that notice of the new rate was give by the Employer.

16.06 The Employer shall continue its practice of making job descriptions available to employee's.

16.07 Postings while on vacation or leave

When an employee will be absent on vacation, and/or a leave the employee may advise her manager, in writing, and no more than seven calendar days prior to beginning the vacation, that she wishes to be considered for any potential job posting which might arise during her vacation. The written notice must specify the job or position for which the employee wishes to be considered. If such a job or position then arises during the employee's vacation, the written notice will be considered an application. The written notice is only valid during the vacation and/or leave of absence of less than six (6) weeks in duration, immediately following its delivery to the manager and shall not be retained on file.

ARTICLE 17 - LAYOFF & RECALL

17.01 Lay-off under the provisions of this Collective Agreement shall include the reduction of daily or biweekly hours of any full-time or part-time employees.

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

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

- (a) accept the layoff; or
- (b) opt to retire, if eligible under the terms of the pension plan, or
- (c) displace another employee who has lesser bargaining unit seniority in the same or a lower or an identical-paying classification in the bargaining unit if the employee originally subject to layoff has the ability to meet the normal requirements of the

job and is qualified without training, other than orientation. An employee so displaced shall be deemed to have been laid off and shall be entitled to notice in accordance with Article 17.01.

An employee who chooses to exercise the right to displace another employee with lesser seniority shall advise the Employer of his or her intention to do so and the position claimed within nine (9) calendar days after receiving the notice of layoff.

An employee who is subject to layoff other than layoff of a permanent or long-term nature shall have the right to accept the layoff or displace another employee in accordance with (a) and (c) above.

It is understood that, at time of layoff, up to date seniority lists (both full-time and part-time) will be provided. However, the seniority will be deemed to be merged for purposes of displacing another employee in accordance with 17.01

- 17.03** Both parties recognize that job security should increase in proportion to the length of service. Recall shall be in order of seniority provided that the employee subject to recall has the ability to meet the normal requirements of the job and is qualified to do the work with training other than orientation.
- 17.04** No new employee shall be hired while there are employees on layoff who have the necessary qualifications, skills and ability to perform the duties of the job.
- 17.05** In the event of a layoff of an employee, the Employer shall pay its share of insured benefits premiums for the duration of the notice period provided for in Article 17.02
- 17.06** Laid off employees shall retain seniority, service and recall rights in accordance with 15.04 (f).
- 17.07** Employees on layoff shall be given preference for temporary vacancies which are expected to exceed two (2) weeks but less than eight (8) weeks as provided in Article 16 of the Collective Agreement. An employee who has been recalled to such temporary vacancy shall not be required to accept such recall and may instead remain on layoff. In such cases the job posting provision of the Collective Agreement is not considered violated.
- 17.08** The Employer shall notify the employee of a recall opportunity by registered mail, addressed to the last address on record with the Employer (which notification shall be deemed to be received on the second day following the date of mailing). The notification shall state the job to which the employee is eligible to be recalled and the date and time at which the employee shall report for work. The employee is solely responsible for his or her proper address on record with the Employer.
- 17.09** Job vacancies will be posted in accordance with Article 16 prior to there being any notice of recall, unless the vacant position is the same job and shift that the employee on recall held prior to being laid off. In this case, the employee on recall shall be returned to her former position. Positions that remain unfilled will result in a recall notice in accordance with 17.03 provided the employees on layoff have the ability to meet the normal requirement of the job and are qualified to do the work without training other than orientation. Subject to the foregoing no new employees shall be hired while there are employees on layoff.

ARTICLE 18 - HOURS OF WORK

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

(b) The regular work shift for employees shall be seven and one half (7.5) working hours per day exclusive of one half hour (0.5) meal period. The seven and one half hours (7.5) will be worked within an eight (8) hour period.

The Employer shall maintain a call-in list. All employees will be included on the list unless a satisfactory reason to be removed from the list is given in writing to the Employer. Call-ins will be shared as fairly and as equitably as possible based on the more senior employee being called first, on a rotating basis. Call-ins will be by shift, not by number of hours. Each call in will be indicated in the call-in book as accepted, no answer or refused.

The Employer shall bypass an employee on the list who would be eligible for overtime premium if called in to work until such time as all employees who are available would be eligible for overtime pay.

Part time staff have regularly scheduled shifts and their first commitment is to those shifts.

