

COLLECTIVE AGREEMENT

CEDARBROOK LODGE
(hereinafter referred to as “the Employer”)

and

CANADIAN UNION OF PUBLIC EMPLOYEES
and it’s LOCAL 3437
(hereinafter referred to as “The Union”)

Term

January 1, 2020 - December 31, 2022

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ARTICLE 1 – PURPOSE OF AGREEMENT

- 1.01 It is the purpose of both parties to this Agreement:
- 1) To improve relations between the Employer and the Union and provide settled conditions of employment;
 - 2) To recognize the mutual value of joint discussions and negotiations in all matters pertaining to working conditions, employment and service;
 - 3) To encourage efficiency in operations; and
 - 4) To promote the morale, well-being and security of all employees in the bargaining unit of the Union.
- 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 this Collective Agreement.

ARTICLE 2 – RECOGNITION AND NEGOTIATION

- 2.01 The Employer recognizes the CANADIAN UNION OF PUBLIC EMPLOYEES as the bargaining agent of all employees at Cedarbrook Lodge in Metropolitan Toronto, save and except supervisors, persons above the rank of Supervisors, Social Coordinator, Accounting and Market Manager.
- 2.02 No employee shall be required or permitted to make a written or verbal agreement with the Employer or his/her representative which may conflict with the terms of this Collective Agreement.
- 2.03 Bargaining Unit Work
- (a) Persons whose jobs (paid or unpaid) who are not in the bargaining unit, shall not work in any jobs which are included in the bargaining unit except in cases mutually agreed upon in writing by the parties, or in cases where the resident or families have made private arrangements, or in emergencies where bargaining unit employees are not available.
 - (b) It is understood, however, that management personnel may perform work for the purpose of instructing members of the bargaining unit, for experimental purposes or in emergencies.
 - (c) It is also understood and agreed that unpaid volunteers may perform services, which are normally performed by volunteers, in order to enhance the care and well-being of the residents.

- (d) No employee may enter into a financial agreement with a resident and/or their responsible party with whom the Employer has a contractual relationship with. Further, no employee may request and/or receive monies from any resident for any reason without the knowledge and approval of the Employer.
 - (e) Management personnel may continue to relieve employees in the receptionist classification while such employees are on their rest and meal breaks, or while such employees are temporarily away from the reception desk, provided the use of management personnel for such purposes is not expanded beyond the extent of existing practice-outlined within this paragraph.
- 2.04 The Employer shall not bargain with or enter into any agreement with an employee or group of employees in the bargaining unit. No employee or group of employees 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. Likewise, the Employer shall supply the Union with a list of its supervisory personnel with whom the Union may be required to transact business.
- 2.05 The Union shall have the right at any time to have the assistance of a designated National Representative of CUPE when dealing with or negotiating with the Employer. The representative shall have reasonable access to the Employer's premises upon notification to the Employer in order to handle grievances, attend meetings, and deal with matters arising out of this Collective Agreement.
- 2.06 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. Such permission shall not be unreasonably withheld. Stewards shall not leave the Employer's premises during such a period.
- 2.07
- a) A full-time employee is defined as one who is regularly scheduled more than forty-five (45) hours per two (2) week period.
 - b) A part-time employee is defined as one who is regularly scheduled forty five (45) hours or less per two (2) week period.
 - c)
 - i) A casual employee is defined as a person who works on an intermittent and irregular basis and who works on an "as needed when needed basis" depending on the Employer's requirements and the employee's indicated availability.
 - ii) A casual employee who refuses three (3) requested work assignments in any three (3) month period, without providing a reasonable explanation to the Employer, will be deemed to have terminated their employment and will

lose accumulated seniority. The employee will be advised after the second refusal of this clause.

2.08 Names and Addresses

The Employer shall provide the names and addresses and phone numbers of all bargaining unit employees to the local, with a copy sent to the National Representative, at the same time as seniority lists are posted.

2.09 Whereas the Union and the Employer have come to an understanding regarding the use of Agency employees, both parties agree that the Employer will not use the Agencies when current qualified Bargaining Unit Members are available to cover the shift.

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, 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;
- (e) Have the right to plan, direct and control the work of the employees and the operations of the Home.

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 there shall be no discrimination, interference, restriction or coercion exercised or practiced with respect to any employee in the matter of hiring, wage rates, training, upgrading, promotion, transfer, layoff, recall, discipline, discharge or otherwise, by reason of age, race, creed, colour, national origin, political or

religious affiliation, sex or marital status, place of residence nor by reason of his/her membership or activity in the Union.

ARTICLE 5 – UNION MEMBERSHIP REQUIREMENT

5.01 All employees of the Employer covered by this agreement shall as a condition of employment, become and remain members in good standing 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) days of employment.

ARTICLE 6 – CHECK-OFF AND UNION DUES

6.01 The Employer shall deduct from every employee 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 fifteenth (15th) day of the following month for which the dues were levied. The cheque shall be accompanied by a list of 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 operation of this Article.

ARTICLE 7 – EMPLOYER AND UNION SHALL ACQUAINT NEW EMPLOYEES

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 twenty (20) 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.

7.02 The Employer will provide the Secretary of the Local Union with a list monthly of hiring's, terminations, resigning, job postings, transfers, demotions, layoff, 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 Manager or her designate and the Recording Secretary of the Local Union with a copy to the CUPE National Representative.

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 the following general matters:
- (a) Considering constructive criticisms of all activities so that better relations shall exist between the Employer and the employees;
 - (b) Promoting safety and sanitary practices; and
 - (c) Reviewing suggestions from employees, questions of working conditions.
- 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 a 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 and signed by the joint chairpersons as promptly as possible after the close of the meeting. The Union, the CUPE Representative and the Employer shall each receive two (2) signed copies of the minutes within three (3) days following the meeting.
- 9.06 The Committee shall not have jurisdiction over wages, or any matter of 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 conclusions 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 (a) The Employer agrees to keep the Lodge properly staffed at all times. When an employee, who is regularly scheduled to work, is unable to be present for any reason, the Employer shall call in a replacement as soon as is practically possible.
- (b) When a part-time employee who is regularly scheduled to work is unable to be present for any reason, other than a prearranged absence with the prior consent of the Employer for a duration of longer than one (1) full day, the Employer may call in a replacement. In such case, this shall be done as soon as is reasonably possible.

In the instance of the prearranged absence cited above, the Employer shall arrange for a replacement no later than immediately after the first (1st) full day of absence provided a replacement is required by the Employer.

ARTICLE 10 – LABOUR MANAGEMENT BARGAINING RELATIONS

10.01 The Employer acknowledges the Union's right to appoint or otherwise select a Negotiating Committee composed of not more than four (4) employees and will recognize and deal with the said Committee. Such employees shall suffer no loss of pay for the time spent during scheduled hours of negotiations with the Employer up to but not including conciliation and arbitration proceedings.

