



## **COLLECTIVE AGREEMENT**

**Between**

**Seasons Amherstburg**  
(hereinafter referred to as the Employer)

**and**

**The Canadian Union of Public Employees**  
**And it's Local 543.12**  
(hereinafter referred to as the Union)

**March 20, 2024 – March 19, 2027**

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## **ARTICLE 1 - PREAMBLE**

### **1.01 Management Rights**

Except where specifically modified by the terms of this Agreement, the Union acknowledges that all Management rights and prerogatives are vested exclusively with the Employer. The Employer has the exclusive right to manage and direct its operations and affairs in all respects. These rights and functions shall include, but are not limited to:

- (a) To maintain order and efficiency.
- (b) To hire, promote, transfer, layoff, suspend employees and to discipline or discharge any employee for just cause provided that a claim by an employee who has acquired seniority that he has been discharged or disciplined without just cause may be the subject of a grievance and dealt with as hereinafter provided. The discharge of a probationary employee shall be at the sole discretion of the Employer provided such discharge is not otherwise arbitrary, discriminatory or in bad faith.
- (c) To determine and establish standards and procedures for the care, welfare, safety, and comfort of patients, and to maintain order, discipline, and efficiency and in connection therewith to establish and enforce rules and regulations, policies, and practices from time to time to be observed by its employees and to alter such rules and regulations provided that such rules and regulations shall not be inconsistent with the provisions of this Agreement. Such rules will be available to all employees and to the Union. The Employer reserves the right to introduce new rules from time to time, copies of which will also be made available to all employees and the Union.
- (d) To determine the number of employees to be employed, the extension, limitation, curtailment or cessation of operations or any part thereof and to determine and exercise all other functions and prerogatives which shall remain solely with the Employer except as specifically limited by the express provision of this Agreement.

### **1.02 No Discrimination**

The Employer and the Union agree that all Employees will be protected against discrimination respecting their human rights and employment in all matters including age, race, colour, religion, creed, sex, sexual orientation, pregnancy, physical disability, mental disability, illness or disease, ethnic, or national or aboriginal origin, family status, marital status, source of income, political belief, affiliation or activity, membership in a professional association, business or trade association, Employers' organization or Employees' organization, physical

appearance, residence, or the association with others similarly protected or any other prohibition of the Human Rights Code.

## **ARTICLE 2 - RECOGNITION**

2.01 All Employees of Seasons Amherstburg, in the Town of Amherstburg Ontario, save and except Supervisors, Managers, and persons above the rank of manager.

2.02 Work of the Bargaining Unit

Persons whose jobs (paid or unpaid) 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, emergencies, or while awaiting the arrival of a regular employee.

2.03 No Other Agreements

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

2.04 No Contracting-Out

In order to provide job security for the members of the bargaining unit, the Employer agrees that all work or services performed by the employees shall not be sub-contracted, transferred, leased, assigned, or conveyed, in whole or in part, to any other plant, person, company, or non- unit employee, save and except services through the LHINs and Family Service contracts.

2.05 Representatives of Canadian Union of Public Employees

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. With the permission of the Employer such representatives(s)/advisor(s) may have access to the Employer's premises in order to deal with any matters arising out of this Collective Agreement.

2.06 Definition of Employee

- (a) A "full-time" employee shall be deemed to be an employee who is regularly scheduled to work fifty five (55) hours or more bi-weekly.
- (b) A "part-time" employee shall be deemed to be an employee who is regularly scheduled to work less than fifty five (55) hours bi-weekly.

- (c) A casual employee does not hold a regular part time position but is scheduled as needed on a call-in basis.

### **ARTICLE 3 - NO STRIKES / NO LOCKOUTS**

#### **3.01 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 HLDAA) and regulations.

### **ARTICLE 4 - HARASSMENT**

#### **4.01 Personal Harassment**

Harassment means engaging in a course of vexatious comment or conduct that is known or ought reasonably to be known to be unwelcome. Harassment can be either psychological or physical or it can be a combination of both. It is any behavior, whether deliberate or negligent, which denies individuals their dignity and respect, is offensive, embarrassing or humiliating to the individual and adversely affects the working environment.

