

COLLECTIVE AGREEMENT

Between



**KRISTUS DARZS
LATVIAN HOME**

(herein referred to as the "Employer")

and

CUPE

**THE CANADIAN UNION OF PUBLIC EMPLOYEES
LOCAL 3236**

(herein referred to as the "Union")

Effective: January 1, 2024 to December 31, 2025

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ARTICLE 1 - PURPOSE OF AGREEMENT

- 1.01 It is the purpose of both parties to this agreement:
- a) To improve relations between the Employer and the Union and provide settled conditions of employment;
 - b) To recognize the mutual value of joint discussions and negotiations in all matters pertaining to working conditions, employment and service to the residents;
 - c) To establish and maintain collective bargaining relations between the Employer and its employees within the bargaining unit.
- 1.02 It is now desirable that methods of bargaining and all matters pertaining to the working conditions of the employees be drawn up in a collective agreement.

ARTICLE 2 - MANAGEMENT RIGHTS

- 2.01 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, policies and procedures of the Home;
 - b) To maintain order, discipline, efficiency and in connection herewith 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 who have acquired seniority for just cause;
 - e) To plan, direct and control the work of the employees and the operations of the Home.
- 2.02 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 3 - RECOGNITION

- 3.01 The Employer recognizes the Canadian Union of Public Employees and its Local 3236 as the sole and exclusive collective bargaining agent for all of its employees, save and except professional medical staff, registered and graduate nurses, technical, office and clerical employees, supervisors and persons above the rank of supervisor.

3.02 BARGAINING UNIT WORK

Persons whose jobs are not in the bargaining unit shall not work on any jobs which are included in the bargaining unit, except for the purposes of instruction, experimenting, or in emergencies or cases mutually agreed upon by the parties and provided that the performance of the aforementioned operations, in itself, does not reduce the hours of work or pay of any employee.

3.03 RIGHT OF FAIR REPRESENTATION

The Union shall have the right at any time to have the assistance of representatives of the Canadian Union of Public Employees or any other advisors when dealing or negotiating with the Employer. Such representative(s)/advisor(s) shall have access to the Employer's premises in order to deal with any matters arising out of this collective agreement provided the Employer has granted prior approval.

3.04 UNION OFFICERS AND COMMITTEE MEMBERS

The Union acknowledges that Stewards and Committee members have regular duties which must be performed on behalf of the Home and that such employees will not leave their regular duties without first obtaining permission to do so from their supervisor. Permission to leave their regular duties will not be unreasonably withheld by the affected supervisor. When such Union business has been completed, the employee will advise the supervisor. It is agreed that there will be no deduction from the pay of stewards or committee members for time spent on the premises of the Home while meeting with representatives from the Home during an employee's scheduled working hours for which permission has been granted by the Home.

3.05 NO OTHER AGREEMENTS

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

No individual employee or group of employees shall undertake to represent the union at meetings with the employer without proper authorization from the union. Accordingly, the Union will notify the Employer in writing of the names of its officers, committee members and stewards.

3.06 CONTRACTING OUT

The Employer agrees not to contract-out any work that would result in loss of jobs, lay-off or reduction of hours for employees of the bargaining unit. This article does not apply to the Dietary Department.

3.07 NO STRIKES AND LOCKOUTS

In view of the orderly procedures established by this agreement for the settling of disputes and the handling of grievances, the Union agrees that, during the life of this agreement, there will be no strike, and the Employer agrees that there will be no lockout, in accordance with Provincial Government Laws (including the Hospital Labour Disputes Arbitration Act HLDA) and Regulations.

ARTICLE 4 - DISCRIMINATION

4.01 Every person has a right to equal treatment with respect to employment without discrimination because of race, ancestry, place of origin, colour, ethnic origin, citizenship, creed, sex, sexual orientation, age, record of offences, marital status, same-sex partnership status, family status or disability.

Harassment in Employment

Every person who is an employee has a right to freedom from harassment in the workplace by the employer or agent of the employer or by another employee because of race, ancestry, place of origin, colour, ethnic origin, citizenship, creed, sex, sexual orientation, age, record of offences, marital status, same-sex partnership status, family status or disability.

The above shall be interpreted within the context of the Ontario Human Rights Code.

The parties to this agreement do not condone the harassment of bargaining unit members by contractors, volunteers, or visitors. Where staff is subject to such action, they are to report the incident to the Administrator who will take appropriate action.

Violence in the Workplace

The parties recognize that employees may be exposed to unwanted behaviour from others in the workplace and that such behaviour may result in injury to the employee.

Violence shall be defined as an incident in which the employee is abused, threatened or assaulted during the course of his/her employment. This includes the application of force and severe verbal abuse. All incidents involving aggression or violence shall be brought to the attention of the Joint Occupational Health and Safety Committee.

The Employer and the Union further agree that there shall be no discrimination, interference, restriction or coercion exercised or practised by any of their representatives with respect to any employee because of his/her membership or non-membership in the Union or because of his activity or lack of activity in the Union.

ARTICLE 5 - UNION MEMBERSHIP REQUIREMENT

5.01 ALL EMPLOYEES TO BE MEMBERS

All employees of the Employer shall, as a condition of employment, become and remain members in good standing of the Union, according to the constitution and by-laws of the Union. As a condition of employment, all new employees shall become and remain members in good standing of the Union within thirty (30) calendar days of employment.

ARTICLE 6 - CHECK-OFF OF UNION DUES

6.01 CHECK-OFF PAYMENTS

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

6.02 DEDUCTIONS

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, addresses, classifications and number of hours paid from whose wages the deductions have been made.

The Employer shall supply the Local Union, upon request, with an updated membership listing including names and addresses on file for each employee.

6.03 DUES RECEIPTS

At the same time that Income Tax (T-4) slips are made available, the Employer shall type on the amount of Union dues paid by each Union member in the previous year.

ARTICLE 7 - INFORMING/ACQUAINTING NEW EMPLOYEES

7.01 POTENTIAL EMPLOYEES

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

7.02 INTERVIEWING OPPORTUNITY

All new employees shall be given an opportunity to be interviewed by an executive of the Union 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 his/her responsibilities and obligations to the Employer and the Union.

The Employer shall notify the Union of all new employees recognized in Article 3.01, within ten (10) calendar days of commencing employment.

ARTICLE 8 - CORRESPONDENCE

8.01 Any correspondence between the Employer and the Union shall pass to and from the Administrator of the Home and the Recording Secretary of the Union with a copy to the President of the Local and the CUPE National Representative assigned to Local 3236.

8.02 The Employer will notify the Union President in writing of all successful applicants to the bargaining unit job postings, new bargaining unit hires and all layoffs and recalls, terminations, resignations and retirements from within the bargaining unit.

ARTICLE 9 - LABOUR-MANAGEMENT JOINT ACTION COMMITTEE

9.01 The Employer and the Union agree there shall be a Labour-Management Joint Action Committee consisting of equal representation from both Parties, such representation to be as follows:

Management:	The Administrator or designate and one delegate.
Union:	The Local Union President or designate and one delegate.

- a) The purpose of the Committee is to promote understanding, co-operation and discussion regarding issues of mutual interest and concern and to attempt, where possible, to resolve problems in the best interest of residents, employees and management in a non-adversarial manner.

- b) The Committee shall meet at least once every three (3) months, unless otherwise mutually agreed between the parties. The time and place of such meetings shall be determined by mutual agreement. Employees shall not suffer any loss of pay for attending such meetings. The Committee's administrative procedures including; agendas, minutes and structure, shall be established by mutual agreement.
- c) The Committee shall not have jurisdiction over wages, or any matter of collective bargaining, including the administration of this collective agreement.
- d) In the event that the assignment of a number of patients or a workload to an individual employee or group of employees is such as she/he or they have cause to believe that she/he or they are being asked to perform more work than is consistent with proper patient care or proper allowable time to complete assigned tasks, she/he or they shall raise the matter with the Committee.

ARTICLE 10 - LABOUR-MANAGEMENT BARGAINING RELATIONS

10.01 UNION BARGAINING COMMITTEE

A Union Bargaining Committee shall be elected or appointed and consist of not more than three (3) members of the Union. The Union will advise the Employer of the Union members on the Committee.

Representatives of the Union shall not suffer any loss of pay or benefits for total time involved in negotiations with the Employer.

ARTICLE 11 - GRIEVANCE PROCEDURE

11.01 RECOGNITION OF UNION STEWARDS AND GRIEVANCE COMMITTEE

In order to provide an orderly and speedy procedure for the settling of grievances, the Employer acknowledges the rights and duties of the Union Grievance Committee and the Union Stewards. The Steward may assist any employee, which the Steward represents, in preparing and presenting his/her grievance in accordance with the grievance procedure.