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 three (3) stewards, whose duties shall be to assist any employee whom the steward represents, in presenting his grievance 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 It is the mutual desire of both parties that complaints be resolved effectively and efficiently. The grievance procedure shall not be invoked until the Employee has attempted to resolve the complaint with her supervisor or designate. Documentation of this attempt, which may include the reasons why it was not possible to complete the process, will be required before proceeding to Step 1. The Employee is entitled to Local Union representation at any such meeting.

Step 1

If she is not satisfied with the response, the complaint or difference shall be submitted in writing to the supervisor within seven (7) working days of the discussion. The supervisor shall provide a written reply to the complaint or question within seven (7) working days from receipt of the complaint or difference. The employee shall be entitled to Union representation.

Step 2

Failing a satisfactory settlement, the employee may lodge a grievance in writing to the Manager or her designated representative within seven (7) working days of receipt of the supervisor's reply under Step 1. Within seven (7) working days of receipt of the written

grievance, the Manager or her designated representative shall meet with the Grievance Committee to discuss the matter and render a decision. In addition to the Grievance Committee, the employee shall be entitled to the assistance of the CUPE National Representative assigned to the Local.

Step 3

Failing a satisfactory settlement, the Union may forward the grievance, in writing, to the Senior Executive Director or designated representative within seven (7) working days of receipt of the reply to Step 2. The Union and the Employer shall meet with the Grievance Committee to discuss the matter. The Senior Executive Director or designate shall render a decision forwarded to the Union within seven (7) working days of the meeting. The Employer is entitled to assistance from their Head Office should they so require it. The Local Executive may request assistance from the CUPE National Representative.

Step 4

Failing a satisfactory settlement being reached at Step 2, either party may refer the grievance to Arbitration.

- 11.05 Either party to this Collective Agreement may lodge a grievance in writing with the other party within ten (10) days of occurrence 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 grievance shall start at Step 2.

The party receiving the grievance shall respond within five (5) working days following receipt of the grievance.

- 11.06 After a grievance has been initiated by the Union, the Employer's representative shall not enter into discussion or negotiation with respect to the grievance, either directly or indirectly with the aggrieved employee for the purpose of resolving the grievance.

- 11.07 In determining the time within which any action is to be taken or completed under the terms of this Agreement, such time limits shall be exclusive of Saturdays, Sundays and paid holidays.

11.08 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 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.
- (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 both parties.

ARTICLE 12 – ARBITRATION

- 12.01 When either party requests that a grievance be submitted to arbitration, the request shall be made by registered mail addressed to the other party to the Agreement, indicating the name and address of its selection for a sole arbitrator.
- 12.02 If the the parties fail to agree upon a sole arbitrator within ten (10) days of appointment, the appointment shall be made by the Provincial Minister of Labour, upon the request of either party.
- 12.03 The decision of the sole arbitrator shall be final, binding and enforceable on all parties. The sole arbitrator 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.
- 12.04 The expenses of the sole arbitrator shall be shared equally between the parties.
- 12.05 No person shall act on an Arbitrator who has been involved in attempts to settle any grievance.
- 12.06 The time limit fixed in both the grievance and the arbitration procedure may be extended by consent of the parties.
- 12.07 In determining the time within which any action is to be taken or completed under the terms of this Agreement, such time limits shall be exclusive of Saturdays, Sundays and paid holidays.

ARTICLE 13 – NO STRIKES – NO LOCKOUTS

- 13.01 The Employer will not cause or direct any lockout of its employees and the Union and employees will not cause, direct, encourage or participate in any strike so long as this Agreement shall remain in effect. A strike or lockout shall be as defined in the *Ontario Labour Relations Act*, R.S.O. 1980, Chapter 228 as amended.

ARTICLE 14 – SENIORITY

14.01 Full-Time

- (a) Seniority for employees shall mean length of service in the bargaining unit from the last date of hiring. Seniority for the purpose of wage progression shall be determined on the basis of hours worked with one (1) year for each one thousand eight hundred (1800) hours paid. Seniority for all other purposes shall be based on the employee's date of hire.
- (b) Seniority shall be used in determining preference or priority for promotion, transfer, demotion, layoff, permanent reduction of the work force, and recall, as set out in other provisions of this Agreement. Seniority shall operate on a bargaining-unit-wide basis. Credit will be given for service with the Employer prior to the certification or recognition of the Union that is from the employee's last date of hire.

(c) Part-Time

Part-time and casual employees will accumulate seniority to be used for all purposes including vacation entitlement and wage progression on the basis of each one thousand eight hundred (1800) hours paid in the part-time bargaining unit since their last date of hire provided they successfully complete their probationary period of four hundred and fifty (450) hours paid from date of last hiring.

- 14.02 (a) A bargaining unit employee whose status is changed from regular full-time to regular part-time shall receive credit for his/her seniority from last date of hire by computing such continuous service into hours paid on the basis of one (1) year equates to one thousand eight hundred (1800) hours and shall accumulate on the basis of hours worked thereafter. A part-time employee going to full-time shall have his/her hours converted to years or part thereof, using the same formula, every one thousand eight hundred (1800) hours equates to one (1) year of service.
- (b) Entrance into full-time status from regular part-time status shall be obtained by being the successful applicant on a regular full-time posting.

14.03 The Employer shall maintain a seniority list of employees in the bargaining unit (most senior to least senior). An up-to-date seniority list shall be sent to the Union and posted on the main bulletin boards in January and July of each year.

14.04 A newly hired employee shall be considered on probation for a period of four hundred and fifty (450) hours worked 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 employee(s) may be terminated any time during the probationary period without recourse to the grievance procedure, unless the

Union claims discrimination as noted in Articles 4.01 and 4.02 as a basis of termination. After completion of the probationary period, seniority shall be measured from the last date of hiring.

14.05 An employee shall lose his seniority in the event:

- (a) He is discharged for just cause and is not re-instated;
- (b) He resigns or quits and does not rescind within twenty-four (24) hours;
- (c) He 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 his current address unless unable to do so because of sickness or accident of his recall from layoff. It shall be the responsibility of the employee to keep the Employer informed of his current address;
- (d) Absence occasioned by illness for more than thirty (30) months;
- (e) He is absent from work for more than thirty (30) months by reason of absence while on WSIB;
- (f) He is absent from work in excess of three (3) working days without obtaining leave of the Employer;
- (g) The employee has been laid off and not recalled to work for twenty-four (24) months; and
- (h) The employee uses a Leave of Absence for other than what the leave was intended for.

14.06 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, but will not accumulate any further seniority. 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) 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 layoff or bumping of an employee holding greater seniority.