(c) It is understood that the meal period will be uninterrupted, except for an emergency and at the end of such emergency the employee shall resume her break.

18.02 The hours and days of work of each employee shall be posted in an appropriate place at least two (2) weeks in advance and for four (4) weeks at a time. All requests for days off shall be submitted two (2) weeks in advance of the posting. No changes shall be made in the schedule of the employees once it is posted unless by mutual agreement.

18.03 No shifts will be exchanged between employees after posting unless such changes are arranged by employees and submitted in writing for approval by the supervisor. Such approval shall not be unreasonably withheld.

18.04 No employee shall work more than 6 consecutive days except by agreement between the Parties or as a result of a shift exchange.

18.05 The workweek shall commence at 11:00 p.m. Sunday night.

18.06 Split Shifts

Employees will not be required to work split or rotating shifts.

18.07 Rest Periods

a) Employees working a regular 7.5 hours shift shall receive one (1) paid 15 minute rest period in the first and second half of their shift, as well as a one half (1/2) hour unpaid uninterrupted meal period.

b) Employees working shifts of five (5) hours or more but less than seven and one half (7.5) hours shall receive a one half (0.5) hour unpaid uninterrupted meal period and one fifteen (15) minute paid rest period.

c) Employee's working less than five (5) paid hours shall receive one paid fifteen (15) minute rest period.

- d) A day shift shall be one in which the majority of the scheduled hours falls between 7:00 a.m. to 3:00 p.m.
- e) An afternoon shift shall be one in which the majority of the scheduled hours falls between 3:00 p.m. and 11:00 p.m.
- f) A night shift shall be one in which the majority of the scheduled hours fall between 11:00 p.m. and 7:00 a.m.

18.08 Changes in the posted work schedule initiated by employees shall not result in overtime compensation or payment.

ARTICLE 19 - OVERTIME

19.01 Overtime shall be paid for all hours worked over seven and one half (7.5) hours in a shift and seventy-five (75) hours bi-weekly, at the rate of time and one half (1.5) the employee's regular rate of pay.

19.02 If the major part of an employee's shift is worked on any defined holiday, such employee shall be paid at one and one half (1.5) times her regular rate for all work performed on that shift. The shift so defined will constitute the employee's holiday shift.

19.03 No employee will be temporarily laid off from her scheduled shift in order to avoid overtime payment of time and one half unless such change is mutually agreed between the employee and the Employer.

19.04 Reporting Pay

If an employee who is scheduled to work a four or more hour shift reports for work and is notified that no work is available, she shall be paid a minimum of **four (4) hours** pay at her regular rate and shall remain at the Home.

19.05 Overtime Payment

Failure to provide at least eight (8) hours rest between shifts shall result in payment of overtime at established rates for any hours worked during such rest period. This provision does not apply if less than eight (8) hours rest period occurs because an employee accepts a call in shift.

19.06 Employees who are called-in to work and who report for work within one half hour of the call shall be paid from the time of the call or the beginning of the shift, whichever is less.

19.07 An employee required to work more than five (5) hours overtime shall be allowed a one half hour meal break and a fifteen (15) minute paid break.

19.08 Overtime and call back time shall be divided as equally as possible amongst employees who are willing and qualified to perform the available work.

19.09 In the event overtime is required to be worked at the end of a regularly scheduled shift, such work will be offered, by seniority, to the employees who are at work in the classification where the overtime is to be worked.

19.10 There shall be no overtime worked in any operation except in cases of emergency or unforeseen operational requirements while there are available employees on layoff able to perform the work.

19.11 Except as permitted by 18.04, where an employee works more than six (6) consecutive days without one (1) day off the seventh (7th) day will be considered over time.

19.12 Call Back

A full-time employee who has been called back to work by the Employer after completing her earlier shift shall be paid for a minimum of three (3) hours at overtime rates providing her original shift was seven and one-half (7 ½ hours) in duration.

ARTICLE 20 - PAID HOLIDAYS

20.01 The Employer recognises the following as paid holidays:

- | | |
|---|----------------------|
| (a) New Year's Day | Labour Day |
| Good Friday | Thanksgiving Day |
| Victoria Day | Christmas Day |
| Canada Day | Boxing Day |
| Civic Holiday | Two Floating Holiday |
| Family Day (2 nd Monday in February) | |

(b) If another Federal, Provincial or Municipal holiday should be proclaimed during the term of this agreement, such holiday will replace one of the designated holidays of Float Days.