### **ARTICLE 5 - UNION SECURITY AND CHECK-OFF**

#### **5.01 Union Security**

All employees of the Employer, shall, as a condition of continuing 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) days of employment. The Employer shall deduct from every employee any dues, initiation fees, or assessments levied by the Union on its members.

#### **5.02 Deductions**

- (a) Deductions shall be made from the bi-weekly payroll and shall be forwarded to the Treasurer of Local 543 of the Canadian Union of Public Employees, by no later than the 15th day of the month following, accompanied by a list of the names, addresses and phone numbers of all employees from whose wages deductions have been made. This list will also include the names and addresses of the employees terminated during that month. A copy of this list shall also be forwarded to the Secretary of the Local Union.

- (b) On the first pay of a new employee a \$10.00 initiation fee will be deducted and forwarded to the Treasurer of local 543 of the Canadian Union of Public Employees.

#### 5.03 New Employees

- (a) The Employer agrees to acquaint new 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.
- (b) The Employer agrees that a Local Union representative will be given the opportunity to meet each newly hired employee who is a member of the Union, once during the employee's first week of employment, for the purpose of advising such employee of the existence of the Union and of their rights and obligations under the terms of this Agreement. Such meeting will take place on the Employer's premises at a time and location designated by the Employer in which orientation is occurring and shall not exceed fifteen (15) minutes duration.

#### 5.04 T4 Slips

Union dues deducted from the pay of each employee will be shown on the employee's T4 slip.

### **ARTICLE 6 - CORRESPONDENCE**

#### 6.01 Correspondence

All correspondence between the parties, arising out of this Agreement or incidental thereto shall pass to and from the General Manager or their designate and the Recording Secretary of the Union with a copy sent to the Sub-Unit Chair for CUPE Local 543.12, National Representative of the Union and the Senior Director of Human Resources of the Employer or their designate.

### **ARTICLE 7 - UNION - MANAGEMENT RELATIONS**

#### 7.01 (a) Representation

No individual employee or group of employees shall undertake to represent the Union at meetings with the Employer without proper written authorization from the Union. In order that this may be carried out, the Union will supply the Employer with the names of its officers. Similarly, the Employer shall supply the Union with a list of its supervisory or other personnel with whom the Union may be required to transact business.

(b) Union Officers and Committee Members

Union officers and committee members shall be entitled to leave their work during working hours in order to carry out their functions under this agreement, including, but not limited to, the investigation and processing of grievances, attendance at meetings with the Employer, participation in negotiations and arbitration. Permission to leave work during working hours for such purposes shall first be obtained from the immediate supervisor. Such permission shall not be unreasonably withheld. All time spent in performing such Union duties, including work performed on various committees, shall be considered as time worked.

7.02 Bargaining Committee

A Bargaining Committee shall be appointed and consist of not more than two (2) members of the Employer, as appointees of the Employer, and not more than two (2) members of the Union as appointees of the Union. The Union will advise the Employer in writing of the Union nominees to the Committee. The Union will have the assistance of the President of CUPE Local 543, or their designate and the CUPE National Representative. Bargaining Committee members shall be entitled to leave their work during working hours in order to carry out their functions under this agreement including, but not limited to: attendance at meetings with the Employer, participation in negotiations and arbitration. Permission to leave work during working hours for such purposes shall first be obtained from the immediate supervisor. Such permission shall not be unreasonably withheld. All time spent in performing the above shall be considered as time worked. The bargaining Committee shall have the right to attend negotiation meetings held within the employees working hours without loss of remuneration.

7.03 In the spirit of both parties maintaining efficient and harmonious relationships, both parties will form an employee management committee and meet on a regular basis.

The Employee-Management committee shall meet to discuss and, if possible, provide and understanding of points of mutual interests between the Retirement community and the Union. Such meeting shall be held at times as may be agreed by the parties.