ARTICLE 15 – JOB POSTINGS

15.01 (a) When a permanent vacancy occurs due to a resignation or termination, or when a new position is created with the bargaining unit (unless the Employer notifies the Union in writing that it 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 five (5) working days. Temporary vacancies in excess of thirty (30) days will also be posted.

- (b) The job posting notice shall stipulate the position open, qualifications required, department and shift(s).
- (c) The Employer may fill the vacancy on a temporary basis until the job posting provisions have been completed and fully processed.
- (d) The Employer may engage in outside advertising, however no new employees will be hired until the applications of bargaining unit employees have been processed.

15.02 All applications received will be considered within seven (7) working days of the last day of posting of the notice under 15.01(a). The Employer shall consider the qualifications and ability of the applicants and shall appoint the senior applicant having the required qualifications.

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

15.03 In determining the time within which any action is to be taken or completed under the terms of this Agreement, such time limits shall be exclusive of Saturdays, Sundays and paid holidays.

15.04 The successful applicant shall be placed on trial in the new position for a period of two (2) months. Such trial promotion or transfer shall become permanent after the trial period unless prior to the trial period ending the following takes place:

- (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.

15.05 Job Descriptions

The Employer agrees to draw up job descriptions for all positions within the bargaining unit and whenever the positions are changed, provide a copy to the Union.

15.06 New Classification

When a new classification within the bargaining unit is established or a position is substantially changed by the Employer, the Employer shall determine the rate of pay for such new classification. Once the rate is determined and then within seven (7) days, the Employer shall advise the Union of the rate.

If the Union disagrees with the rate, it shall have the right to request a meeting with the Employer. At such meeting, the parties will review the rate; the Employer's rationale for establishing the rate, and the reasons the Union disagrees with the rate. If the parties reach agreement, the agreement is effective as of the date on which the Employer gave the Union notice of the new rate. If the parties are unable to reach an agreement, either party may refer the dispute to arbitration, as provided in this agreement, provided the referral is made within fifteen (15) days of the meeting.

Any decision by 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 Employer gave the Union notice of the new rate or when the Union raised the issue with the Employer.

15.07 Where a part-time or casual employee is replacing a full-time employee on a temporary basis for a period of twelve (12) consecutive months, that employee shall be considered fulltime for the purpose of the collective agreement. Vacations and paid leaves will not be considered as a break with regards to the twelve (12) consecutive months. Upon return of the full-time employee, the incumbent will return to their previous part-time/casual status and to their original position held.

ARTICLE 16 – LAYOFFS AND RECALLS

16.01 Definition

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

16.02 Notice of Layoff

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

- Provide the Union with no less than six (6) weeks written notice of the proposed layoff or elimination of position. This notice is not in addition to required notice as required by the *Employment Standards Act*.

- Provide affected employees, with notice in accordance with the *Employment Standards Act*. However, the *Act* will be deemed to be amended to provide notice to the affected employee as follows:
 - If his/her service is greater than nine (9) years – nine (9) weeks' notice
 - If his/her service is greater than ten (10) years – ten (10) weeks' notice

Such notice will be handed to the employee and a signed acknowledgement requested if the employee is at work at the time the notice is ready for delivery. In the alternative, it shall be mailed by registered mail. An employee on lay-off and recalled to a temporary position shall not be entitled to further notice of lay-off.

NOTE: Where a proposed layoff results in the subsequent displacement of any member(s) of the bargaining unit, the original notice to the Union provided as above shall be considered notice to the Union of any subsequent layoff.

16.03 Layoff and Recall

In the event of layoff, the Home shall lay off employees in the reverse order of their seniority, within their classification, providing that there remain on the job employees who have the ability and qualifications to perform the work.

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 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) 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 16.03 (c).

16.04 Recall

- (a) An employee shall have opportunity of recall from a layoff to an available opening, in order of seniority, provided he or she has the ability and qualification to perform the work. Positions will first be posted so all bargaining unit employees may apply for the job before such opening is filled by recall. If the position being filled is the same position and shift as was held by the person immediately prior to his/her layoff, the job will not be posted and the person will be recalled into her former position.
- (b) An employee recalled to work in a different classification from which he or she was laid off shall have the privilege of returning to the position held prior to the layoff should it become vacant within six (6) months of being recalled.
- (c) No new employees shall be hired until all those laid off have been given an opportunity to return to work and have failed to do so, in accordance with the loss of seniority provision, or have been found unable to perform the work available.
- (d) The Employer shall notify the employee of recall opportunity by registered mail, addressed to the last address on record with the Employer (which notification shall be deemed to be received on the 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 being on record with the Employer.
- (e) Employees on layoff shall be given preference for temporary vacancies which are expected to exceed fifteen (15) working days but less than six (6) weeks without the need to post such vacancies as required under Article 15 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.

16.05 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.

16.06 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 in Article 16.02.

16.07 Laid off employees shall retain seniority, service and recall rights in accordance with Article 14.05 (g).

ARTICLE 17 – HOURS OF WORK

17.01 (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 per week, or days of work per week.

The regular work shift for employees shall be seven and one-half (7½) working hours per day exclusive of a one-half (½) hour meal period. The seven and one-half (7½) hours will be worked within an eight (8) hour period.

(b) An employee's seniority shall be the determining factor in the assignment of additional hours of work, and shift preferences, provided she has the required qualifications.

(c) i) Part-time and casual employees who normally work less than seven and one-half (7½) hours per day shall not work less than four (4) hours per day.

ii) Hours of less than four (4) hours per day may be scheduled in the Dietary Department and such schedule will not constitute a violation of Article 17.01 (c) i).

(d) Meal Breaks

It is understood that the meal period is to be uninterrupted except in cases of emergency. In the event that an employee's meal period is interrupted, the remainder of the time owing will be scheduled at a later time during the shift. If the Employer is unable to reschedule the remainder of the employee's meal break, the employee will be paid her regular base rate of pay for the missed but unused break time.

17.02 The hours and days of work of each employee shall be posted in the reception area and on the main floor in the nursing office or 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 posting.

17.03 No time will be changed by employees after posting unless such changes are arranged by the employees and submitted in writing for approval by the supervisor. Such approval shall not be unreasonably withheld.

17.04 Employees shall be permitted a fifteen (15) minute rest period in the first half and the second half of a shift in an area made available by the Employer.

17.05 The work week shall commence at 11:00 p.m. Friday night.

17.06 The Employer shall endeavour to provide at least one (1) weekend off in two (2) weeks.

- (a) Shifts of less than seven and one-half (7½) hours will be scheduled as necessary to meet operational needs.
- (b) There will be no meal period or rest period in shifts of less than four (4) hours.
- (c) Employees working on shifts of more than four (4) hours but less than seven and one-half (7½) hours shall receive a one-half (1/2) hour meal period and one fifteen (15) minute rest period.