Float Days

Full-time employees must have completed their probation period before being entitled to take their float holiday. Request for a float day must be submitted in writing to the supervisor at least two weeks in advance of the posting of the schedule.

Granting of the request shall be subject to the operations of the facility and will not be unreasonably withheld.

20.02 Qualifying for Holidays

An employee has no entitlement to holiday pay if she fails, without reasonable cause, to work all of her last regularly scheduled day of work before the holiday or all of her first regularly scheduled day of work after the holiday.

It is understood that an employee will not be required to work her scheduled shift before or after a paid holiday if she is absent on sick leave, or if she is on an authorized leave of absence.

If a paid holiday is observed during an employee's vacation, such employee shall be given another day's vacation with pay or wages in lieu thereof.

The Employer may request a doctor's note as proof of such illness.

Whenever the Employer requests a doctor's note, the Employer shall reimburse the employee for the cost, if any, for the doctors note.

20.03 An employee who is required to work on any of the above named holidays will receive pay at the rate of one and one-half (1 ½) times the employee's regular straight time hourly rate of pay for all hours worked on the holiday and at the employee's request, the employee shall receive another day off with pay in accordance with Article 20.06, in lieu

of holiday pay, at a time mutually agreed between the employee and the Employer if they employee does not request the lieu day or the lieu day is not taken within ninety (90) days, the employee be paid her entitled holiday pay.

20.04 Pay-out of Holidays

If the employee performs none of the work that she agreed to perform on the public holiday, the employee has no entitlement to holiday pay, unless she has reasonable cause, then the Employer shall pay the employee holiday pay which she would otherwise be entitled.

If an employee performs some of the work that she agreed to perform on a public holiday but fails, without reasonable cause, to perform all of it, the Employer shall give the employee premium pay for each hour worked on the public holiday but the employee has no other entitlement.

20.05 Forfeiting of Holiday Pay

Subject to Article 20.02, an employee scheduled to work on a holiday and who does not report shall forfeit her holiday and her holiday pay unless the absence is due to illness confirmed by a doctor's certificate in which case the employee will receive holiday pay.

20.06 Falls on a Day Off

Subject to Article 20.02 when any of the above noted paid holidays falls on an employee's scheduled day off, the employee shall receive a day's pay or another day off with pay at a time designated by mutual agreement within thirty (30) calendar days prior to or thirty (30) calendar days following the holiday.

20.07 Computing Holiday Pay Hours

Holiday pay will be computed on the basis of the number of hours the employee normally works.

ARTICLE 21 - NO PYRAMIDING

21.01 There shall be no pyramiding of pay, or benefits.

ARTICLE 22- VACATIONS

22.01 (a) Calculating Vacation

For the purpose of calculating a full time employee's eligibility, the employee's anniversary date of hire shall be used. For part-time employees vacation entitlement shall be determined using the formula in 15.01 (a).

(b) The vacation year is 1st January to 31st December annually.

22.02 A full-time employee shall receive an annual vacation with pay in accordance with the employee's years of service as follows:

Less than one (1) year - 1 working day for each month of service,
to a maximum of ten (10) days

After one year of service - 2 calendar weeks with pay at 4%

After 3 years of service - 3 calendar weeks with pay at 6%

After 8 years of service - 4 calendar weeks with pay at 8%
After 15 years of service - 5 calendar Weeks with pay at 10%

Years of Service - is based on the anniversary date of employment, or formula for part-time employees as Article 15.01 (a)

"When an employee is entitled to an increase in the percentage amount (example - after 3 years of service accrual increases to 6%), the increased accrual will take place on the employee's anniversary date that they achieved the required service to be entitled to the increase.