Where there are matters of mutual concern and interest that would be beneficial if discussed at an employee management-committee meeting during the term of this Agreement, the following shall apply:

- (a) An equal number of representatives of each party as mutually agreed to but no less than two (2) shall meet at a time and place mutually satisfactory. A request for such meeting will be made in writing at least two

(2) weeks prior to the date proposed and accompanied by an agenda of mailers proposed to be discussed, which shall not include mailers that are properly the subject of grievance or matters that are properly the subject of negotiations of the amendment or renewal or the collective agreement.

- (b) A representative attending such meeting shall be paid for lost wages for regularly scheduled hours. A Union Representative may attend as a representative of the Union. Meetings will be held quarterly unless otherwise agreed.

#### Chairperson of the Meeting

An Employer and a Union representative shall be designated as joint chairpersons and shall alternate in presiding over meetings plus meeting minutes.

#### 7.04 Health and Safety Committee

- (a) The parties agree to abide by the Occupational Health and Safety Act and its regulations.

The Employer and the Union agree that they mutually desire to maintain standards of safety and health in the home, in order to prevent injury and illness.

- (b) A joint management and employees Health and Safety Committee shall be constituted with representation of at least half by employees from the various bargaining units and of employees who are not represented by Unions and who do not exercise managerial functions, which shall identify potential dangers, recommend means of improving the health and safety programs and obtaining information from the Employer or other persons respecting the identification of hazards and standards elsewhere. The committee shall normally meet at least once every three (3) months. Scheduled time spent in such meetings is to be considered to be time worked. Minutes shall be taken of all meetings and copies shall be sent to the Employer and to the Union.
- (c) Two (2) representatives of the Joint Health and Safety Committee, one (1) from management and one (1) from the employees, shall make monthly inspections of the workplace and equipment and shall report to the Health and Safety Committee the results of their inspection. In the event of accident or injury, such representatives shall be notified immediately and shall investigate and report as soon as possible to the Committee and to the Employer on the nature and causes of the accident or injury. Furthermore, such representatives must be notified of the inspection of a government inspector and shall have the right to accompany them on their



inspections. Scheduled time spent in all such activities shall be considered as time worked at regular or premium rates that may apply.

- (d) The Joint Health and Safety Committee and the representatives thereof shall have reasonable access to the annual summary of data from the Occupational Injury Insurance relating to the number of work accident fatalities, the number of lost workday cases, the number of lost workdays, the number of non-fatal cases that required medical aid without lost workdays, the incidence of occupational injuries, and such other data, as the Occupational Injury Insurance may decide to disclose.
- (e) The Union agrees to endeavour to obtain the full co-operation of its membership in the observation of all safety rules and practices.
- (f) The employer shall take every precaution reasonable in the circumstances for the protection of a worker.
- (g) At least one of the members of the of the committee will be selected by the Union and will be trained to be a certified worker as defined under the Act.

## **ARTICLE 8 - GRIEVANCE PROCEDURE**

### **8.01 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 shall assist any employee, which the Steward represents, in preparing and processing their grievance in accordance with the grievance procedure.

### **8.02 Names of Stewards**

The Union shall notify the Employer in writing of the name of each Steward before the Employer shall be required to recognize them. The employer agrees that Stewards shall not be hindered, coerced, restrained or interfered with in the performance of their duties while investigating disputes and presenting adjustments as provided for in this Article.

### **8.03 Grievance Committee**

The Grievance Committee shall be composed of one (1) Union Steward and one (1) Sub-Unit Chair of the Union.

#### 8.04 Permission to Leave Work

The Employer agrees that Stewards and/or the grievance committee shall not be hindered, coerced, restrained or interfered with in any way in the performance of their duties, while investigating disputes and presenting adjustments as provided in this article.

Union officers and committee members shall be entitled to leave their work during working hours in order to carry out their functions under this agreement, including, but not limited to, the investigation and processing of grievances, attendance at meetings with the Employer, participation in negotiations and arbitration.

Permission to leave work during working hours for such purposes shall first be obtained from the immediate supervisor. Such permission shall not be unreasonably withheld.

All time spent in performing such Union duties, including work performed on various committees, shall be considered as time worked.

#### 8.05 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 or a case where the Employer has acted unjustly, improperly or unreasonably, or a violation of an Act or Employer Policy.