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

17.08 The posted work schedule may be changed by the Employer with the consent of the employee.

17.09 Call-In Procedure

- (a) It is understood that the classifications are those as set out in Schedule “A” of the Collective Agreement. It is expressly understood and agreed that the “Aides” category of classifications consists of the following separate and distinct classifications: Dishwasher; Waiter/Waitress; Housekeeping Aide; Laundry Aide.
- (b) It is understood that a shift will not be offered to an employee under this Call-In process if any one of the following conditions would arise if the shift is offered to the employee:
 - i) The shift would constitute an overtime shift for the employee to whom it is offered;
 - ii) The shift would attract any other form of premium pay for the employee to whom it is offered, other than shift premium;
 - iii) Working of the shift by the employee to whom it is offered will result in the violation of any scheduling provision of the Collective Agreement;
 - iv) The employee has previously indicated unavailability to work the shift;
 - v) The employee would have less than eight (8) hours off between “full seven and one-half (7½) hour shifts”;
 - vi) the employee would work more than eight (8) hours in a twenty-four hour period, as defined as the twenty-four (24) hour period from midnight of the next day.

- (c) Where a “full shift” becomes available for a shift in which employees are scheduled for “short shifts”, it is the full shift that will be offered for call-in in accordance with the process set out below.

17.10 Full-Time Employee Shift

- (a) Where an extra shift that would regularly be scheduled to be worked by a full-time employee becomes available after the posting of the schedule (hereinafter referred to as the “available full-time shift”), the Employer shall offer the shift to those full-time employees within the classification for which the shift has become available who have not been scheduled for seventy-five hours in the bi-weekly period and who are not already scheduled to work during the same timeframe or part thereof as the available shift, in order of seniority.
- (b) Where the Employer is unable to fill the available full-time shift in accordance with the above, the Employer will offer the extra full-time shift to those regular part-time employees within the classification for which the shift has become available and who are not already scheduled to work during the same timeframe or part thereof as the available shift in order of seniority.
- (c) Where the Employer is unable to fill the available full-time shift in accordance with the above, the Employer will offer the said shift to those regular part-time employees who are not within the classification but who have been designated by the Employer as eligible for call-in for the classification, and who are not already scheduled to work during the same timeframe or part thereof as the available shift, in order of seniority.
- (d) Where the Employer is unable to fill the available full-time shift in accordance with the above, the Employer will offer the said shift to casual part-time employees within the classification for which the shift has become available and who are not already scheduled to work during the same timeframe or part thereof as the available shift in order of seniority.
- (e) Where the Employer is unable to fill the available full-time shift in accordance with the above, the Employer will offer the said shift to those casual part-time employees who are not within the classification but who have been designated by the Employer as eligible for call-in for the classification, and who are not already scheduled to work during the same timeframe or part thereof as the available shift, in order of seniority.

17.11 Part-Time Employee Shift

- (a) Where an extra shift that would regularly be scheduled to be worked by a part-time employee becomes available after the posting of the schedule (hereinafter referred to as the “available part-time shift”), the Employer shall offer the shift to those regular part-time employees (i.e. Non-casual part-time employee) within the

classification for which the shift has become available and who are not already scheduled to work during the same timeframe or part thereof as the available shift, in order of seniority.

- (b) Where the Employer is unable to fill the available part-time shift in accordance with the process above, the Employer will offer the said shift to those regular part-time employees who are not within the classification but who have been designated by the Employer as eligible for call-in for the classification, and who are not already scheduled to work during the same timeframe or part thereof as the available shift, in order of seniority.
- (c) Where the Employer is unable to fill the available part-time shift in accordance with the process above, the Employer will offer the said shift to those casual part-time employees within the classification for which the shift has become available and who are not already scheduled to work during the same timeframe or part thereof as the available shift, in order of seniority.
- (d) Where the Employer is unable to fill the available part-time shift in accordance with the process above, the Employer will offer the said shift to those casual part-time employees who are not within the classification but who have been designated by the Employer as eligible for call-in for the classification, and who are not already scheduled to work during the same timeframe or part thereof as the available shift, in order of seniority.
- (e) Where the Employer is unable to fill the available part-time shift in accordance with the process above, the Employer will offer the said shift to those full-time employees within the classification for which the shift has become available who have been scheduled for less than seventy-five (75) hours in the bi-weekly period and who are not already scheduled to work during the same timeframe or part thereof as the available shift, in order of seniority.

17.12 Agency Workers

Whereas the Union and the Employer have come to an understanding regarding the use of Agency employees, both parties agree that the Employer will not use the Agencies when current qualified Bargaining Unit Members are available to cover the shift.

ARTICLE 18 – OVERTIME

18.01 Overtime shall be paid for all hours worked over send and one-half (7½) hours in a shift and seventy-five (75) hours bi-weekly, at the rate of time and one-half (1½) the employee's regular rate of pay.

18.02 (a) 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 (1½) times her regular rate for all work

performed on that shift. The shift so defined will constitute the employee's holiday shift.

- (b) An employee who is absent on paid time during his scheduled work week because of sickness, Worker's Compensation, bereavement, holidays, vacation, or union leave on scheduled days of work, shall be considered as if he had worked during his regular scheduled hours during such absence for the calculation of eligibility for overtime rate.

18.03 (a) Full-Time

Call back shall mean the calling into work of an employee within eight (8) hours of the completion of a regularly scheduled shift.

(b) Part-Time and Casual

Call back shall mean the calling into work of a part-time and casual employee within three (3) hours of the completion of a regularly scheduled shift.

18.04 In the case of a call back, an employee shall be paid for the time actually worked at one and one-half (1½) times her applicable hourly rate but in no case will the employee receive less than three (3) hours of work or three (3) hours pay at one and one-half (1½) times her applicable hourly rate.

18.05 (a) Full-Time

In the case of a "call in", an employee who is assigned less than four (4) hours or work shall be paid a minimum of four (4) hours at her applicable hourly rate unless she shall otherwise be entitled to receive overtime pay for such hours.

(b) Part-Time and Casual

In the case of a call in, a part-time/casual employee who is assigned less than her regularly scheduled hours of work with a minimum of three (3) hours, shall be paid a minimum of three (3) hours or up to a maximum of four (4) hours based on her regularly scheduled hours of work at her applicable hourly rate, unless she shall otherwise be entitled to overtime pay for such hours.

18.06 "Call in" shall mean the calling into work of an employee on a regularly scheduled day off.

18.07 No employee will be required by the Employer to change her posted work schedule in order to avoid the payment of overtime.

18.08 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.

- 18.09 Failure to provide at least eight (8) hours rest between shifts shall result in payment of overtime at established rates for any hour worked during such rest period.
- 18.10 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.
- 18.11 An employee required to work more than four (4) hours overtime shall be allowed a one-half (½) hour meal break.