- 22.03** (a) The periods at which employees shall take vacation will be based on the selection by the employees according to seniority, but shall be subject to the approval of the Manager or designate having due concern for the proper operation of the Home.
- (b) "Vacations are not normally cumulative from year to year, however, request for carryover of a maximum of seven (7) vacation days into the next year which are presented in writing with two months prior notice on or before November 1st, will be reviewed and considered on an individual basis.
- (c) Every effort shall be made so that employees may take their vacation during prime time that is during the period of June 15 to September 15. Unless requested by an employee, vacation shall be scheduled for two (2) continuous weeks.
- 22.04** On March 15th of each year the Employer shall post a notice informing employees that by April 15th all employees must advise their immediate supervisor of their choice of vacation dates in accordance with annual entitlement.
- 22.05** Not later than May 15th, the Employer shall post a notice listing the names of all employees with corresponding vacation schedule dates and such schedule dates shall not be changed except with the employee's consent.
- 22.06** Vacation pay shall be paid on the payroll days, which apply, to the pay periods during which a vacation leave occurs.
- 22.07** An employee terminating employment for whatever reason shall be paid their proportionate amount of vacation pay owing to them on their final pay cheque.
- 22.08** If a paid holiday falls or is observed during an employee's vacation period, and she qualifies as per Article 20.02, she will be allowed an additional day with pay at a time mutually agreed between the employee and the Employer.
- 22.09** **Effective January 1, 2026, within two (2) pay periods, Part-Time and Casual employees shall receive their vacation entitlement on their bi-weekly pay stubs.**

ARTICLE 23 - LEAVES OF ABSENCE

23.01 The Employer shall grant, on request of the Union, leave of absence to employees without pay, to attend Union conventions or seminars, on the following conditions,

- (a) Leave of absence will not be requested for more than two (2) employees at any one time.
- (b) The combined leaves of absences for Union activity for all Union representatives shall not total more than twenty (20) days in any calendar year.
- (c) The Union shall notify the Employer (in writing two (2) weeks in advance of the requested leave, or as soon as is reasonably possible).

23.02 The Employer agrees to keep the salary and benefits whole for all workers on Union leave pursuant to article 23.01 and will bill the Union for such salary and benefits as well as premiums such as EHT, EL, CPP, and WSIB. The Union will reimburse the Employer for the cost of such salary, benefits and premiums within thirty (30) days of the date of the invoice.

23.03 Jury and Witness Duty

When an employee is required to serve on a jury or act as a witness under summons, she shall be relieved of her duties for such time as it may require. It is the employee's responsibility to come to work on any day that would otherwise be a scheduled working day that she is not actually required for jury or witness duty, or to be present in court. The employee shall not lose any seniority or benefits under Articles 30 or 32 during jury duty leave.

23.04 General Leave

The Employer may grant leave of absence without pay and without loss of seniority to any employee requesting such leave provided that it is made no fewer than two (2) weeks in advance of the commencement of the leave and that the leave will not unduly interfere with the operations of the Home. Such request to be in writing and approved by the Employer. Such requests will not be unreasonably withheld.

If an employee wants to extend their leave while on an approved leave of absence, the employee shall provide their Manager at least two (2) weeks' **written** notice before their return date. On the written request the employee shall provide the reason for requesting an extension on their leave. Such extension requests shall not be unreasonably denied.

Requests to extend an approved leave of absence **that** are not given **prior to** two (2) weeks of return date, **may** not be approved.

23.05

Bereavement Leave

Upon the death of an employee's spouse, child, parent or sibling shall be granted leave up to a maximum of five (5) consecutive calendar days without loss of pay.

Mother-in-law, father-in-law, grandparent or grandchild the employee shall be granted leave up to a maximum of three (3) consecutive calendar days without loss of pay.

It is understood that spouse as defined in this article shall include an employee's common law partner or same-sex partner.

23.06 Upon the death of an employee's, brother-in-law, sister-in-law, legal guardian, son-in-law, or daughter-in-law, the employee shall be granted leave up to a maximum of two (2) consecutive calendar days without loss of pay.

23.07 An employee shall be granted one (1) day bereavement leave without loss of pay to attend the funeral of her aunt/uncle, niece or nephew.

23.08 An employee will not be eligible to receive payment under the terms of bereavement leave for any period in which she is receiving payment for holidays pay, vacation pay or during a paid or unpaid leave of absence, while on sick leave or in receipt of benefits under WSIB.

23.09 It is understood that pay for such days of absence is limited to the days actually missed from work as per the employee's scheduled working days.

Note: Where it is necessary because of distance, the employee may be provided up to four (4) days additional unpaid leave.