#### 8.06 Settling of Grievance

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

##### Step 1

If the Steward and/or the Grievance Committee consider the grievance to be justified, they will first seek to settle the dispute with the employee's Supervisor/Manager.

##### Step 2

Failing satisfactory settlement within five (5) working days after the dispute was submitted under Step 1, the Steward will submit to the General Manager a written grievance and the redress sought. **A meeting will then be held between the General Manager and their designated representative and the employee and the employee's union representative. Such meeting shall be held within ten (10) days unless the parties mutually agree to**

**extend the timelines.** The General Manager shall render their decision within five (5) working days after receipt of such notice.

### Step 3

Failing settlement being reached in Step 2, the Grievance Committee will submit the written grievance to the Labour Relations Officer. **A meeting will then be held between the Labour Relations officer and the employee and the employee's union representative, Such meeting shall be held within ten (10) days unless the parties mutually agree to extend the timelines. The Labour Relations Officer** shall render their decision within five (5) working days after receipt of such notice.

### Step 4

Failing a satisfactory settlement being reached in Step 3, the Union may refer the dispute to arbitration.

## 8.07 Mediation

By mutual consent, the parties may agree to use the services of a mediator. The parties agree to share the costs of the mediation.

## 8.08 Policy Grievance

Where a dispute involving a question of general application or interpretation occurs, or where a group of employees or the Union has a grievance, Steps 1 and 2 of this Article may be by-passed.

## 8.09 Union May Institute Grievance

The Union and its Representatives shall have the right to originate a grievance on behalf of an employee, or group of employees and to seek adjustment with the Employer in the manner provided in the Grievance Procedure. Such a grievance shall commence at Step 2.

## 8.10 Deviation from Grievance Procedure

After a grievance has been initiated by the Union, the Employer's representative shall not enter into discussion or negotiation with respect to the grievance, either directly or indirectly with the aggrieved employees, without the consent of the Union. Violation of this section shall result in the grievance being allowed.

## 8.11 Replies in Writing

Replies to grievances stating reasons shall be in writing at all stages.

#### **8.12 Meeting Rooms for Grievances**

In order to facilitate an orderly and confidential investigation of grievances, the Employer shall make available the temporary use of a private office or similar facility. The Employer shall also supply the necessary facilities for the grievance meetings.

#### **8.13 Referral to Arbitration**

If arbitration of any grievance is to be invoked, the request shall be made by either party within thirty (30) working days after the dates of the reply at Step 4.

#### **8.14 Definition of Working Days**

“Working day” as used in the Grievance and Arbitration procedure shall mean a day other than Saturday, Sunday or a recognized holiday.

### **ARTICLE 9 - ARBITRATION**

#### **9.01 Referral to Arbitration**

It is agreed by the parties hereto that any difference of opinion relating to the interpretation, application or administration of this Agreement which cannot be settled after exhausting the Grievance Procedure shall be settled by arbitration. A Notice of Intent to arbitrate shall be forwarded to the other party within the time limits set out in Article 8.14 and such notice shall contain the name of the Union's nominee to the Arbitration Board. Within five (5) working days from the receipt of the Notice of Intent to Arbitrate, the other party must in turn name their nominee. A third person to act as Chairman shall be appointed by the respective nominees. Should either party fail to name their nominee within five (5) working days or should the nominees fail to appoint a Chairman within ten (10) working days from the date of their appointment, either party or their nominee shall request the Office of Arbitration, Ontario Ministry of Labour, to make the appropriate appointment.

#### **9.02 Payment for Board of Arbitration**

Each of the parties hereto shall bear the expense of the nominee appointed by it, and the parties hereto shall jointly bear equally the expense of the third party, and any cost of the place of hearing of such arbitration, if and when the necessity arises.

#### **9.03 Powers of the Board**

It is agreed and understood that the Arbitration Board shall have no authority to alter, modify or annul any part of this Agreement. However, the Arbitration Board

shall have authority to substitute such other penalty for the discharge or discipline as the Arbitration Board deems just and reasonable in all circumstances.