Overtime and call back time shall be offered to employees in accordance with the following procedure:

a) The Employer shall ensure there is an up to date schedule posted at reception which is in order of seniority.

b) The Employer shall first offer an overtime shift and/or call backs (without incurring overtime) to the employee with the most seniority, that is qualified to do the work and within the same classification. Subsequent offers for overtime and/or call backs will be on a rotational basis within the same classification where the opportunity exists. For example, once an employee accepts an overtime or call back opportunity, the next time an opportunity overtime/call back within the same classification will be provided to the next person on the seniority list within the classification. This process will continue.

I. In the event an employee rejects the overtime or call in shift, the Employer will move on to the next employee on the seniority list and provide him or her with the opportunity.

II. If an employee does not answer the phone, the Employer will leave a voicemail for the employee. If the overtime or call in shift is for the same day, once the Employer leaves a voicemail for an employee, the Employer is expected to move onto the next employee on the seniority list and provide the opportunity to the next employee.

III. If the overtime or call in shift is for the following day, once the Employer leaves a voicemail for an employee, the employee with the most seniority must call back within 15 minutes of the voicemail in order to be deemed entitled to said shift.

IV. Should the employee not call back within 15 minutes, the Employer is expected to move onto the next employee on the seniority list within the classification.

c) If there are no employees within the classification to perform the overtime work or accept the call in, the Employer will offer overtime or the call in to qualified employees in any other classification, will be called, in accordance with the procedure outlined in Article 18.12.

18.12 In the event overtime is required to be worked at the end of a regularly scheduled shift, such work will be offered to the employees in order of their seniority on the job at the time, within the same classification, with the most senior employee being given the preference.

18.13 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.

18.14 Shift Premium

A shift premium shall be payable to both full-time, part-time and casual employees for the evening and night shifts at the rate of fifty (.50), effective date of award, (May 19, 2022) cents per hour, when the majority of hours are worked within the defined evening or night hours. An employee shall not be required to rotate for entitlement to the premium.

Evening is defined as Night is defined as:

-1500 to 2300 hours
-2300 to 0700 hours

The above premium is only paid for the hours worked between 1500 and 0700 hours.

18.16 Weekend Premium

A weekend premium shall be payable to both full-time, part-time and casual employees for all hours worked during the period 2300h Friday to 2259h Sunday each weekend. The weekend premium shall be paid in addition to the shift premium.

A weekend premium shall be payable to both full-time, part-time and casual employees for the weekend shift at the rate of ten cents (\$0.10) per hour, effective date of award.

ARTICLE 19 – PAID HOLIDAYS

19.01 The Employer recognizes the following as paid holidays:

- | | | |
|-----|--------------------|------------------|
| (a) | New Year's Day | Civic Holiday |
| | Family Day | Labour Day |
| | Good Friday | Thanksgiving Day |
| | Victoria Day | Christmas Day |
| | Canada Day | Boxing Day |
| | Two (2) Float Days | |

Note: For the purpose of clarity there are 10 paid holidays and two (2) float days.

(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 or float day.

Float Language

Full-time employees who have completed their probation shall be entitled to an additional float holiday annually.

Requests for the float day must be submitted in writing to the supervisor at least two (2) 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.

19.02 Qualifying for Holidays

In order to qualify for paid holiday entitlement, an employee must have worked his/her full scheduled shifts immediately prior to or following the paid holiday.

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

19.03 Notwithstanding the provision of Article 19.02, when an employee is absent from the preceding and/or following shifts due to illness, the employee will be eligible for one (1) day's holiday pay during any one (1) period of the illness.

19.04 Subject to Article 19.02, an employee who is not scheduled to work on the above paid holiday shall receive holiday pay equal to one (1) day's pay.

19.05 Subject to Article 19.02, any employee scheduled to work on a holiday and who does not report for work shall forfeit her holiday and her holiday pay unless the absence is due to illness confirmed by doctor's certificate in which case the employee will receive holiday pay.

19.06 Subject to Article 19.02, 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 mutual agreement within thirty (30) days prior to, or thirty (30) days following the holiday.

19.07 An employee who works on a paid holiday will be paid one and one-half (1½) times his/her regular hourly rate for the number of hours he/she works on the holiday, and shall be given a day off with pay in lieu for the holiday within the ninety (90) days immediately preceding or the ninety (90) days immediately following the holiday or a day's pay in lieu of the day off.

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

ARTICLE 20 – NO PYRAMIDING

20.01 There shall be no pyramiding of premium pay, overtime pay, sick leave pay and paid holiday pay.

ARTICLE 21 – VACATIONS

21.01 For the purposes of calculating an employee’s eligibility, the employee’s anniversary date of hire shall be used.

21.02 Vacation entitlement shall be as follows:

(a) Full-Time

Less than one (1) year	One (1) day per month to a maximum of ten (10) days at four percent (4%) of earnings
One (1) year	Two (2) weeks at four percent (4%) of earnings
Three (3) to eight (8) years	Three (3) weeks at six percent (6%) of earnings
Eight (8) to fifteen (15) years	Four (4) weeks at eight percent (8%) of earnings
Fifteen (15) to twenty-five (25) years	Five (5) weeks at ten percent (10%) of earnings
Twenty-five (25) years and over	Six (6) weeks at twelve percent (12%) of earnings
Effective January 1, 2012 Twenty-three (23) to twenty-nine (29) years	Six (6) weeks at twelve percent (12%) of earnings
Effective January 1, 2012 Thirty years (30) and over	Seven (7) weeks at fourteen percent (14%) of earnings

(b) Part-Time

Less than 1800 hours paid	Four percent (4%) of earnings
1800 hours paid	Four percent (4%) of earnings – Two (2) weeks
5400 hours paid	Six percent (6%) of earnings - Three (3) weeks
14400 hours paid	Eight percent (8%) of earnings – Four (4) weeks
27000 hours paid	Ten percent (10%) of earnings – Five (5) weeks
45000 hours paid	Twelve percent (12%) of earnings – Six (6) weeks

Vacation pay will be paid to all part-time and casual employees on the basis of the above schedule in the first pay period in June of each year.