23.10 Pregnancy, Parental and Adoption

(a) Parental/Pregnancy leave will be granted in accordance with the provisions of the Employment Standards Act (ESA) as amended from time to time which is as follows:

- 1) The service requirement for eligibility for parental/pregnancy leave shall be thirteen (13) weeks before the expected birth date.
- 2) The employee shall give written notification of at least four (4) weeks in advance of the date of commencement of such leave and the expected date of return. This notice shall be waived in the event of pregnancy complications, premature birth or the sudden coming into care of an adopted child.
- 3) An employee, who is the birth mother, shall be granted seventeen (17) weeks unpaid pregnancy leave. If an employee has taken a pregnancy leave, she shall be granted a further **sixty-one (61)** weeks of unpaid parental leave. If an employee has not taken a pregnancy leave, she shall be granted **three (63)** weeks of unpaid parental leave. Birth mothers may take parental leave at the end of the pregnancy leave. All other parents may take this leave within **seventy-eight (78)** weeks of the child being born or coming into care.
- 4) An employee shall be allowed to commence her pregnancy leave at any time up to seventeen (17) weeks before the expected date of delivery.
- 5) An employee shall continue to accumulate seniority rights during the entire pregnancy/parental leave. While an employee is on pregnancy/parental leave the Employer shall continue to make Employer contributions to life insurance, accidental death, EHC and dental plans unless the employee has advised the Employer, in writing, that she does not wish to continue to make the employee contributions (if any) to such plans.

- 6) Parents shall be defined to include adoptive parents and a person in a relationship of some permanence with the natural or adoptive mother or father of the child who intends to treat the child as her own.
- 7) Employees newly hired to replace employees who are on parental/pregnancy leaves may be released and such release shall not be the subject of a grievance or arbitration. If retained by the home in permanent position, the employee shall be credited with seniority from the date of hire subject to successfully completing her probationary period. The Home will outline to employees hired to fill such temporary vacancies the circumstances giving rise to the vacancy and the special conditions relating to such employment.
- 8) Upon return to work, an employee shall be reinstated to her former position, at the start of the work schedule, provided the position still exists. If not to a comparable position at the same rate of pay when the leave commenced or, if it is higher, the rate the employee would have been earning had she worked through the leave.
- 9) An employee shall give at least four (4) weeks notice of her intention to return to work, however, her leave shall not end before the expiration of six (6) weeks unless other arrangements are made with the Employer.

23.11 PREGNANCY/PARENTAL/ADOPTION
SUPPLEMENTAL UNEMPLOYMENT INSURANCE (SUB)

A full-time employee who has been continuously employed by the Employer for a period of ten (10) months since the date of the last hire will be eligible to participate in the following SUB benefit plan as follows:

An employee who is on pregnancy or parental leave as provided under this agreement, who has applied for, and is in receipt of unemployment insurance pregnancy or parental benefits pursuant to section 18 of the Unemployment Insurance Act, shall be paid a supplemental unemployment benefit for a period not exceeding fifteen (15) weeks. The supplement shall be equivalent to the difference between seventy-five percent (75%) of her normal weekly earnings and the sum of her weekly unemployment insurance benefits and any other earnings. Receipt by the Employer of the employee's unemployment insurance cheque stubs shall constitute proof that she is in receipt of unemployment insurance pregnancy or parental benefits.

The employee's normal weekly earnings shall be determined by multiplying his/her regular hourly rate on their last day worked prior to the commencement of her leave, times her normal weekly hours, plus any wage increase or salary increment that she would be entitled to receive if she were not on parental leave.

In addition to the foregoing, the Employer will pay the employee seventy-five percent (75%) of her normal weekly earnings during the first one (1) week period of the leave while waiting to receive unemployment insurance benefits.

ARTICLE 24 - WAGE RATES

24.01 The various job classifications and the applicable hourly rate therefore are set forth in schedule "A" appended hereto. Progressions within the applicable wage scales are based

upon the number of hours worked. For this purpose, 1800 hours shall equal one (1) year.

Salary progression shall become effective with the first pay period following the completion of required length of service for that progression/increment.

24.02 At the time of making payment of wages, the Employer shall furnish the employee with an accompanying statement in writing settling out:

- (a) The period for which payment of wages is made
- (b) The number of hours for which payment is made
- (c) The wage rate

24.03 Employees assigned to relieve in a higher classification shall be paid the rate for the higher classification for the full period of relief. Employees assigned to relieve in a lower classification shall not have their rate reduced.

24.04 **Effective January 1, 2026**, the Employer shall deposit into each employee's bank account the wages due to the employee on or before **Thursday** on a bi-weekly basis. Each employee shall be provided with an itemized statement as outlined in 24.02.

ARTICLE 25 - GENERAL CONDITIONS

25.01 Accommodations

The Employer shall supply employees with secure storage for personal effects. The provision of accommodations for employees to have their meals and keep a change of clothes shall be referred to the labour-management committee to be dealt with there.