11.02 NAMES OF STEWARDS

The Union shall notify the Employer in writing of the name of each Steward and the department(s) he/she represents and the name of the Chief Steward, before the Employer shall be required to recognize him/her.

11.03 The Grievance Committee shall be composed of the President, Secretary and a Steward

11.04 DEFINITION OF GRIEVANCE

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

11.05 **SETTLING OF GRIEVANCES**

An earnest effort shall be made to settle grievances fairly and promptly in the following manner:

STEP 1

The aggrieved employee(s) will submit the grievance to his/her Steward. If the employee's Steward is absent, he/she may submit his/her grievance to the Chief Steward and/or another member of the Grievance Committee. At each step of the grievance procedure the grievor shall have the right to be present.

STEP 2

If the Steward and/or the Grievance Committee consider the grievance to be justified, he/she will first seek to settle the dispute with the employee's immediate Supervisor, by submitting the grievance to the immediate Supervisor within ten (10) working days of the event that gave rise to the grievance. The Supervisor shall meet with the Grievance Committee and, render her decision within five (5) working days of the grievance being referred to the Supervisor. Failing settlement, it may be taken to Step 3 of the grievance procedure.

STEP 3

Failing settlement being reached in Step 2, the Grievance Committee will submit the written grievance to the Administrator or designate, within seven (7) working days of the receipt of the Supervisor's Step 2 response, who shall meet with the Union within ten (10) working days of receipt of the grievance and render a decision within five (5) working days of the meeting after receipt of such notice. The Union may have the assistance of a National Representative at said meeting, if they so desire.

STEP 4

Failing a satisfactory settlement being reached at Step 3, the Union or the Employer may refer the dispute to Arbitration, in accordance with Article 12.01. The Parties may by mutual agreement refer the grievance to mediation prior to the arbitration. Such request shall be made at the same time as the request for arbitration is made in accordance with 12.01. The arbitration procedure will continue if the parties do not reach a settlement with mediator. Any settlement achieved at the mediation will be final and binding on the Employer, the Union, and the employees. The parties will share equally the fees and expenses, if any, of the mediator. It is agreed that if the grievance is not resolved through mediation, the mediator cannot subsequently arbitrate the grievance unless mutually agreed by the parties.

11.06 **POLICY GRIEVANCE**

A complaint or grievance arising directly between the Employer and the Union concerning the interpretation, application or alleged violation of the Agreement shall be originated at Step No. 3 by the Union within ten (10) working days following the circumstances giving rise to the complaint or grievance. It is expressly understood, however, that the provisions of this Article may not be used with respect to a grievance directly affecting an employee which such employee could himself institute and the regular grievance procedure shall not be thereby bypassed.

GROUP GRIEVANCE

Where a number of employees have identical grievances and each employee would be entitled to grieve separately, they may present a group grievance in writing identifying each employee who is grieving to the Administrator, or her designate within fifteen (15) working days after the circumstances giving rise to the grievance have occurred or ought reasonably to have come to the attention of the employee(s). The grievance shall then be treated as being initiated at Step No. 3 and the applicable provisions of this Article shall then apply with respect to the processing of such grievance.

11.07 DEVIATION

After a grievance has been initiated by the Union, the Employer's representative shall not enter into settlement discussions or negotiations with the grievor without the Union's permission.

11.08 WRITTEN REPLIES

Replies to grievances stating reasons shall be in writing at the last stage.

11.09 FAILURE TO ACT WITHIN TIME LIMITS

In the event the grievor, the Union or the Employer fail to process a grievance to the next step of the Grievance Procedure within the time limits specified, they shall not be deemed to have prejudiced their position in Arbitration. The time limits in the grievance procedure are not mandatory, but merely directory.

11.10 WORKING DAYS

"Working days" for the purposes of Articles 11 and 12, the Grievance and Arbitration Procedures, shall not include Saturdays, Sundays or legislated statutory holidays.

ARTICLE 12 - ARBITRATION

12.01 When either party requests that a grievance be submitted to arbitration, the party initiating arbitration shall serve notice in writing of intent to arbitrate within twenty (20) working days of the Step 3 response, and shall at the same time provide the name of one or more arbitrator(s). The other party shall reply in writing within five (5) working days of receipt of such notice.

12.02 FAILURE TO APPOINT

If the parties are unable to agree on the appointment of an Arbitrator within thirty (30) days, the appointment shall be made by the Minister of Labour upon request of either party.

12.03 EXPENSES OF THE ARBITRATOR

Each party shall pay one-half (½) of the fees and expenses of the Arbitrator.

12.04 AMENDING OF TIME LIMITS

The time limits fixed in both the Grievance and Arbitration Procedure may be extended by written consent of the parties.

12.05 The Arbitrator shall not be authorized to make any decision inconsistent with the provision of this Agreement nor to alter, modify, add to or amend any part of this Agreement.

12.06 All agreements reached under the grievances or arbitration procedure between the Employer and the Union will be final and binding upon Employer, the Union and the employees involved.

12.07 The decision of the Arbitrator shall be final and binding upon the parties hereto and the employee or employees concerned.

ARTICLE 13 - DISCHARGE, SUSPENSION AND DISCIPLINE

13.01 a) An employee who has acquired seniority may be dismissed or disciplined for just cause.

b) Right to Have Steward Present

Except where an employee is a threat to other employees or residents on the premises, or a danger to safety or to herself, when a supervisor intends upon imposing formal discipline, the supervisor shall notify the employee in advance about the purpose of the interview in order that the employee may contact a steward or union executive member who is readily available to attend to be present at the interview.

c) A steward or Local Union Officer shall have the right to consult a CUPE Staff Representative and to have him/her present at any meeting in which formal discipline is to be imposed, provided that the CUPE Staff Representative is readily available to attend the meeting such that there is no delay in the imposition of the discipline.

Notwithstanding the foregoing, where the Local Union Officer notifies the Employer that she wishes the CUPE Staff Representative to be present at a meeting at which discipline is to be imposed but the CUPE Staff Representative is not readily available to attend the meeting but is able to attend within twenty-four (24) hours of the originally scheduled meeting, the Employer will so reschedule the meeting to allow for the attendance of the CUPE Staff Representative.

d) Except as specifically provided, probationary employees are entitled to no rights or benefits of this agreement including with respect to discharge. The employment of such employee(s) may be terminated at any time during the probationary period without recourse to the grievance procedure, unless the Union claims discrimination as noted in Article 4.01 as the basis of termination.

13.02 MAY OMIT GRIEVANCE STEPS

An employee considered by the Union to be wrongfully or unjustly discharged or suspended shall be entitled to a hearing under Article 11, Grievance Procedure. Steps 1 and 2 of the Grievance Procedure shall be omitted in such cases.

13.03 PERSONNEL RECORDS

Any notice of disciplinary action which is to form part of an employee's employment record shall be given in writing with a copy to the local Union Recording Secretary. All such notices shall be removed from the employee's file after a period of eighteen (18) months from the date of issue provided that the employee's record has been discipline free in the eighteen (18) month period. An employee shall have the right, upon reasonable notice, to review his/her disciplinary and/or personnel records in the presence of his/her supervisor. The employee shall be provided with photocopies of any documents upon request.

ARTICLE 14 - SENIORITY

14.01 SENIORITY DEFINED (TYPE OF SENIORITY UNIT)

Seniority is defined as the length of service in the bargaining unit and shall include service with the Employer prior to the certification or recognition of the Union. Seniority shall be considered in determining preference or priority for promotion, transfer, demotion, lay-off, permanent reduction of the workforce, and recall, as set out in other provisions of this agreement. Seniority shall operate on a bargaining-unit-wide basis.

- 14.02**
- a) The Employer shall maintain a seniority list showing the current classification and the date upon which each employee's service commenced. An up to date seniority list shall be sent to the Union and posted on all bulletin boards in January and July of each year.
 - b) Where two (2) or more employees commence work on the same day preference shall be in accordance with the date of application.

14.03 PROBATION FOR NEWLY HIRED EMPLOYEES

A newly hired full-time employee shall be on probation for the first four hundred and fifty (450) hours worked. A newly hired part-time employee shall be on probation for four hundred and fifty (450) hours worked or six (6) calendar months, whichever occurs first. After completion of the probationary period, seniority shall be effective from the original date of employment.