**9.04 Decision of the Board**

The Arbitration Board shall hear and determine the matter and shall issue a decision which shall be in writing and contain the reasons for the decision. The decision of the majority shall be the decision of the Arbitration Board, but if there is no majority decision, the decision of the Chairman will govern.

**9.05 Time limits**

The time limits mentioned in this Article and in the preceding Article may be extended by mutual agreement of the parties. A failure to comply with any of these time limits may be relieved by the Board of Arbitration.

**9.06 Single Arbitrator**

The Employer and the Union agree that by mutual written agreement of the parties, a Sole Arbitrator may be substituted for a Board of Arbitration. The appointment and jurisdiction of the Arbitrator shall conform to the provisions of this Article. Each party shall pay one-half (1/2) of the fees and expenses of the arbitrator and any costs of the place of hearing of such arbitration if and when the necessity arises.

**ARTICLE 10 - DISCHARGE, SUSPENSION AND DISCIPLINE**

**10.01 Adverse Report**

If an Employer deems it necessary to notify an employee in writing of any expression of dissatisfaction concerning the employee's work, a copy of the complaint shall be sent within ten (10) calendar days of the event or, learning of the event, with a copy to the Sub Unit of the Union and President of the Local.

Where the Employer deems it necessary to include individual(s) or outside agencies as part of an investigation of an event, the Employer shall have up to sixty (60) calendar days (excluding paid holidays) to notify an employee in writing of an expression of dissatisfaction. The Employer will provide the employee with notification that individuals, or outside agencies have been contacted in the investigation process prior to invoking the sixty (60) calendar day clause.

- 10.02** Any disciplinary letter of reprimand, suspension or other disciplinary sanction shall be removed from the Employee's disciplinary record after a period of fifteen (15) months following the issuance of the discipline, provided that the Employee's record has been discipline free in the fifteen (15) month period.

Notwithstanding the foregoing, all discipline in regard to resident abuse will remain on file for a period of twenty-four (24) months.

#### 10.03 Discipline Notices

Whenever the Employer or a representative of the Employer deems it necessary to censure an employee in a manner indicating that dismissal may follow any repetition of the act complained of or omission referred to, or that dismissal may follow if such employee fails to bring their work up to a required standard, the Employer shall, within five (5) days thereafter, give written particulars of such censure to the Secretary of the Union, the CUPE National Representative, with a copy to the employee involved.

#### 10.04 Discharge Procedure

When an employee is discharged or suspended, the employee and the Union shall be advised promptly in writing by the Employer as to the reason for such discharge or suspension.

#### 10.05 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 8, Grievance Procedure. Steps 1 and 2 of the Grievance Procedure shall be omitted in such cases.

#### 10.06 Designated Supervisor

Every employee during orientation shall be notified of their immediate designated Supervisor.

#### 10.07 Access to Personnel File

An employee shall have the right to view their personnel file within forty-eight (48) hours of providing a written request. An employee shall have the right to respond in writing to any document contained therein. Such reply shall become part of the permanent record.

#### 10.08 Right to Have Steward Present

An employee shall have the right to have their Steward present at any discussion with supervisory personnel, which the employee believes might be the basis of disciplinary action. Where a supervisor intends to interview an employee for disciplinary purposes, the supervisor shall notify the employee in advance of the purpose of the interview. The Employer shall also notify the employee of their right to have a Union Steward present at the interview. A Steward or Local Officer may have the right to consult with a C.U.P.E. staff representative and may

have them present at any discussion with supervisory personnel which might be the basis of disciplinary action.

## **ARTICLE 11 - SENIORITY**

### **11.01 Seniority Defined**

Seniority is defined as the length of service with the Employer in the bargaining unit. Notwithstanding the above, a part-time employee cannot accrue more than one year's seniority in a twelve (12) month period. The twelve (12) month period is equal to 1850 hours worked. Seniority shall be used in determining preference or priority for promotions, transfers, schedules, call-ins, demotions, layoffs, and recall, provided that the senior employee is able to meet the normal requirements of the job. Seniority shall operate on a bargaining-unit-wide basis.