25.02 The Employer agrees to supply and make available to the Union for posting of seniority lists and Union notices one (1) bulletin board on a mutually acceptable location, to inform all employees in the bargaining unit of the activities of the Union.

(Note: At this point the meeting room shall remain the mutually agreed to location.)

25.03 Uniform Allowance

Effective January 1, 2017, the Employer will provide uniforms to each Employee as follows:

- Full-Time – 3 (three) Uniforms per calendar year
- Part-Time – 2 (two) Uniforms per calendar year

Any unscheduled part-time or casual Employees will receive 1 (one) Uniform per calendar year.

25.04 Shift Premium

A shift premium shall be provided to both full-time and part-time employees for the afternoon and night shifts at the rate of **thirty-five cents (\$0.35)** per hour on all hours worked.

Within two pay periods from date of ratification, a shift premium shall be provided to both full-time and part-time employees who work between the hours of 11:00 p.m. Friday to 10:59 p.m. Sunday at the rate of **twenty-five cents (\$0.25)** per hour **payable upon ratification**.

25.05 Access to the Personnel File

An employee shall have the right, upon reasonable written request, to have access to and review her personnel file, in the presence of the General Manager or designate, and shall have the right to respond in writing to any document contained therein, which response shall become part of the permanent record. The employee shall have the right to request, in writing, copies of any document that is considered part of the personnel file. This information is to be provided within three (3) calendar days by the Employer. Any disagreement as to the accuracy of information contained in the employee's file may be subject to the grievance procedure.

ARTICLE 26 - INTERPRETATION

26.01 Wherever the plural or gender-inclusive pronoun (they, their) is used in this agreement, it shall be considered as if the singular has been used where the content so requires. Wherever the singular or masculine is used in this agreement it shall be considered as if the plural or feminine has been used where the content so requires.

26.02 The word "employee" or "employees" as used in this agreement shall mean the employees within the bargaining unit for which the Union is certified as the bargaining agent.

ARTICLE 27 - COPIES OF AGREEMENT

27.01 Copies of this Agreement will be reproduced in a format agreeable to both the Union and the Employer. The Employer shall distribute a copy to each employee. The cost of such reproduction will be borne equally by the Employer and the Union.

ARTICLE 28 - EMPLOYEE BENEFIT PLANS

28.01 **Within 90 days from date of ratification**, the Employer shall contribute the specified amount of the premium cost of the following plans for all full-time employees who have completed their probationary period on the following basis:

- (a) Within 90 days from date of ratification, the Employer will pay one hundred (100 %) percent of the cost of a life insurance plan in the amount of **\$20,000 twenty thousand** for full-time employees.
- (b) **Within 90 days from date of ratification**, the Employer will pay **sixty percent (60%)** of the premium of the dental plan (Blue Cross) #9 or equivalent at current ODA rates (as amended from time to time).
- (c) **Within 90 days from date of ratification**, the Employer will pay 100% of an extended health care plan including vision care of **\$300** over 24 months.

- (d) "A part-time employee shall receive in lieu of benefits (being those benefits to an employee, paid in whole or part by the Home, as part of direct compensation or otherwise, including holiday pay, save and except salary, vacation pay, standby pay, call back pay, reporting pay, jury and witness duty, bereavement pay an amount equal to 10% of his/her regular straight time hourly rate for all straight time hours paid".

28.02 Employees who are covered by the Benefit Plan as described in Article 30.01 (c) will be able to purchase their medications through Classic Care Pharmacy with all costs directly billed to the Insurer.

28.03 NEW PENSION PLAN – Effective February 1, 2005

1. In this Article, the terms used shall have the meanings as described:
- .01 "Plan" means the Nursing Homes and Related Industries Pension 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; and
 - iii) vacation pay.

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

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

2. Each eligible employee covered by this collective agreement shall contribute for each pay period an amount of three percent (3%) of applicable wages to the Plan. The Employer shall contribute on behalf of each eligible employee for each pay period, an amount equal to three (3%) of applicable wages to the Plan.
3. The employee and Employer contributions shall be remitted to the Plan by the Employer within thirty (30) days after the end of the calendar month in which the pay period ends for which the contributions are attributable.
4. 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 towards the cost of benefits provided by the Plan, or be responsible for providing any such benefits.