14.04 LOSS OF SENIORITY

- a) An employee who is absent from work because of sickness, disability, lay-off or leave approved by the Employer shall retain and accrue seniority for a period of one (1) year.
- b) An employee who is absent due to a work-related injury or illness shall retain and accrue seniority for a period of twenty four (24) months.
- c) An employee shall only lose his/her seniority in the event:
 - i) He/she is discharged for just cause and is not reinstated;

- ii) He/she resigns and such resignation is not rescinded in writing within forty-eight (48) hours;
- iii) He/she fails to return to work within seven (7) calendar days following a lay-off and after receiving a return to work notice unless through sickness or other just cause. The Employer will send any such return to work notice to the employee by registered mail;
- iv) Does not return to work after an authorized leave, unless through sickness or other just cause;
- v) Is absent from work for a period of five (5) or more consecutive shifts without notifying the Employer of such absence unless such failure to notify was due to circumstances not within the employee's control, and/or is absent from work for a period of five (5) or more consecutive shifts without a reason satisfactory to the Employer for such absence.
- vi) Is absent due to lay off for a period in excess of twenty-four (24) months.

14.05 TRANSFER AND SENIORITY OUTSIDE BARGAINING UNIT

No employee shall be transferred to a position outside the bargaining unit without his/her consent. If an employee is transferred to a position outside of the bargaining unit, he/she shall retain his/her seniority accumulated up to the date of leaving the unit for a period of one (1) year. Such employee shall have the right to return to a position in the bargaining unit during his/her trial period, which shall be a maximum of sixty (60) calendar days. If an employee returns to the bargaining unit, he/she shall be placed in a job consistent with his/her seniority. Such return shall not result in the lay-off or bumping of an employee holding greater seniority.

ARTICLE 15 - PROMOTIONS AND STAFF CHANGES

15.01 JOB POSTINGS

- a) When a new position is created or when a vacancy of a permanent nature occurs the Employer shall post notice of the position on the bulletin board for a minimum of one (1) week, so that all members will know about the vacancy or new position. Such vacancy will be posted for seven (7) calendar days. Temporary vacancies which are reasonably anticipated to exceed two (2) months duration will also be posted in accordance with this provision.
- b) Positions shall be advertised within one week of the vacancy unless the Employer notifies the Union in writing that it does not intend upon filling the vacancy or that it intends upon delaying the filling of the vacancy. Where the employer so notifies the Union that it does not intend upon filling the vacancy or that it intends upon delaying the filling of the vacancy, the Employer will promptly meet with the Union to discuss its reasons, and if applicable the anticipated time frame for posting, and any representations that the Union may wish to make.

15.02 INFORMATION IN POSTINGS

Such notice shall contain the following information:

Nature of position, qualifications, required knowledge and education, skills, shift, hours of work, wage or salary rate or range.

15.03 No OUTSIDE ADVERTISING

No outside advertisement for any bargaining unit vacancy shall be placed until the applications of present Union members have been fully processed.

15.04 ROLE OF SENIORITY IN PROMOTIONS, TRANSFERS & STAFF CHANGES

- a) When filling a vacancy, the Employer will consider the requirements of the job, the efficiency of its operation, the knowledge, training, skill and ability of the applicant to perform the normal duties of the position, and, where these are, in the judgement of the Employer, relatively equal, seniority shall govern.
- b) When filling a temporary vacancy that is reasonably anticipated to be of two (2) months or lesser duration, the Employer may at its discretion fill the vacancy with one or more employees. In either case the Employer will fill the temporary vacancy from amongst employees within the classification who are available and willing to fill the position in order of seniority.
- c) Normally and except for extenuating circumstances, the Employer will make its determination with respect to the successful applicant to a job posting and will transfer any successful internal applicant into the awarded posting within two (2) full pay periods of the date that the vacancy was originally posted.

15.05 TRIAL PERIOD

The successful applicant for a promotion shall be notified within fifteen (15) calendar days following the end of the posting period. He/she shall be given a trial period of 225 hours worked in a full-time position, or if in a part-time position, 225 hours worked or 12 calendar weeks, whichever comes first, during which trial period he/she will be given an opportunity to familiarize himself/herself with the position. The Employer shall not curtail the trial period without just cause, before it has run its full course. The Employer, Union and the employee may agree to extend the trial period, which agreement will be made in writing. Conditional on satisfactory service, the employee shall be declared permanent after the completion of the trial period. In the event the successful applicant proves unsatisfactory in the position during the trial period, or if the employee is unable or unwilling to continue to perform the duties of the new job classification, he/she shall be returned to his/her former position, wage, or salary rate, without loss of seniority. Any other employee promoted or transferred because of the re-arrangement of positions shall also be returned to his/her former position, wage, or salary rate, without loss of seniority.

15.06 NOTIFICATION TO EMPLOYEE

Within seven (7) calendar days of the date of appointment to a vacant position, the name of the successful applicant shall be sent to each applicant and a copy posted on the Union Bulletin Board (s), with a copy provided to the Union President or designate.

15.07 TEMPORARY FULL-TIME VACANCY

A part-time employee who temporarily fills a full-time vacancy shall retain her part-time status and her part-time benefit status during the duration of the full-time temporary vacancy.

- 15.08 Where an employee will be absent on vacation, the employee may advise his/her Manager or designate in writing of his/her interest in any posting for a permanent position that may occur during his/her absence. The written notification will be treated as an application for the posting.

ARTICLE 16 - LAYOFF AND RECALL

16.01 DEFINITION OF LAY-OFF

A lay-off shall be defined as a reduction in the work force or a reduction in the regular hours of work.

16.02 NOTICE OF LAY-OFF

In the event of a proposed lay-off of a permanent or long-term nature or the elimination of a position within the bargaining unit, the Employer shall:

- a) Provide the Union with no less than twelve (12) weeks' written notice of the proposed lay-off or elimination of the position; and
- b) Provide to the affected employee(s), if any, no less than twelve (12) weeks' written notice of lay-off, or pay in lieu thereof, or a combination of written notice and pay in lieu. Consistent with the opportunity for chain bumping, all employees who are potentially impacted will be given notice of layoff at the outset of the process.

Where a proposed lay-off, results in the subsequent displacement of any member(s) of the bargaining unit, the original notice to the Union provided in (a) above shall be considered notice to the Union of any subsequent lay-off.

16.03 LAY-OFF PROCEDURE

In the event of lay-off, the Home shall lay off employees in the reverse order of their seniority, providing that there remain on the job employees who then have the ability to perform the work. An employee who is subject to lay-off shall have the right to either:

- a) Accept the layoff; or
- b) Opt to retire, 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 lay-off has the ability to meet the normal requirements of the job. An employee so displaced shall be deemed to have been laid off and shall be entitled to notice in accordance with Article 16.02.

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 seven (7) calendar days after receiving the notice of lay-off.

16.04 RECALL PROCEDURE

- a) An employee shall have the opportunity of recall from a lay-off to an available bargaining unit opening, in order of seniority, provided the employee is qualified to perform the work. The job posting procedures shall apply before any recall rights are considered.

- b) An employee recalled to work in a different bargaining unit classification from which he or she was laid off shall have the privilege of returning to the bargaining unit position held prior to the lay-off should it become vacant within six (6) months of being recalled.
- c) No new bargaining unit employees shall be hired until all those laid off have been given an opportunity to return to work and have failed to do so, in accordance with the loss of seniority provision, or have been found unable to perform the bargaining unit work available.
- d) The Employer shall notify the employee of recall opportunity by registered mail, addressed to the last address on record with the Employer (that 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 to work. The employee is responsible for his or her proper address being on record with the Employer.
- e) Employees on lay-off shall be given preference for temporary bargaining unit vacancies that are expected to exceed two (2) calendar weeks, subject to 16.04 a). An employee who has been recalled to such temporary bargaining unit vacancy shall not be required to accept such recall and may instead remain on lay-off.

16.05 BENEFIT PREMIUMS

In the event of a lay-off of an employee, the Employer shall pay for its share of insured benefit premiums for the duration of the twelve (12) week notice period.

16.06 SENIORITY, SERVICE AND RECALL RIGHTS

Laid off employees shall retain seniority, service and recall rights for twenty-four (24) months from the last date of layoff.

- 16.07 In the event of a layoff, the President of the Union Local shall not be laid off as long as she/he is able and qualified to do the work available at the Home.

ARTICLE 17 - HOURS OF WORK

17.01 FULL-TIME EMPLOYEES

a) Normal Daily Hours

The normal daily hours of work for full-time employees shall be seven and one-half (7½) hours, exclusive of a thirty (30) minute unpaid uninterrupted meal period. If the Employer requires an employee to work during the employee's meal period, the Employer will provide the employee with paid time-off equivalent to the time worked as compensation.

b) Normal Bi-Weekly Hours

The normal bi-weekly hours of work for full-time employees shall be seventy-five (75) hours averaged over a two (2) week period, exclusive of the unpaid meal periods.