21.03 The periods at which employees shall take vacation shall:

- (a) 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, requests for carrying vacation into the next year will be reviewed and considered on an individual basis. Requests for carrying over not more than five (5) days of vacation from one year to the next will be considered by the Employer if the written request is received by October 31st in any year.
 - (c) Every effort shall be made so that the full-time employees may take their vacation during prime time that is during the period of June 15th to September 15th. Unless requested by an employee, vacation shall be scheduled for two (2) continuous weeks.
 - (d) Part-time employees will not normally schedule their vacations during prime time; that is during the period June 15th to September 15th of each year.
- 21.04 Vacation pay for each week of entitlement shall be at the current weekly rate. However, when an employee has been absent on an unpaid leave of absence for greater than thirty (30) days, vacation pay shall be paid in accordance with Article 21.02.
- 21.05 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.
- 21.06 Not later than May 1st, the Employer shall post a notice listing the names of all employees with corresponding vacation schedule dates and such scheduled dates shall not be changed except with the employees' consent.
- 21.07 Vacation pay shall be paid to each full-time employee going on vacation on the last pay day immediately preceding her vacation or on the payroll immediately following her vacation if requested by the employee.
- 21.08 An employee terminating employment for whatever reason shall be paid their proportionate amount of vacation pay owing to them on their final pay cheque.
- 21.09 If a paid holiday falls or is observed during an employee's vacation period, and she qualifies as per Article 19.02, she will be allowed an additional day with pay at a time mutually agreeable to the employee and the Employer.

ARTICLE 22 – BEREAVEMENT LEAVE

- 22.01 Upon the death of an employee's spouse, mother, father, brother, sister, child (and legal foster child), stepchild or grandchild, an employee shall be granted leave up to a maximum of four (4) consecutive scheduled days without loss of pay.

22.02 Upon the death of an employee's step-parents, mother-in-law, father-in-law, brother-in-law, sister-in-law, legal guardian, grandparent, son-in-law or daughter-in-law, the employee shall be granted leave up to a maximum of three (3) consecutive scheduled days without loss of pay, ending the day following the day of the funeral.

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

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

It is understood that if an employee is on sick leave and attends the funeral, the bereavement leave will not be charged against sick leave accumulated.

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

ARTICLE 23 – PREGNANCY/PARENTAL LEAVE

23.01 Pregnancy and parental leaves will be granted for pregnancy 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, 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 if the Employer requests, 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. Additional leave of absence may be taken under 23.01 i) a) Parental Leave.

- (b) An employee who does not apply for leave of absence under 23.01 a) i) and who is otherwise entitled to pregnancy leave, shall be entitled, and shall be granted leave of absence in accordance with 23.01 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 maternity or adoption 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.

If the employee's former position is no longer available, the employee may exercise their seniority to bump into another position of the same or lesser value if they can meet the normal requirements of the job and are qualified without training other than orientation.

All employees who fill a vacancy 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 of absence began and in the absence of such a system or practice shall reinstate the employee in accordance with the provisions of Article 15.02.
- (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 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) **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 birth of a 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 within thirty-five (35) weeks of the birth of the child or within thirty-five (35) weeks of the day the child first came into the custody, care and control of the parent. For employees on pregnancy leave, parental leave will begin immediately after pregnancy leave expires. Parental leave shall be granted for up to thirty-seven (37) weeks in duration and shall, in all cases, be completed within fifty-three (53) weeks of the date the child is born, or comes into custody, care and control of a parent for the first time.
 - d) An employee not on pregnancy leave requesting parental leave shall give the employer four (4) weeks written notice of the date the leave is to begin.
 - e) For the purposes of parental leave, the provisions under 23.01 a), c), d), e), f), g) and h) shall also apply.

ARTICLE 24– PAID JURY OR COURT WITNESS DUTY LEAVE

24.01 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 shall present proof of service and the amount received. Payment for part-time employees shall be based on their regular scheduled working days for the period involved.

ARTICLE 25 – UNION LEAVE OF ABSENCE

25.01 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 three (3) employees at any one time.

- (b) The combined leaves of absence for Union activity for all Union representatives shall not total more than forty (40) days in any calendar year. The Union may request additional days and such request will not be unreasonably denied.
- (c) The Union shall notify the Employer in writing two (2) weeks in advance of the requested leave of absence. Where the leave sought is for a leave of ten (10) days or more, the Union will notify the Employer in writing three (3) weeks in advance of the requested leave of absence.

25.02 The Employer agrees to keep the salary and benefits whole for all workers on Union Leave pursuant to Article 25.01 and will bill the Union for such salary and benefits as well as statutory premiums such as EHT, UIC, CPP and WSIB. The Union will reimburse the Employer for the cost of such salary benefits and statutory premiums within thirty (30) days of the date of the invoice.

ARTICLE 26 – GENERAL LEAVE

26.01 The Employer may grant leave of absence without pay and without loss of seniority to any employee requesting such leave, such request to be in writing and approved by the Employer in writing. Such request will not be unreasonably withheld.

ARTICLE 27 – WAGE RATES

27.01 The various job classifications and the applicable hourly rates are set forth in Schedule “A” appended hereto. Progression within the applicable wage scales is based upon the number of hours paid. For this purpose, one thousand eight hundred (1800) hours shall equal one (1) year.

Salary progression shall become effective with the first (1st) pay period following the completion of required length of service for that progression/increment.

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

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

27.03 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.

27.04 The Employer shall pay the wages due to employee's bi-weekly on Friday.

On each pay day, each employee shall be provided with an itemized statement of her wages, overtime and other supplementary pay deductions.

ARTICLE 28 – GENERAL CONDITIONS

28.01 Accommodation shall be provided for employees to have their meals and keep and change their clothes.

28.02 The Employer shall provide two (2) 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.

28.03 Uniform Allowance

Uniform allowance is for the sole and exclusive purpose of maintaining and purchasing proper work attire. Except where uniforms are provided or not required by the Employer, employees, shall receive a uniform allowance of eleven dollars and fifty cents (\$11.50), effective date of award, for every 150 hours worked.

28.04 Mandatory Training

Should the Employer require an employee to take training, time and cost of such training shall be paid for by the Employer.

ARTICLE 29 – INTERPRETATION

29.01 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.

29.02 The word “employee” or “employees” as used in this Agreement shall mean the employees referred to in Article 2.01 of this Agreement, which employees are within the bargaining unit for which the Union is certified as the bargaining agent.

ARTICLE 30 – COPIES OF AGREEMENT

30.01 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 31 – BENEFITS

31.01 The Employer agrees to 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) Life Insurance

The Employer will pay one hundred percent (100%) of the cost of a life insurance plan equivalent to 1.5x the employee's annual salary for full-time employees.

(b) Dental Benefit

The Employer will pay sixty percent (60%) of the premium of the dental plan (Blue Cross #9 or equivalent). This includes the current ODA rate as amended from time to time. Dental coverage will have a cap of \$3,500 per individual per year. Dental coverage will include coverage for crowns and caps on the following co-payment arrangement: 75% employer – 25% employee

(c) Extended Health and Vision

The Employer will pay one hundred percent (100%) of an extended health care plan including vision care of three hundred dollars (\$300) every twenty-four (24) months, effective date of award.