The Union and 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.

5. The Employer agrees to provide to the Administrator of the Plan, on a timely basis, all information required pursuant to the *Pension Benefits Act, R.S.O. 1990*, Ch. P-8, as amended which the Administrator may reasonably require in order to properly record and process benefits.

For further specificity, the items required for each eligible employee by Article .05 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).
 - Gender
- ii) To be Provided with each Remittance:
 - Name
 - Social Insurance Number
 - Monthly Remittance
 - Pensionable earnings
 - YTD contributions
 - Employer portion of arrears owing due to error, or late enrolment by the Employer.
- iii) To be Provided Initially and as Status changes
 - Full address as provided to the Home.
 - Termination date where applicable. (MM/DD/YY)
 - Marital status as provided to the Home.
- 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.

- 6. 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 29 - HEALTH AND SAFETY

29.01 The Employer, the Union and the employee agree that they mutually desire to maintain standards of safety and health in the Home in order to prevent accidents, injury or illness and as such will comply with the Occupational Health and Safety Act (Ontario) as amended from time to time.

29.02 A joint management and employee health and safety committee shall be constituted with at least half of the employee members from the CUPE bargaining unit, who shall identify potential dangers, recommend means of improving the health and safety programs and

of obtaining the identification of hazards and standards. The committee shall normally meet every three (3) months.

29.03 Scheduled time spent in such meetings is to be considered as time worked. Minutes shall be taken of all meetings and copies shall be distributed to the Employer and the Union.

29.04 Two representatives of the joint Health and Safety Committee, one from management and one from the employees on a rotating basis designated by the employees, shall make monthly inspections of the workplace and equipment and shall report to the Health and Safety Committee the results of their inspection. In the event of accident or injury, such representatives who are at work shall be notified immediately and shall investigate and report as soon as possible to the committee and to the Employer on the nature and causes of the accident or injury. Furthermore, such representatives who are at work must be notified of the inspection by a government inspector and shall have the right to accompany them on their inspection. Scheduled time spent in all activities shall be considered as time worked.

29.05 **Self Isolation Leave**

If an employee is required to self-isolate on the direction of the Employer, Public Health and/or a treating physician the employee shall be entitled to use sick-leave, vacation, or lieu entitlements for any hour of work lost during such period.

ARTICLE 30 - SICK LEAVE

30.01 Sick leave is for the sole and only purpose of protecting a full time employee from loss of income when they are absent from work because of illness or accident not compensable under worker's compensation.

30.02 After completion of 450 hours, each full time employee shall be credited with 3 days (22.5 hours).

30.03 A full time employee shall be credited with seven and one-half (7.5) hours (1) day for each month of employment to a total maximum accumulation of (30) days.

30.04 An employee who is sick on a scheduled work day will be paid for the scheduled day missed and such time will be deducted from her/his accumulated sick day credits.

30.05 A Physician's certificate may be required when an employee is sick and misses two (2) consecutive shifts of work. Doctor Note may be requested at 3 days. The cost of which shall be paid by the Employer.

30.06 Annually, the Employer shall advise each employee in writing of the amount of sick leave accrued to his/her credit.

30.07 To qualify for sick pay an employee must give her supervisor, or designate, at least two (2) hours advance notice for a day shift absence and at least three (3) hours advance notice for an evening or night shift absence unless unable to do so.

30.08 Family Sick Leave

Regular full-time employees who have completed their probation, may be granted leave for up to a total of three (3) days with pay per calendar year, from the employee's sick leave bank, if sick leave credits are available, for matters associated with family members, (i.e. child, parent, spouse, common-law partner, same sex spouse).

This leave is limited to the following circumstances:

- a) unpredictable family health emergencies where alternative arrangements cannot reasonably be made;
- b) unpredictable "family care arrangement" emergencies where alternative arrangements cannot reasonably be made;

ARTICLE 31 - WORKERS' COMPENSATION

31.01 In all matters governing workplace injuries or illness, the Employer and the Union shall act according to the provisions of the *Workplace Safety and Insurance Act*, as amended from time to time.

ARTICLE 32 – RETROACTIVITY

32.01 Increase to the wage schedule shall be retroactive to the dates specified and based on hours worked. Retroactivity shall be paid as soon as possible but, in any event, within sixty (60) days of the board's award or receipt of written notice of ratification. Such payments shall be made on a separate cheque or itemized on employee's regular pay cheque. The Employer will notify former employees their entitlement at their last known **email** or address on record with the Employer and they will have thirty (30) days from the date of notice within which to claim retroactivity. Thereafter, the Employer will have no further obligation to make such payments. The Union will be provided with copies of all notices sent to former employees.