17.02 PART-TIME EMPLOYEES

- a) Part-time employees shall work a minimum of four (4) hours per day and students a minimum of two (2) hours per day. In the event the part-time employee works more than four (4) hours, such period shall be exclusive of a thirty (30) minute unpaid uninterrupted meal period. If the Employer requires an employee to work during the employee's meal period, the Employer will provide the employee with paid time-off equivalent to the time worked as compensation.
- b) Assigning of Additional Hours on the Posted Schedule

When shifts become available prior to the posting of the shift schedule, the Employer will assign the shifts on the posted shift schedule in accordance with the following:

- i) First to part-time employees in order of seniority based on the employee's availability as provided pursuant to Article 26.08, to a maximum of eight (8) scheduled shifts on the posted work schedule;
- ii) Second to part-time employees in order of seniority based on the employee's availability as provided pursuant to Article 26.08, to a maximum of ten (10) scheduled shifts on the posted work schedule.

A part-time employee's total scheduled shifts shall not exceed 1248 hours per year except when hours are assigned are to replace another employee who is off work because of illness, accident, maternity leave, vacation or any other leave.

17.03 NORMAL DAILY SHIFTS

- a) The normal daily shifts shall be:

Day Shift	7:00 am to 3:00 pm
Evening Shift	3:00 pm to 11:00 pm
Night Shift	11:00 pm to 7:00 am

- b) Where the Employer proposes to introduce on a permanent or trial basis daily shifts that are not in accordance with the above, the Employer will provide the Union with at least two (2) weeks advance written notice and will meet promptly with the Union through the Labour Management Committee to discuss the Employer's plan and rationale and to consider any Union representations.
- c) The normal daily shift in a) above do not apply to the shifts for the Program and Support Services department.

17.04 WORKING SCHEDULE

- a) Week-ends off shall be distributed equitably. Employees shall receive at least every second weekend off, except by mutual agreement of the Employer and the employee. A weekend is defined as Saturday and Sunday.
- b) There shall be no split shifts.

- c) Not more than five (5) consecutive days of work shall be scheduled without days off except by mutual agreement of the Employer and the employee.
- d) The hours and days of work of each employee shall be posted in a shift schedule covering a four (4) week period in an appropriate place two (2) weeks in advance. Once posted, the shift schedule shall not be changed without the consent of the employees affected and of the Employer.
- e) Employees may request to mutually exchange shifts of work with employees in the same classification, subject to the approval of their Department Head or designate. Both of the shifts involved in the exchange must fall within the same pay period. Such request must be submitted in writing, dated and signed by the employee making the request and co-signed by the employee willing to exchange shifts and must be submitted for approval at least three (3) calendar days prior to the first requested shift in the exchange.

It is understood that employees will not be granted more than one (1) shift exchange request per pay period.

Any shift exchanges approved by the Department Head or designate shall not result in overtime compensation or any increased cost to the Employer or in any claims on the Employer of non-compliance with the scheduling provisions of this Agreement.

Both of the employees who are involved in a shift exchange are committed to working their respective exchanged shift and cannot trade or exchange that shift.

Per the Agreed Issues document, signed March 24, 2017:

- 17.04 a) and c) do not apply to part-time without master lines employees.
- 17.04 c) does not apply to part-time with master lines employees.

17.05 PAID REST PERIOD

An employee shall be permitted a rest period of fifteen (15) consecutive minutes in both the first half and the second half of each seven and one-half (7½) hour shift in an area made available by the Employer.

17.06 REPORTING PAY GUARANTEE

An employee reporting for work for her scheduled shift of work will be provided with a minimum of four (4) hours of work as may be assigned by the Employer, or if no work is available, four (4) hours reporting pay.

17.07 Nothing in this Article shall be interpreted as a guarantee of hours of work per day or per week or per bi-weekly period.

17.08 CALL-IN PROCEDURE

When a shift becomes available after the posting of the schedule, the Employer shall offer the shift in the following sequence:

- a) To part-time employees in order of seniority who

- i) Have less than four (4) shifts for the pay period. Once all staff have four (4) shifts they will be offered to staff with less than six (6) shifts;
 - ii) Are not scheduled to work during the shifts for that twenty-four (24) hour rotation (day, evening, night).
- b) To part-time employees who are not at work, have less than ten (10) shifts, and in accordance with seniority.
- c) To agency.
- d) As overtime on seniority basis to full-time employees who are not already scheduled to work in that twenty-four (24) hour rotation.
- e) As overtime to full-time employees who are at work.
- f) As overtime to employees who are scheduled to work the next shift.

ARTICLE 18 - OVERTIME

18.01 OVERTIME DEFINED

All time worked before or after the normal daily or biweekly hours, as defined in Article 17.01 a) and 17.01 b) or on a paid holiday as provided in Article 20.01 shall be considered overtime.

18.02 Overtime worked in excess of the normal daily seven and one half (7½) hour shift shall be paid at the rate of time and one-half provided the employee works seven and one-half (7½) hours in a day.

18.03 A full-time employee who works any shifts in addition to his/her normal scheduled bi-weekly hours of work as defined in Article 17.01 b), shall be paid overtime at the rate of time and one-half, provided he/she works all of his/her normal scheduled shifts inside a pay period.

An employee who is absent on paid time during his/her workweek shall be considered as if he had worked during his/her regular scheduled hours during such absence for purpose of calculating overtime.

18.04 Instead of cash payment for overtime at the rate of time and one-half (1½), an employee may choose to receive time off in lieu at straight time. An employee may accumulate up to a maximum of thirty-seven point five (37½) hours. Lieu time may be taken consecutively in whole shift increments within three (3) months of the first (1st) overtime accrual at a time mutually agreed upon by the employee and his/her supervisor.

18.05 PAYMENT FOR OR SUPPLY OF MEALS

An employee required to work more than four (4) hours' overtime shall be provided with a meal or if none is available an allowance of four dollars (\$4.00) by the Employer.

18.06 SHARING OF OVERTIME

Overtime and call back shall be offered in order of seniority among employees who are willing and qualified to perform the available work.

18.07 CALL BACK PAY GUARANTEE

An employee who is called in to work after his/her normal daily shift shall be paid for a minimum of three (3) hours at overtime rates whenever there is a break between the employee's regularly scheduled hours and the work the employee is called in to do. When the work called back for is completed, the employee shall be allowed to leave.

18.08 SUNDAY PREMIUM

An employee at work on a Sunday and required to remain on duty, after completing her/his shift shall be paid at the rate of double time for all additional hours worked.

- 18.09**
- a) Overtime premiums and other premiums shall not be duplicated or pyramided.
 - b) It is understood that shift premium shall be paid on the straight time hours actually worked on overtime shifts in which hours are worked between 3:00 pm to 7:00 am in accordance with Article 19.01. [N.B. For example, an employee who works a 3:00 pm to 11:00 pm overtime shift, inclusive of meal period, shall receive shift premium for seven and one half (7½) hours].

ARTICLE 19 - SHIFT WORK

19.01 DEFINITION OF SHIFT WORK

In recognition of the undesirable features of shift work, shift premiums shall apply on all shifts in which any hours are worked between 3:00 p.m. to 7:00 a.m.

The shift premium shall apply in calculating overtime, vacation pay, sick leave, holidays and other fringe benefits.

19.02 SHIFT PREMIUM

All employees involved in afternoon and night shift work shall receive a shift premium of forty-five cents (.45¢) hourly.

Effective April 1, 2021, all employees involved in afternoon and night shift work shall receive a shift premium of fifty cents (.50¢) hourly.

19.03 WEEKEND PREMIUM

Effective the first full pay period following the date of ratification, employees shall be paid a weekend premium of forty-five cents (.45¢) per hour for all hours worked between Friday at 23:00 hours and Sunday at 23:00 hours.

ARTICLE 20 - PAID HOLIDAYS

- 20.01** The Employer recognizes the following as paid holidays:

New Year's Day	Civic Holiday	Boxing Day
Good Friday	Labour Day	Three (3) floating holidays
Victoria Day	Thanksgiving Day	
Canada Day	Christmas Day	

20.02 PAY FOR REGULARLY SCHEDULED WORK ON A PAID HOLIDAY

An employee who is not scheduled to work on the above paid holidays shall receive holiday pay equal to one (1) day's pay. An employee who is scheduled to work shall be paid at the rate of time and one-half (1½).