### **11.02 Seniority Lists**

The Employer shall maintain a seniority list for all employees showing the date upon which each employee's service commenced. An up-to-date seniority list shall be sent to the Union and posted on the main bulletin board in January, May and September of each year. An employee's name shall not be placed on the seniority list until they have completed their probationary period as outlined in Article 11.03. For the purpose of this Article, time away from work that is protected the E.S.A. or the Human Rights Code shall be deemed to be hours worked.

Seniority, as set out on the posted seniority list, will be used for all of the purposes set out in the Collective Agreement save and except for promotions and layoffs. For promotions and layoffs, the seniority list will be updated to the end of the pay period prior to the pay period during which the job was posted, or the notice of layoff was given.

### **11.03 Probationary Employees**

Newly-hired employees shall be considered on a probationary basis for a period of six (6) calendar months or 450 hours from the date of hiring, whichever comes first. A probationary employee may be recognized as a permanent employee at some time prior to the completion of the probationary period. During the probationary period, employees shall be entitled to all rights and privileges of this Agreement unless otherwise specified. An employee who has not completed their probationary period may be released based on a fair and proper assessment against reasonable standards of performance and suitability. After completion of the probationary period, seniority shall be effective from the original date of employment.

#### 11.04 Loss of Seniority

An employee shall not lose seniority rights if they are absent from work because of sickness, accident, lay-off, or leave of absence approved by the Employer. An employee shall only lose their seniority in the event:

- (a) They are discharged for just cause and are not reinstated.
- (b) They resign and do not rescind within twenty-four (24) hours of the Union being notified.
- (c) They are absent from work in excess of two (2) scheduled shifts without sufficient cause or without notifying the Employer unless such notice was not reasonably possible.
- (d) They fail to return to work within seven (7) calendar days following a lay-off and after being notified by registered mail to do so, unless through sickness or other just cause. It shall be the responsibility of the employee to keep the Employer informed of her current address.
- (e) They are laid off in excess of twenty-four (24) months.

#### 11.05 Transfers and Seniority Outside Bargaining Unit

No employee shall be transferred to a position outside the bargaining unit without their written consent. An Employee who consents in writing to be transferred and/or promoted to a position outside of the bargaining unit shall not accumulate seniority within the bargaining unit during such transfer and/or promotion. In the event that the employee is returned by the Employer to a position in the bargaining unit within twelve (12) calendar months of the transfer and/or promotion, the employee shall be credited with the seniority held immediately prior to the transfer and/or promotion and shall resume accumulation from the date of their return to the bargaining unit. An employee not returned to the bargaining unit within twelve (12) calendar months from the transfer and/or promotion shall forfeit all bargaining unit seniority.

In the event an employee transferred and/or promoted out of the bargaining unit is returned to the bargaining unit within a period of six (6) calendar months from the start date of the transfer and/or promotion, they shall accumulate seniority during the period of time outside the bargaining unit.

Article 5 of this Collective Agreement will apply during the twelve (12) calendar month period that the employee's bargaining unit seniority is being held by the bargaining unit while the employee is in a position outside of the bargaining unit.



The amount of dues deducted will be calculated based on the employee's bargaining unit position hourly rate of pay as per Appendix UK for all hours worked in the position outside of the bargaining unit.

- 11.06 If an employee transfers from full-time to part-time, the following method shall be used to calculate their seniority from one group to another for purposes of establishing anniversary date: one (1) year equals 1850 hours paid.
- 11.07 If an employee transfers from part-time to full-time, the following method shall be used to calculate their seniority from one group to another for purposes of establishing an anniversary date: 1850 hours paid equals one (1) year.

## **ARTICLE 12 - PROMOTIONS AND STAFF CHANGES**

### **12.01 (a) Job Postings**

When a vacancy occurs or a new position is created within the bargaining unit, within **seven (7)** days of the vacancy, the Employer shall post a notice on the Employer's main bulletin boards with a copy to the Union. All members will also be notified via **CUBIGO**. The position shall be posted for a period of **seven (7)** working days so that interested employees can apply. **For subsequent vacancies shall be posted for five (5) days.** The name of the successful applicant shall be posted on the Employer's main bulletin board.