ARTICLE 33 - TERM OF AGREEMENT

33.01 This agreement shall be binding and remain in effect from January 31, 2025 until **January 31, 2027** and shall continue from year to year thereafter unless either party gives to the other party notice in writing within the ninety (90) days prior to the expiration date of its intention to amend or terminate this agreement.

Signed this _____ day of March 2026.

For the Employer







For CUPE and its Local 4236

Michele Nicholson
Michele Nicholson (Mar 6, 2026 16:30:48 EST)


Chris Sutto (Mar 6, 2026 11:21:37 EST)

LETTER OF UNDERSTANDING

Between

LE8003 WC Operating (Ontario-1) O/A Guildwood Retirement Residence

And

**Canadian Union Of Public Employees
And its Local 4236**

RE. AGGRESSIVE RESIDENTS

The parties agree that if incidents involving aggressive residents occur, such action will be recorded and reviewed at the Occupational Health and Safety Committee. The parties further agree that a suitable subject for discussion at Occupational Health and Safety Committee or at the Labour Management Committee include aggressive residents, and their families.

Signed this _____ day of March 2026.

For the Employer

For CUPE and its Local 4236



Michele Nicholson
Michele Nicholson (Mar 6, 2026 16:30:48 EST)




Chris Sica (Mar 6, 2026 11:21:37 EST)



LETTER OF UNDERSTANDING

Between

LE8003 WC Operating (Ontario-1) O/A Guildwood Retirement Residence

And

**Canadian Union Of Public Employees
And its Local 4236**

RE: Pay Equity

The parties agree to the development of a Pay Equity Plan within six (6) months. The first meeting shall take place within ninety (90) days of signing the Memorandum of Settlement.

Signed this _____ day of March 2026.

For the Employer

For CUPE and its Local 4236



Michele Nicholson

Michele Nicholson (Mar 6, 2026 16:30:48 EST)





Claire Sutton (Mar 6, 2026 11:21:37 EST)



GUILDWOOD RETIREMENT RESIDENCE- WAGE GRID
TERM: February 1, 2025 to January 31, 2027

CLASSIFICATION		01-Feb-24	01-Feb-25	Special Wage	01-Feb-26
				Adjustment Date of Ratification	
		3.50%	3.50%	\$0.10	3.50%
Housekeeping	Probation	\$19.22	\$19.89	\$19.99	\$20.69
	Start	\$19.62	\$20.31	\$20.41	\$21.12
	1 Year	\$20.05	\$20.75	\$20.85	\$21.58
	2 Year	\$20.45	\$21.17	\$21.27	\$22.01
Dietary Aide	Probation	\$19.22	\$19.89		\$20.59
	Start	\$19.62	\$20.31		\$21.02
	1 Year	\$20.05	\$20.75		\$21.48
	2 Year	\$20.45	\$21.17		\$21.91
Maintenance	Probation	\$21.32	\$22.07		\$22.84
	Start	\$21.71	\$22.47		\$23.26
	1 Year	\$22.14	\$22.91		\$23.72
	2 Year	\$22.54	\$23.33		\$24.15
Cook	Probation	\$20.90	\$21.63	\$21.83	\$22.60
	Start	\$21.32	\$22.07	\$22.27	\$23.05
	1 Year	\$21.71	\$22.47	\$22.67	\$23.46
	2 Year	\$22.14	\$22.91	\$23.11	\$23.92
Reception	Probation	\$17.96	\$18.59		\$19.24
	Start	\$18.39	\$19.03		\$19.70
	1 Year	\$18.82	\$19.48		\$20.16
	2 Year	\$19.22	\$19.89		\$20.59
Activity Aide	Probation	\$19.04	\$19.71		\$20.40
	Start	\$19.51	\$20.19		\$20.90
	1 Year	\$19.90	\$20.60		\$21.32
	2 Year	\$20.35	\$21.06		\$21.80
Driver	Probation	\$17.61	\$18.23		\$18.86
	Start	\$18.03	\$18.66		\$19.31
	1 Year	\$18.44	\$19.09		\$19.75
	2 Year	\$18.85	\$19.51		\$20.19