20.03 COMPENSATION FOR PAID HOLIDAYS FALLING ON SCHEDULED DAY OFF

When any of the above-noted paid holidays fall 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 the employee.

This Article does not apply to part-time employees.

20.04 An employee does not qualify for a paid statutory holiday if the employee:

- a) Does not work his/her scheduled regular day of work preceding and following the holiday, unless the employee is away from work with a reasonable excuse acceptable to the Employer;
- b) Having agreed to work on a statutory holiday and does not report for work without reasonable cause;
- c) Is employed as a part-time employee.

ARTICLE 21 - VACATIONS

21.01 a) Vacation Accrual

Full-time Employees

Full-time employees' vacation will be accrued in hours per pay period, as follows:

Four percent (4%)	= ten (10) days x 7.5 hrs	= 75 hrs per year / 26 pay periods per year	= 2.88 hrs/pay period
Six percent (6%)	= fifteen (15) days x 7.5 hrs	= 112.5 hrs per year / 26 pay periods per year	= 4.33 hrs/pay period
Eight percent (8%)	= twenty (20) days x 7.5 hrs	= 150 hrs per year / 26 pay periods per year	= 5.77 hrs/pay period
Ten percent (10%)	= twenty-five (25) days x 7.5 hrs	= 187.5 hrs per year / 26 pay periods per year	= 7.21 hrs/pay period
Twelve percent (12%)	= thirty (30) days x 7.5 hrs	= 225 hrs per year / 26 pay periods per year	= 8.65 hrs/pay period

Effective commencing in the 2016 vacation year:

Fourteen percent (14%)	= thirty-five (35) days x 7.5 hrs	= 262.50 hrs per year / 26 pay periods per year	= 10.10 hrs/pay period
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After completion of three (3) years of employment, vacation accrual increases to six percent (6%).

After completion of eight (8) years of employment, vacation accrual increases to eight percent (8%).

After completion of fifteen (15) years of employment, vacation accrual increases to ten percent (10%).

After completion of twenty-four (24) years of employment, vacation accrual increases to twelve percent (12%).

Effective commencing in the 2016 vacation year:

After completion of twenty-eight (28) years of employment, vacation accrual increases to fourteen percent (14%)

Vacation can be taken in any increments greater than one (1) day as long as they have been accrued in the "hours bank". The accumulator will stop when the hours reach one and one half (1½) X eligible vacation hours.

1½ x 75 hours	= 112.5 hours for those employees currently at four percent (4%)
1½ x 112.5 hours	= 168.75 hours for those employees currently at six percent (6%)
1½ x 150 hours	= 225 hours for those employees currently at eight percent (8%)
1½ x 187.5 hours	= 281.25 hours for those employees currently at ten percent (10%)
1½ x 225 hrs	= 337.5 hours for those employees currently at twelve percent (12%)

Effective commencing in the 2016 vacation year:

1½ x 262.5 hours = 393.75 hours for those employees currently at fourteen percent (14%)

Vacation accrual in hours will be shown on employee's pay stub. Vacation hours will not be accrued during leaves of absence. An employee receiving Workers' Compensation benefits will be allowed to accrue vacation in accordance with the Workers' Compensation Act, as amended from time to time.

b) Compensation for Holidays falling within Vacation Schedule

If a paid holiday falls or is observed during an employee's vacation period, he/she shall be allowed an additional vacation day with pay at a time designated by the employee.

c) Vacation Pay

Vacation for each week of vacation shall be at the current rate of pay calculated on the basis of the employee's regular straight time rate of pay times their normal weekly hours of work.

d) Vacation Pay on Termination

An employee terminating employment at any time in the vacation year, prior to using his/her vacation, shall be entitled to a proportionate payment of salary or wages in lieu of such vacation, prior to termination.

21.02 a) **Part-time Employees**

Part-time employees shall be entitled to vacation pay in accordance with the following:

Less than three (3) years of seniority	Four percent (4%) of total earnings
Three (3) years of seniority	Six percent (6%) of total earnings
Eight (8) years of seniority	Eight percent (8%) of total earnings
Fifteen (15) years of seniority	Ten percent (10%) of total earnings
Twenty-four (24) years of seniority	Twelve percent (12%) of total earnings

Effective commencing in the 2016 vacation year:

Twenty-eight (28) years of seniority	Fourteen percent (14%) of total earnings
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Part-time employees shall receive vacation entitlement on the basis of 1950 hours equals one (1) year of seniority, in accordance with Article 26.02.

- b) Part-time employees shall be entitled to vacation leave in accordance with the following:

One (1) year of seniority	Two (2) calendar weeks
Three (3) years of seniority	Three (3) calendar weeks
Eight (8) years of seniority	Four (4) calendar weeks
Fifteen (15) years of seniority	Five (5) calendar weeks
Twenty-four (24) years of seniority	Six (6) calendar weeks

Effective commencing in the 2016 vacation year:

Twenty-eight (28) years of seniority	Seven (7) calendar weeks
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Part-time employees shall receive vacation entitlement on the basis of 1950 hours equals one (1) year of seniority, in accordance with Article 26.02.

21.03 **VACATION SCHEDULES**

Vacation scheduled for the months of June, July and August will be requested by the employee, no later than April 1 and approval for such vacation will be posted by May 1st. Requests for vacation, other than during the summer vacation period shall be considered when the employee provides at least four (4) weeks' advance written notice to his/her Supervisor. Vacation schedules once posted shall not be changed unless mutually agreed upon by the employee and Employer. The parties agree that preference for vacation shall be by department seniority.

21.04 **UNBROKEN VACATION PERIOD**

An employee shall receive an unbroken period of vacation to a maximum of three (3) weeks unless mutually agreed upon between the employee and the Employer.

ARTICLE 22 - SICK LEAVE PROVISIONS

22.01 SICK LEAVE DEFINED

Sick leave means the period of time an employee is absent from work with full pay by virtue of being sick or disabled, exposed to a contagious disease, or under examination or treatment of a physician, chiropractor, or dentist, or because of an accident for which compensation is not payable under the Workers' Compensation Act.

22.02 AMOUNT OF PAID SICK LEAVE

Sick leave shall be earned at the rate of one and one-half (1½) days for every month an employee is employed.

22.03 ACCUMULATION OF SICK LEAVE

The unused portion of an employee's sick leave shall accrue for his future benefits to a maximum of seventy-five (75) days.

22.04 DEDUCTIONS FROM SICK LEAVE

A deduction shall be made from accumulated sick leave of all normal working days (exclusive of holidays) absent for sick leave. Absence on account of illness for less than half a day shall not be deducted. Absence for half (½) a day or more, and less than a full day, shall be deducted as one-half (½) day.

- 22.05
- a) An employee who is unable to report for his/her normal daily shifts shall so inform the Employer at least two (2) hours prior to the commencement of their day shift and at least four (4) hours prior to the commencement of their afternoon or night shift, unless there is a reasonable cause for not doing so.
 - b) Proof of Illness
The employer will ask employees to submit a medical certificate in the event of any illness that lasts for three or more calendar days.
 - c) The Employer shall pay the cost of any medical certificates or medical examinations requested from an employee.

22.06 SICK LEAVE RECORDS

Upon request which may be made on a monthly basis, the Employer shall advise each employee in writing of the amount of sick leave accrued to his/her credit.

22.07 PAYMENT FOR UNUSED SICK LEAVE ON TERMINATION OF EMPLOYMENT

On severance or retirement, a full-time employee employed as of November 23, 2012, having accrued sick leave to his/her credit shall receive an amount in lieu thereof equal to one-half (½) of such credit at the rate of pay effective immediately prior to severance or retirement. Full-time employees hired after November 23, 2012 shall not be entitled to this payment.

ARTICLE 23 - LEAVE OF ABSENCE

23.01 UNION LEAVES

Subject to the operation of the Home, leaves of absence with pay or without loss of benefits may be granted to employees to attend Union functions as follows:

- a) Three (3) persons per occasion;
- b) A maximum of fifty (50) days total Union leave of absence per year. Effective commencing in the 2018 calendar year, the maximum, total Union leave of absence per year is increased to seventy-five (75) days;
- c) Provided reasonable notice is given to the Employer but in no event less than two (2) weeks.
- d) For the purpose of leaves under this section the Union will reimburse the Employer.