(d) Drug Card

A direct payment drug card will be provided to each eligible employee. Drugs that legally require a prescription, covered at ninety percent (90%), maximum dispensing fee of seven dollars and fifty cents (\$7.50), generic substitution applies unless the original drug is medically required.

Prescription coverage will have a cap introduced of \$3,500 per individual per year, within which there will be a cap of \$500 per individual per year for lifestyle drugs.

(e) Changes to Benefit Plan

During the term of the Collective Agreement, the benefit plan may only be changed by the Employer to a plan that is equivalent or better and provide advance notice to the Union with copies of the proposed new plan.

31.02 Pension Plan

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

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

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

- i) The straight time component of hours worked on a holiday;

- ii) Holiday pay, for the hours not worked;
- iii) Vacation pay;
- iv) Paid sick leave as per Article 33 of the Collective Agreement;
- v) Bereavement leave;
- vi) Jury Duty; and
- vii) Negotiations and grievance meetings;

All other payments, premiums, allowances and similar payments 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.

- 2) Each Eligible Employee covered by this collective agreement shall contribute for each pay period an amount equal to four percent (4%) of applicable wages to the Plan. The Employer shall contribute on behalf of each eligible employee for each pay period, an amount equal to four percent (4%) 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 the Employer acknowledge and agree that under current pension legislation and/or regulations, the Employer has no requirement to fund any deficit in the Plan, but is required to contribute only that amount as required by the collective agreement in force between the parties.

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

- 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 pension contributions and pension benefits.

For further specificity, the items required for each eligible employee by Article 5) of the agreement are:

i) To be Provided Once Only at Plan Commencement:

Date of Hire
Date of Birth
Date of First Contribution
Seniority List to include hours from date of hire to employer's fund entry date (for the purpose of calculating past service credit)

ii) To Be Provided with each Remittance:

Name
Social Insurance Number
Monthly Remittance
Pensionable Earnings
YTD Pension Contributions
Employer portion of arrears owing due to error, or late enrolment by the Employer

iii) To Be Provided Once, and if Status Changes:

Full Address as provided to the Home
Termination date where applicable (MMDDYY)

iv) To Be Provided Once if they are Readily Available:

Gender
Marital Status

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

- 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 32 – HEALTH AND SAFETY

32.01 The Union and the Employer agree to cooperate in the promotion of safe working habits and conditions. The Union agrees that there is an obligation on the part of the employees to work in a safe and efficient manner.

- 32.02 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 quarterly 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 the Union.
- 32.03 Time spent by members of the Committee in the course of their duties during regularly scheduled working hours shall be considered as time worked and shall be paid for in accordance with the terms of this Agreement.

ARTICLE 33 – DISCHARGE SUSPENSION AND DISCIPLINE

- 33.01 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.
- 33.02 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).
- 33.03 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.
- 33.04 An employee shall have the right at any time to have access to and review her personnel record in the presence of her immediate supervisor within two (2) working dates of request.
- Any disagreement as to the accuracy of information not previously disclosed to the employee contained in the file may be subject to the grievance procedure and the eventual resolution thereof shall become part of the employee's record.
- An employee shall have the right to make copies of any material contained in her personnel record that was not provided by the employee to the Employer previously. It is understood that the employee's file, or any part thereof, must not be removed from the premises.
- 33.05 An employee subject to disciplinary action which is to be recorded in the employee's personnel file, shall be informed of his/her right, to the presence of the Union Stewart or Union Committee member or, if either of the above is not available, a member representative of the employee's choice who is working on the current shift. A copy of any disciplinary letter or letter of termination will be provided to the employee and Secretary of the Local Union.
- 33.06 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.

33.07 Letters of reprimand are to be removed from the employee's records after twelve (12) months from the date of reprimand if no further, same or similar discipline has been received during this period. Discipline as a result of resident abuse, shall be removed from an employee's records after thirty (30) months from the date of reprimand, if no further, same or similar discipline has been received during this period.

ARTICLE 34 – SICK LEAVE

34.01 Sick leave is for the sole and only purpose of protecting an eligible employee from loss of income when they are absent from work because of illness or accident not compensable under Worker's Compensation.

34.02 After completion of four hundred fifty (450) hours, each full-time employee shall be credited with three (3) days (twenty-two and one-half [22½] hours).

34.03 A full-time employee shall be credited with seven and one-half (7½) hours (one [1] day) for every one hundred and fifty (150) hours worked of employment to a total maximum accumulation of forty-eight (48) days (three hundred sixty [360] hours per year).

Effective July 13th, 2009, a full-time employee will accumulate sick leave credits at the rate of one and one-half (1½) days per month of service to a maximum accumulation of forty-eight (48) days per year.

34.04 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.

An employee who becomes sick during working hours shall be paid for the hours worked, the remaining hours will be deducted from accumulated sick credits.

34.05 A physician's certificate may be required by the Employer when an employee is sick and misses twenty-two and one-half (22½) hours (three [3] days) of scheduled work. The cost of which shall be paid by the Employer.

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

34.07 An employee is entitled to a maximum of three hundred sixty (360) hours of paid sick leave credits, which can be taken in any calendar year.

ARTICLE 35 –WORKPLACE SAFETY AND INSURANCE BOARD (WSIB)

35.01 The Employer shall only continue to pay its share of premiums for benefit plan for full-time employees as long as the employee continues to pay their share of the premiums. Effective on ratification where an employee is absent due to illness or injury, which is compensable by the WSIB, the following shall apply:

- (a) The Employer shall continue to pay its share of premiums for benefit plans for full-time employees who are on WSIB for up to twenty-four (24) months. It is understood that the obligation of the Employer to pay the aforesaid premiums while the employee is on WSIB shall continue only so long as the employment relationship between the Employer and the employee continues. The Employer shall only continue to pay its share of the premium for benefit plans for full-time employees as long as the employee continues to pay their share of the premiums.
 - (b) The employee will not be eligible for paid holidays, sick leave, uniform allowance, or any other benefits of this Agreement, except where specified otherwise, during any absence covered by WSIB.
 - (c) Provided that the employee returns to work within fifty-two (52) consecutive weeks of the date of illness or injury, time spent on WSIB shall be considered as time worked for the purpose of calculating the current year's vacation entitlement under the terms of the Agreement.
- 35.02 In case of an absence due to a compensable accident, the employee will be paid at her regular rate of pay for all scheduled hours on the day of the accident.
- 35.03 The injured employee shall have a period of two (2) years from the date of the injury within which she shall preserve the seniority which he/she has accrued in accordance with Article Article 14 within which he/she shall have the right to return to work upon the recommendation of the WSIB or the attending physician, which shall indicate to the Employer that the employee has the physical capability to perform his/her normal job.
- 35.04 If an employee returns to work within fifty-two (52) weeks following the commencement of a W.S.I.B. claim for illness, and the employee's former permanent position still exists, the employee will be returned to her former job, former shift if designated, classification and rate of pay. All employees who fill vacancies as a result of the above absences shall likewise be returned to their former permanent positions.
- 35.05 If an employee returns to work after fifty-two (52) weeks following the commencement of the W.S.I.B. claim but prior to the two (2) full years mentioned in Article 34.04 above, she shall be returned to her former job, or to work of a comparable nature at the same salary level and without loss of seniority or benefits accrued in accordance with Article Article 14. (This would be effected by the returning employee displacing the employee with the least seniority in the category to which she is returning).
- 35.06 If, on the recommendation of the WSIB or the attending physician, the employee is capable only of performing work of a different kind, or of a light nature, and such work is available within the facility, in a classification that is covered by this Agreement, then the returning employee may exercise her seniority if she has the qualifications, experience and ability by bumping into the job at the applicable salary level, displacing the employee with the least seniority in the classification.