### **(b) Temporary Vacancies**

Temporary vacancies anticipated to be less than six (6) weeks duration shall not be posted, unless otherwise agreed between the Employer and the Union. The Employer will endeavour to distribute shifts as equally as possible.

### **(c) Temporary Job Postings**

A vacancy which occurs for more than six (6) weeks will be posted stating that the position is limited and shall indicate the estimated duration of the limited job. In any event, the limited job shall not exceed twelve (12) months. Upon termination of a limited job, the employee filling the vacancy shall be returned to the classification and job location in which they last worked. In the event that a part-time employee is the successful applicant, the said employee shall have all rights and privileges of full time employee status during the limited full-time period. An employee filling a temporary vacancy of six (6) weeks or longer duration shall not bid on any other temporary posting until the end of their temporary position.

- i) In any event, the limited job shall not exceed twelve (12) months, except in cases of pregnancy and parental leave which is eighteen (18) months.

(d) Successful Applicant

The successful applicant for a permanent full-time vacancy will fill the vacancy within **ten (10)** calendar days from the date the employee was awarded the vacancy unless there are circumstances beyond the reasonable control of the Employer. The successful applicant for a temporary full-time vacancy will fill the vacancy within ten (10) calendar days from the date the employee was awarded the vacancy unless there are circumstances beyond the reasonable control of the Employer.

12.02 Information in Postings

The job posting notice shall contain the following information: nature of the position, qualifications, shift, wage or salary rate or range, date posted and closing date.

12.03 Outside Advertising

Outside advertising for additional employees shall be made in conjunction with internal posting and internal candidates get preference.

12.04 Recognition of Seniority

Both parties recognize the principle of promotion within the service of the Employer and that job opportunity should increase in proportion to length of service.

12.05 Methods of Making Appointment

In making staff changes, transfers, or promotions, appointment shall be made of the senior applicant able to meet the normal requirements of the job. Appointments from within the bargaining unit shall be made within four (4) weeks of posting.

12.06 Trial Period

The successful applicant shall be placed on trial for a period of thirty (30) calendar days. Conditional on satisfactory service, such trial promotion shall become permanent after the period of thirty (30) calendar days. The trial period may be extended with mutual agreement. In the event the successful applicant proves unsatisfactory in the position during the aforementioned trial period, or if the employee finds himself unable to perform the duties of the position, they shall

be returned to their former position and salary without loss of seniority and wage or salary. Any other employee promoted or transferred because of the rearrangement of positions shall also be returned to their former position and salary without loss of seniority and wage or salary. Any unsuccessful applicants for the original posting will then be considered in accordance with Article 12.05. If there are no unsuccessful applicants, then the position would be reposted.

#### 12.07 Union Notification

The Union shall be notified of all appointments, hirings, layoffs, recalls and terminations of employment. Notices of such appointments shall also be except for layoffs and terminations.

The Union will be supplied a copy of each posting.

#### 12.08 Postings while on Vacation or Leave

When an employee will be absent on vacation, and/or a leave of absence, the employee may advise their manager, in writing, and no more than seven days prior to beginning the vacation, that they wish to be considered for any potential job posting which might arise during their vacation. The written notice must specify the job or position for which the employee wishes to be considered. If such a job or position then arises during the employee's vacation, the written notice will be considered an application. The written notice is only valid during the vacation period immediately following its delivery to the manager.

#### 12.09 New Classification

When a new classification within the bargaining unit is established by the Employer, the Employer and Union shall meet to determine the particulars.

### **ARTICLE 13 - LAY OFFS AND RECALLS**

#### 13.01 Layoffs and Rehiring Procedure

Both parties recognize that job security should increase in proportion to length and quality of service. Therefore, in the event of a layoff, employees shall be laid off in accordance with Article 11 - Seniority; however, the Employer will retain sufficient employees in each classification in order to continue to provide satisfactory care for residents of the Home. Employees shall be recalled in the order of their seniority, providing they are qualified to do the work.

#### 13.02 Layoffs, under the provisions of this Collective Agreement shall include the reduction of daily or bi-weekly hours of any full-time or part-time employee.