23.02 PAID BEREAVEMENT LEAVE

- a) An employee shall be granted five (5) consecutive calendar days' leave without loss of pay to attend the funeral and/or mourning of a child, wife, husband or common-law spouse (as defined by the Family Law Act of Ontario).
- b) An employee shall be granted four (4) consecutive calendar days' leave without loss of pay to attend the funeral and/or mourning of a step-child, brother, sister, mother, father, grandparent, father-in-law, mother-in-law and grandchild.
- c) Where the burial occurs outside the province, additional bereavement leave totaling up to seven (7) days without pay may be granted.
- d) An employee shall be granted two (2) consecutive calendar days leave without loss of pay to attend the funeral and/or mourning of a brother-in-law, sister-in-law, son-in-law or daughter-in-law.
- e) An employee shall be granted one (1) calendar of leave without loss of pay to attend the funeral and/or mourning of an aunt or uncle.
- f) In recognition of the fact that circumstances, which call for bereavement leave, are based on individual circumstances, the Employer, on request, may grant unpaid additional bereavement leave.
- g) Where an employee's scheduled vacation is interrupted due to the death of the employee's parent, spouse, sibling or child, the period of such bereavement under this provision will not be counted against the employee's vacation credits.
- h) The employee will be allowed to save one (1) of their days to which they are entitled as identified above to attend a later memorial or interment service.

23.03 PREGNANCY AND PARENTAL LEAVE

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

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

The employee shall give the Employer two (2) 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.

- ii) The employee must have started employment at least thirteen (13) weeks prior to the expected date of birth.

The employee shall give at least two (2) weeks' notice of her intention to return to work. The employee may, with the consent of the Employer, shorten the duration of the leave of absence requested under this Article upon giving the Employer two (2) 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.

Additional leave of absence may be taken under 23.03 II Parental Leave.

- b) An employee who does not apply for leave of absence under 23.03 a) i) and who is otherwise entitled to pregnancy leave, shall be entitled to and shall be granted leave of absence in accordance with 23.03 a) i) 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 his opinion, delivery will occur or the actual date of her delivery.
- c) During the period of leave, the Employer shall continue to pay the Employer's portion of medical, dental, group life, and other benefits included and prescribed by the Employment Standards Act if the employee elects, in writing, to continue her share of the premiums and pays her portion.
- d) 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 when she requests the leave of absence. If a full-time employee returns to work at the expiry of the normal pregnancy or parental leave, and the employee's former permanent position still exists, the employee will be returned to 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.

- e) 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 began.

- f) Such absence is not an illness under the interpretation of this agreement and sick leave benefits cannot be used.
- g) 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.
- h) Upon the 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 two (2) weeks' notice, in writing that she intends to take parental leave.
- i) Effective December 23, 2012, an employee who is on pregnancy leave as provided under this Agreement, who has completed ten (10) months of continuous service and has applied for and is in receipt of Employment Insurance pregnancy benefits pursuant to the Employment Insurance System, shall be paid a supplemental employment benefit. That benefit will be equivalent to the difference between seventy-five percent (75%) of her regular weekly earnings and the sum of 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 she is in receipt of Employment Insurance pregnancy 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. 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.

II 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 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 his/her own.
- c) Parental leave must begin no later than seventy-eight (78) weeks after the day the child is born or comes into the custody, care and control of the parent for the first time. For employees on pregnancy leave, parental leave will begin immediately after pregnancy leave expires. Parental leave shall be granted for up to sixty-one (61) weeks in duration if the employee also took pregnancy leave and sixty-three (63) weeks in duration if they did not.
- d) 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.

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.

- e) For the purposes of parental leave, the provisions under Article 23 a), c), d), e), f) & g) shall also apply.

23.04 PAID JURY OR COURT WITNESS DUTY LEAVE

The Employer shall grant leave of absence without loss of seniority to an employee who serves as juror or who is required by subpoena to attend a criminal or civil proceeding. The Employer shall pay such an employee, for a maximum of the difference between normal earnings and the payment received for jury service or court witness excluding payment for travelling, meals or other expenses. The Employee will present proof of service and the amount received.

23.05 GENERAL LEAVE

Subject to the operational requirements of the Home, the Employer may grant leave of absence without pay or benefits to an employee. An employee requesting such leave shall give the Employer as much notice as possible and in no event, will give less than two (2) weeks' notice.

- 23.06** Where employees are required by the Employer to take courses to upgrade or acquire new employment qualifications, the Employer will pay the full cost associated with the courses.

- 23.07** 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.

- 23.08** Employees returning to work from an approved leave of absence of sixty (60) days or more shall provide the Employer with two (2) weeks advanced notice of their return.

ARTICLE 24 - PAYMENT OF WAGES AND ALLOWANCES

24.01 WAGE ADJUSTMENTS

The Employer shall pay salaries and wages in accordance with Schedule "A" attached hereto and forming part of this agreement.

24.02 PAY ON TEMPORARY TRANSFER, HIGHER RATED JOB

When an employee temporarily relieves in or performs the principle duties of a higher paying position at a flat rate of pay, he/she shall receive the rate for the job. The employee shall qualify for any pay increments based on length of service in the temporary assignment.

Where the higher position is outside the bargaining unit, the employee shall receive the rate of pay for the position filled.

24.03 PAY ON TRANSFER, LOWER RATED JOB

- a) When an employee is transferred to a lower rated classification due to layoff, job posting, or at the employee's request, the employee will be placed at the level of the lower wage grid that corresponds with the employee's service.
- b) Where the Employer requires that an employee be temporarily assigned to perform the duties and assume the responsibility of a lower rated paying position in the bargaining unit, she shall continue to be paid her regular rate of pay during such temporary assignment. It is understood that this provision does not apply where the employee is transferred to a lower rated paying position for reasons specified in above or where the employee is employed in more than one classification.

24.04 RESPONSIBILITY ALLOWANCE

When there is neither an RN or a supervisory employee (or person above the rank of supervisor) who is an RN in the building and there are RPN's scheduled to work in the building, the Employer will appoint one (1) RPN to be in charge of the building, and the RPN will be paid an allowance of seven dollars and fifty cents (\$7.50) for a full shift, pro-rated for shifts of less than seven and one-half (7½) hours duration.

ARTICLE 25 - EMPLOYEE BENEFIT PLAN

- 25.01**
- a) The Employer shall pay one hundred percent (100%) of the premium cost of Sun Life Dental Plan #9, or its equivalent (current ODA rates as may change from time to time), on behalf of each bargaining unit employee and their dependants.

The provisions of the dental plan shall be amended to provide for routine recalls for persons eighteen (18) years of age and older every nine (9) months.

- b) The Employer agrees to maintain the current Major Medical Plan or its equivalent on behalf of employees in the bargaining unit and their dependants with the monthly premium costs paid one hundred percent (100%) by the Employer.

The Drug Plan will provide for generic equivalent product unless the prescription contains a written direction from the physician that the prescribed drug is not to be substituted with another product. Furthermore, if there is no generic equivalent product for the prescribed drug or medicine, the amount covered is the cost of the prescribed product. Add a dispensing fee cap of eight dollars (\$8.00) per prescription. The Employer will agree to introduce a Drug Card.

Effective November 27, 2009, eliminate semi-private coverage.

- c) Effective the first full pay period following the date of ratification, vision care will be increased from two hundred twenty-five dollars (\$225.00) to two hundred seventy-five dollars (\$275.00) every twenty-four (24) months.
- d) The Employer, for the life of this agreement, will continue to provide Life Insurance for each employee in the bargaining unit, equivalent to one annual salary.

Note: It is understood that the benefits outlined herein become effective after the probationary period and do not apply to part-time employees.

25.02 LONG TERM DISABILITY PLAN

Basic Plan to provide at least 66-2/3 of gross earnings; total disability means unable to engage in own occupation for two years; premiums to be shared 50/50.

25.03 EMPLOYEE BENEFIT PLAN DISCLOSURE

The Employer shall provide the Union with a copy of all employee benefit and health and welfare master plan text and amendments.

25.04 RETURN TO WORK

An employee who is no longer deemed to have a compensable injury shall be placed in his/her former position with the Employer provided he/she has retained seniority and can perform the essential duties of the job.

25.05 The Home and the Union agree that the employee who has sustained a work-related injury should be returned to work as quickly as possible.

In order to assist with this process, the Home and the Union agree to establish a Modified Work Committee.

The Committee will consist of one (1) CUPE representative and one (1) representative from the employer.

The Committee will review cases where an employee returning to work from WSIB benefits requires permanent or substantial temporary modification of his/her former duties.

25.06 BENEFITS: WSIB, SICK LEAVE, PAID & UNPAID LEAVES

The Employer shall continue to pay its share of premiums for benefit plans for full-time employees who are on a leave of absence not paid by the Employer for the calendar month in which the unpaid leave commenced and the following full calendar month, if the employee continues her contribution, if any, towards said benefits. If the employee wishes to continue benefit coverage after the Employer's share of the premium payment obligations ceases under this provision, the employee will be responsible for the full payment of the benefit premiums for the benefit plans for the period of absence.