35.07 In the event that the Employer challenges a WSIB claim, an employee who is absent from work as a result of illness or injury sustained at work and who has been awaiting approval of a claim for WSIB for a period longer than one complete pay period, may apply to the Employer for payment equivalent to the lesser of the benefit she would receive from WSIB if her claim was approved, or the benefit to which she would be entitled under the sick leave plan, Article 33. Payment under the article will only be provided if the employee provides evidence of a disability satisfactory to the Employer and a written undertaking satisfactory to the Employer that Any payments will be refunded to the employer following final determination of the claim by the WSIB. If the claim for WSIB is not approved, the monies paid as an advance will be applied towards the benefits to which the employee would be entitled under the sick leave plan, Article 33.

ARTICLE 36 – PART TIME

36.01 Payment in Lieu

Part-time and casual employees shall be paid an additional twelve and one half percent (12.5%) of their straight time hourly rate for each hour they are paid. The Union and Employer agree that this additional payment is in lieu of any further contractual obligation on this Employer to these employees for the following items: Paid Holidays; Bereavement; Uniform Allowance; Employee Benefit Plans; Sick Leave.

36.02 Retroactivity

The parties agree that increases in the wage rates under Schedule “A” agreed to in this Memorandum and incorporated into the Collective Agreement shall be retroactive to January 1, 2020.

Payments to reflect wage increases retroactive to January 1, 2020 shall be made to employees within four (4) pay periods of May 17, 2020.

ARTICLE 37- TERM OF AGREEMENT

37.01 This Agreement shall be binding and remain in effect from January 1, 2020 to December 31, 2022 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 of its intention to amend or terminate this Agreement.

SIGNED this _____ day of _____, 2022

CEDARBROOK LODGE

**CANADIAN UNION OF PUBLIC EMPLOYEES AND
ITS LOCAL 3437**

Melody Abenojar

Melody Abenojar (Dec 19, 2022 14:01 EST)



Diane Forsythe (Jan 24, 2023 11:13 EST)

LETTER OF UNDERSTANDING

Re: Full Time Position with the Union

Upon application by the Union, in writing to the Executive Director or his or her designate, the Home will give reasonable consideration to a request for leave of absence, without pay, to an employee elected or appointed to a full-time Union office position. The Employer shall be given a minimum of four (4) weeks of such request. It is understood that no more than one (1) employee in the bargaining unit may be on such leave at the same time. Such leave shall be for not more than two (2) calendar years from the date of appointment. Leaves of less than two (2) calendar years may be extended for a further specific period by agreement of the parties, however, the total time of leave shall not be for more than two (2) calendar years.

SIGNED this _____ day of _____, 2022

CEDARBROOK LODGE

**CANADIAN UNION OF PUBLIC EMPLOYEES AND
ITS LOCAL 3437**

Melody Abenojar

Melody Abenojar (Dec 19, 2022 14:01 EST)



Diane Forsythe (Jan 24, 2023 11:13 EST)

SCHEDULE "A"

Cedarbrook Lodge
Schedule A with Interest Arbitration Award
2% per year

JOB TITLE	SERVICE	CURRENT (As at Jan 1, 2019)	EFFECTIVE JAN 1, 2020	EFFECTIVE JAN 1, 2021	EFFECTIVE JAN 1, 2022
Registered Nurse	Probation	\$28.77	\$29.35	\$29.93	\$30.53
	Start	\$29.14	\$29.72	\$30.32	\$30.92
	1 Year (1800 hrs)	\$29.50	\$30.09	\$30.69	\$31.31
RPN	Probation	\$22.60	\$23.05	\$23.51	\$23.98
	Start	\$22.95	\$23.41	\$23.88	\$24.35
	1 Year (1800 hrs)	\$23.33	\$23.80	\$24.27	\$24.76
Aides, Dietary, Housekeeping, Dishwasher	Probation	\$16.68	\$17.01	\$17.35	\$17.70
	Start	\$17.02	\$17.36	\$17.71	\$18.06
	1 Year (1800 hrs)	\$17.37	\$17.72	\$18.07	\$18.43
Assistant Cook	Probation	\$17.63	\$17.98	\$18.34	\$18.71
	Start	\$18.00	\$18.36	\$18.73	\$19.10
	1 Year (1800 hrs)	\$18.36	\$18.73	\$19.10	\$19.48
Handyman	Probation	\$19.44	\$19.83	\$20.23	\$20.63
	Start	\$19.79	\$20.19	\$20.59	\$21.00
	1 Year (1800 hrs)	\$20.13	\$20.53	\$20.94	\$21.36
Senior Receptionist	Probation	\$17.08	\$17.42	\$17.77	\$18.13
	Start	\$17.42	\$17.77	\$18.12	\$18.49
	1 Year (1800 hrs)	\$17.80	\$18.16	\$18.52	\$18.89
Receptionist	Probation	\$16.68	\$17.01	\$17.35	\$17.70
	Start	\$17.02	\$17.36	\$17.71	\$18.06
	1 Year (1800 hrs)	\$17.37	\$17.72	\$18.07	\$18.43
Guest Attendants	Probation	\$19.91	\$20.31	\$20.71	\$21.13
	Start	\$20.26	\$20.67	\$21.08	\$21.50
	1 Year (1800 hrs)	\$20.60	\$21.01	\$21.43	\$21.86
Cook	Probation	\$21.68	\$22.11	\$22.56	\$23.01
	Start	\$22.03	\$22.47	\$22.92	\$23.38
	1 Year (1800 hrs)	\$22.37	\$22.82	\$23.27	\$23.74
Maintenance Coordinator	Probation	\$26.40	\$26.93	\$27.47	\$28.02
	Start	\$26.40	\$26.93	\$27.47	\$28.02
	1 Year (1800 hrs)	\$26.40	\$26.93	\$27.47	\$28.02
Activation					\$16.30