The Employer shall continue to pay its share of premiums for benefit plans for full-time employees who are on a leave of absence paid by the Employer or on WSIB if the employee continues her contribution, if any, towards said benefits. It is understood that the obligation of the Employer to pay the aforesaid benefits while on WSIB shall continue for up to thirty (30) months following the date of the injury.

25.07 EI PREMIUM REDUCTION

The employee's share of the Employer's unemployment insurance premium reduction will be retained by the Employer towards offsetting the cost of the benefits contained in this agreement.

25.08 CHANGE OF CARRIER

It is understood that the Employer may at any time substitute another carrier for any plan (other than OHIP), provided the benefits conferred thereby in total are not decreased. Before making such a substitution, the Employer shall notify the Union to explain the

proposed change and to ascertain the views of the employees. Upon request by the Union, the Employer shall provide to the Union full specification of the Benefit Programs contracted for and in effect for the employees covered herein.

ARTICLE 26 - PART-TIME EMPLOYEES

26.01 Part-time employees with master lines are defined as employees regularly scheduled to work twenty-four (24) hours or less per week.

Part-time employees without master lines are defined as who are scheduled to work to replace other employees who are absent from their master line shifts or to work shifts that do not form part of any master line.

Whenever the term "part-time employee" is used in this collective agreement it shall mean both part-time employees with master lines and those without.

26.02 Seniority for part-time employees shall be based on actual hours worked, i.e. 1950 hours equals one (1) year of seniority.

26.03 Part-time employees shall not be covered by Articles 22 and 25, but in lieu of those benefits (effective January 1, 1998) they shall receive an additional twelve percent (12%) of their applicable hourly rate for each hour worked.

26.04 Newly created part-time master lines will be posted and filled in accordance with Article 15. The Employer reserves the right to determine the number of part-time employees with master lines.

26.05 The provisions of the Collective Agreement that are applicable to part-time employees shall apply both to part-time employees with master lines and those without, unless expressly provided otherwise.

26.06 Weekends off for part-time employees with a master line shall be as per Article 17.04 a). For part-time master lines, the Employer will attempt to schedule the majority of shifts worked for two (2) of the three (3) time periods (days, evenings or nights); however, this undertaking shall not be construed as a guarantee nor shall the Employer have any liability if such a schedule is not achieved.

26.07 The creation of part-time master lines will not result in the lay-off of any full-time employees.

26.08 WORK AVAILABILITY AND COMMITMENT

a) Submission of Written Availability of Part-Time Employees

Part-time employee written availability to work additional scheduled shifts and call-ins must be submitted two (2) weeks prior to the posting of the four (4) week shift schedule.

Part-time employees who submit written availability for a shift on a specific date are making a commitment to hold themselves available to answer calls from work and to attend to if needed to work on that shift, except in extenuating circumstances when the Employer in its discretion may waive this requirement.

b) **Work Commitment of Part-Time Employees without Master Lines**

Part-time employees without master lines are required to work a minimum of six (6) shifts in each four (4) week shift schedule, if the shifts are needed by the Employer. This is not a guarantee of hours.

The six (6) shift minimum requirement must include at least two (2) shifts that fall on a weekend(s). This minimum six (6) shift work requirement is a total of the shifts worked for which the employee is posted on the four (4) week shift schedule and call-ins worked by the employee in the same shift schedule. To satisfy this minimum work commitment, the employee must:

- i) Provide written availability to work at least six (6) shifts on each posted four (4) week shift schedule, which availability must include at least two (2) shifts that fall on a weekend(s);
- ii) Accept and work call-in shifts during each posted four (4) week schedule in which call-in shifts are offered to the employee which must include two (2) shifts that fall on a weekend(s), if so offered.

In extenuating circumstances, the Employer in its discretion may temporarily waive this requirement.

For the purpose of this provision, weekend shifts are defined as shifts between Friday at 23:00 hours and Sunday at 23:00 hours.

ARTICLE 27 - HEALTH AND SAFETY

27.01 CO-OPERATION ON SAFETY

The Union and the Employer shall co-operate in promoting and improving rules and practices which promote an occupational environment which will enhance the physiological and psychological conditions of employees and which will provide protection from factors adverse to employee health and safety.

27.02 UNION/EMPLOYER HEALTH AND SAFETY COMMITTEE

A Health and Safety Committee shall be established which is composed of an equal number of Union and Employer representatives, but with a minimum of two (2) Union and two (2) Employer members. The Health and Safety Committee shall hold meetings at least every three (3) months, or more frequently if requested by the Union or by the Employer for jointly considering, monitoring, inspecting, investigating, reviewing and improving health and safety conditions and practices. Minutes shall be taken of all meetings and copies shall be sent to the Employer and Union.

27.03 HEALTH AND SAFETY COMMITTEE PAY PROVISIONS

Time spent by members of the Committee in the course of their duties shall be considered as time worked and shall be paid for in accordance with the terms of this agreement.

ARTICLE 28 - UNIFORM AND CLOTHING ALLOWANCE

28.01 FULL-TIME SUPPLY OF OR ALLOWANCE FOR WORK CLOTHING OR UNIFORMS

Full-time employees required to wear uniforms shall have them supplied and laundered by the Employer. In the alternative, the Employer shall pay such employees seven dollars (\$7.00) monthly towards the cost of such uniforms.

28.02 UNIFORM ALLOWANCE FOR PART-TIME EMPLOYEES

The Employer shall pay part-time employees seven cents (.07¢) per hour commencing the first (1st) pay period following the date of the Interest Award of May 30, 2018.

ARTICLE 29 - JOB DESCRIPTIONS AND NEW CLASSIFICATIONS

29.01 Every position shall have a written job description. Copies of job descriptions and policies and procedures relevant to these job descriptions, and any amendments thereto, will be made available to the Union and to employees. If requested, the Employer will meet with the Union to discuss any Union representations with respect to the job descriptions.

29.02 When a new classification in the bargaining unit is established by the Employer, the Employer shall determine the rate of pay of such new classification. Once the rate is determined and then within two (2) calendar weeks, the Employer shall advise the Union of the rate.

If the Union disagrees with the rate, it shall have the right to request a meeting with the Employer. The Union shall make its request within fourteen (14) calendar days of receipt of notice from the Employer of the new classification and the rate. 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 an agreement, the agreement is effective as of the date on which the Employer gave the Union notice of the new rate.

When the Employer makes a substantial change in the job content of an existing classification which in reality causes such classification to become a new classification, the employer agrees to meet with the Union if requested to permit the Union to make representation with respect to the appropriate rate of pay.

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 with fifteen (15) calendar days of the meeting.

Any decision by a Board of Arbitration, or Arbitrator as the case may be, 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 classifications.

Any change awarded as a result of Arbitration shall be retroactive only to the date on which the Union raised the issue with the Employer.

ARTICLE 30 - MISCELLANEOUS

30.01 The Employer shall provide Union Bulletin Boards, which shall be placed so that all employees will have access to them and upon which the Union shall have the right to post notices concerning Union business.

30.02 STAFF MEALS

Staff meals shall be supplied at a cost to employees of three dollars and fifty cents (\$3.50).

30.03 SURVEILLANCE

Surveillance cameras and related equipment may be installed by the Employer to protect the Employer's premises and to enhance the personal safety of the residents and employees. Surveillance cameras will not be used to monitor daily activities of staff unless there is evidence or suspicion of inappropriate activities that affect the safety and/or welfare of the residents, staff and/or the Home. Employees shall be informed of installation of surveillance cameras.

ARTICLE 31 - RETROACTIVITY

31.01 The employer will pay the January 1, 2024 wage increases retroactively on the basis of all hours paid to all present employees and the employees who have left the employ of the home. Retroactivity will be paid to current employees, by separate cheque within thirty (30) days* after the ratification of this Memorandum of Settlement by both parties or after the date of the arbitration award, as may be applicable. The Employer will notify by registered mail to their last known address employees who have left the home of retroactivity. Such employees will have sixty (60) calendar days from the date of mailing to claim their retroactivity.

Unless otherwise specified, the provisions agreed for the renewal agreement shall take effect as of January 1, 2023.

*Notwithstanding the above, the parties agreed in their December 22, 2015 Memorandum of Settlement that for the 2014 – 2016 round, the retroactivity will be paid within three full pay periods after January 12, 2016, the date of ratification of the Memorandum of Settlement.

ARTICLE 32 - TERM OF AGREEMENT

32.01 DURATION

This Agreement shall be binding and remain in effect from January 1, 2024 to December 31, 2025, and shall continue from year to year thereafter unless either party gives to the other party notice to bargain, in writing, within ninety (90) calendar days of the expiry date of this agreement.

ARTICLE 33 - PENSION PLAN

33.01 Each employee covered by this Agreement may contribute from each pay cheque an amount equal to three percent (3%) of gross wages to a mutually agreed upon pension fund.

The Employer shall match such contributions, the amount being three percent (3%) of gross wages. The Employer shall initiate the pension plan no later than June 1, 1998.

33.02 Effective December 31, 2009, Employer and employee contributions to the Nursing Homes and Related Industries Pension Plan will commence in accordance with the following:

A) The Nursing Homes and Related Industries Pension Plan

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

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

“Applicable Wages” means the basic straight time wages for all hours worked, including:

- a) The straight time component of hours worked on a holiday;
- b) Holiday pay, for the hours not worked; and
- c) Vacation pay

All other payments, premiums, allowances etc. are excluded.

“Eligible Employee” means full-time and part-time employees in the bargaining unit who have completed nine hundred and seventy-five (975) hours of service.

- B) Effective April 11, 2023, each Eligible Employee covered by this Collective Agreement shall contribute from each pay period an amount equal to three percent (3%) of applicable wages to the Plan. The Employer shall match such contributions, the amount being three percent (3%) of applicable wages.

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

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

- C) The employee and Employer contributions shall be paid to the Plan within thirty (30) days after the end of the calendar month in which the pay period ends for which the contributions are attributable.
- D) 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

exceeds that which the Employer would have if the Plan were a defined contribution plan.

- 1) 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-5 as amended, which the Administrator may reasonably require in order to properly record and process pension contributions and pension benefits.

The information required to be provided by the Employer may be provided in the form normally maintained by the Employer, whether on computer disc, manual records or otherwise. In the event such information is not readily available without review of other information not relevant to the Plan, the Plan shall make arrangements with the Employer for access to the required information. This may include the Employer providing such information at reasonable cost to the Plan. If the Administrator of the Plan and Employer are unable to agree on the form of such access, a mutually acceptable third party, such as a firm of accountants and auditors, shall be retained at the expense of the Plan to obtain such information from the Employer's files.

Such information shall be provided only on enrolment of an employee or with the monthly remittances.

Any additional information requests beyond that noted above may be provided, if possible, by the Employer, it being understood that any additional costs of such request shall be borne by the Plan.

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

- a) To be Provided Once Only at Plan Commencement

Date of Hire

Date of Birth

Date of first Remittance

Seniority List to include hours from date of hire to Employer's fund entry date (for purposes of calculations past service credit).

- b) To be Provided with each Remittance

Name

Social Insurance Number

Monthly remittance

Pensionable Earnings

Employer portion of arrears owing due to error, or late enrolment by the Employer

- c) To be Provided Periodically

Address as provided to the Home once when the employee joins the plan, and annually for all employees in October of every year

Termination date when applicable

- d) To be Provided Once, if they are Readily Available

Gender

Marital Status

IN WITNESS WHEREOF THE PARTIES HAVE HEREUNTO EXECUTED THIS AGREEMENT

THIS ____ DAY OF _____, 2026.

KRISTUS DARZS LATVIAN HOME

Inese Pogule

Linda Choi

**CANADIAN UNION OF PUBLIC
EMPLOYEES AND ITS LOCAL 3236**

Carolyn Battulayan

Nick valente

Sandy Paiva

SCHEDULE 'A' – FULL-TIME & PART-TIME SALARY GRIDS

Classification	Effective	2023-Jan-01 +3.5%	2024-Jan-01 +3.5%	2025-Jan-01 +3.5%	2025-Dec-08 +\$2.00
HSKP Laundry Programs/Services Building/Property Services	Probation	\$22.05	\$22.82	\$23.62	
	1st Year	\$22.05	\$22.82	\$23.62	
	2nd Year	\$22.56	\$23.35	\$24.17	
	3rd Year	\$22.81	\$23.61	\$24.44	
	4th Year	\$23.07	\$23.88	\$24.72	
Maintenance Activation Aide (Certified)	Probation	\$23.37	\$24.19	\$25.04	
	1st Year	\$23.37	\$24.19	\$25.04	
	2nd Year	\$24.12	\$24.96	\$25.83	
	3rd Year	\$24.34	\$25.19	\$26.07	
	4th Year	\$24.62	\$25.48	\$26.37	
RPN	Probation	\$27.72	\$28.69	\$29.69	\$31.69
	1st Year	\$27.72	\$28.69	\$29.69	\$31.69
	2nd Year	\$28.69	\$29.69	\$30.73	\$32.73
	3rd Year	\$29.27	\$30.29	\$31.35	\$33.35
	4th Year	\$29.65	\$30.69	\$31.76	\$33.76
PSW	Probation	\$26.48	\$27.41	\$28.37	
	1st Year	\$26.48	\$27.41	\$28.37	
	2nd Year	\$27.22	\$28.17	\$29.16	
	3rd Year	\$27.45	\$28.41	\$29.40	
	4th Year	\$27.72	\$28.69	\$29.69	
Resident Assistant			\$21.52	\$22.27	

** Activity Aide (Certified) applies to Activity as defined in Section 73 of Regulation 246/22 of the Fixing Long Term Care Act , 2021:*

Part-Time employees are entitled to 12% in lieu of benefits.

Increment Notations for Part-Timers

*Probation	1 – 450 hours
*1st year	451 – 1950 hours
*2nd year	1951 – 3900 hours
*3rd year	3901 – 5850 hours
*4th year	5851 hours or more

LETTER OF UNDERSTANDING - RE: CPR COURSES

It is agreed that in circumstances where the Employer makes arrangements for the provision of renewal CPR training on site, the Employer will not charge employees a fee for participation in the course. It is clearly understood, however, that this provision does not apply where an employee participates in a CPR renewal course off-site of the Kristus Darzs Latvian Home site. It is also understood that employees are solely responsible for the cost of attaining their initial CPR certification.

IN WITNESS WHEREOF THE PARTIES HAVE HEREUNTO EXECUTED THIS AGREEMENT

THIS 7 DAY OF August, 2026.

KRISTUS DARZS LATVIAN HOME:





Linda Choi (Aug 14, 2026 11:09:38 EDT)

**CANADIAN UNION OF PUBLIC
EMPLOYEES AND ITS LOCAL 3236**



Carolyn Beaulayan (Aug 7, 2026 13:01:11 EDT)



Nicola Valente (Aug 7, 2026 16:54:18 EDT)



Sandy Pavia (Aug 17, 2026 15:59:57 EDT)

LETTER OF UNDERSTANDING - RE: PENSION DEDUCTIONS DURING UNION LEAVES

The parties agree that commencing on January 12, 2016, the Employer will deduct from the pay of an employee who is on union leave pursuant to Article 23.01, the employee's pension contributions as set out in Article 33.02 B). The Employer will remit to NHRIPP the employee's pension contributions and the Employer's matching contribution. The Union agrees to reimburse the Employer for the Employer's share of the pension contributions in accordance with Article 23.01 d).

IN WITNESS WHEREOF THE PARTIES HAVE HEREUNTO EXECUTED THIS AGREEMENT

THIS 07 DAY OF August, 2026.

KRISTUS DARZS LATVIAN HOME:



Linda Choi (Aug 14, 2026 11:09:38 EDT)

**CANADIAN UNION OF PUBLIC
EMPLOYEES AND ITS LOCAL 3236**



Carolyn Beaulayan (Aug 7, 2026 13:01:11 EDT)



Nicola Valente (Aug 7, 2026 16:54:18 EDT)



Sandy Pavia (Aug 17, 2026 15:59:57 EDT)

LETTER OF UNDERSTANDING - RE: CALL-IN PROCEDURE

The parties agree to meet during the term of this agreement to discuss any issues or concerns arising from the call-in procedure under Article 17.08.

IN WITNESS WHEREOF THE PARTIES HAVE HEREUNTO EXECUTED THIS AGREEMENT

THIS 7 DAY OF August, 2026.

KRISTUS DARZS LATVIAN HOME:





Linda Choi (Aug 14, 2026 11:09:39 EDT)

**CANADIAN UNION OF PUBLIC
EMPLOYEES AND ITS LOCAL 3236**



Carolyn Bagulayan (Aug 7, 2026 13:01:11 EDT)



Nicole Valente (Aug 7, 2026 16:54:18 EDT)



Sandy Peiva (Aug 17, 2026 15:59:57 EDT)