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

### 13.03 Notice of Lay off

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

- (a) Provide the Union with at least thirty (30) days' notice prior to its implementation. This notice is not in addition to required notice for individual employees.
- (b) Provide affected employees with notice in accordance with the Employment Standards Act.
- (c) Meet with the Union through the Labour Management committee to review the reasons and expected duration of the lay-off, any realignment of service or staff and its effect on employees of the bargaining unit.

### 13.04 Layoff Procedure

- (a) In the event of lay off, the Employer shall lay off employees in reverse order of seniority within their classification, provided that there remain on the job employees who are able to meet the normal requirements of the job.
- (b) An employee who is subject to lay off shall have the right to either
  - (i) Accept the layoff; or
  - (ii) Displace an employee who has:
    - less bargaining unit seniority in a lower or identical paying classification; and
    - who has scheduled hours less than or equal to the employee being laid off; and
    - if the employee originally subject to lay off is qualified for and can perform the duties without training other than orientation.
  - (iii) An employee who wishes to exercise their right to displace another employee with less seniority shall advise the Employer within seven (7) days of the date of the notice of layoff issued by the Employer.
  - (iv) For the purpose of the operation or clause (b) ii), laid off part-time employees shall not have the right to displace full-time employees.

- (v) In the event that an employee is laid off from the full-time bargaining unit and provided that no other full time bargaining unit positions are available for which the employee is qualified and able to perform, the full-time bargaining unit employee shall then be allowed to displace a part-time bargaining unit employee with less seniority provided that the employee is qualified and able to do the work available.
- 13.05 (a) An employee shall have opportunity of recall from a lay-off to an available opening, in order of seniority, provided they have the ability and qualifications as required by law to perform the work, and provided such opening is first posted under the job posting procedure, and has not been filled.
- (b) No new employees shall be hired until all those laid off have been given an opportunity to return to work and have failed to do so, in accordance with the loss of seniority provision, or have been found unable to perform the work available.
  - (c) It is the responsibility of the employee who has been laid off to notify the Employer of their intention to return to work within seven (7) calendar days after being notified to do so by registered mail, (which notification shall be deemed to have been received on the second date of mailing) and return to work within seven (7) calendar days after being notified. The notification shall state the job to which the employee is eligible to be recalled and the date and time at which the employee shall report for work.
  - (d) Employees on lay off or notice of lay off shall be given preference for temporary vacancies, which are expected to exceed twenty (20) days of work. An employee who has been recalled to such temporary vacancy shall not be required to accept such recall and may instead remain on lay off. This provision supersedes the job posting provision.

## **ARTICLE 14 - HOURS OF WORK**

### **14.01 Normal Hours of Work**

The following is intended to define the normal hours of work for full-time 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 shift for full-time employees shall be seven and one-half (7 ½) working hours per day exclusive of meal periods. The seven and one-half (7 ½) working hours will be worked within an eight (8) hour period. The parties agree that there are shifts that are less than seven and one-half (7 ½) working hours per day.

#### 14.02 Days Off

All employees shall receive every other weekend off, which shall include Saturdays and Sundays. Except as necessary to provide every other weekend off, employees shall not be required to work more than five consecutive days.

#### 14.03 Working Schedule

The hours of work of each employee shall be posted in an appropriate place at least two (2) weeks in advance. The schedule will not be changed without the consent of the employee involved. The Union shall receive a copy of the said schedules on request. There shall be no rotation of shifts. There shall be no split shifts.

#### 14.04 Rest Period

Employees shall receive a rest period of fifteen (15) consecutive minutes for any period of work of four hours or more.

#### 14.05 Reporting Pay

Employees who report for any scheduled shift will be guaranteed at least three (3) hours of work, or if no work is available, will be paid at least three (3) hours except when work is not available due to conditions beyond the control of the home. The reporting allowance outlined as herein shall not apply whenever an employee has received prior notice not to report for work.

#### 14.06 Shift Exchanges & Giveaway:

In the event employees wish to exchange shifts with another employee in the employ of the Residence the following conditions must be met:

- (a) Both employees involved must make the request in writing at least Forty-eight (48) hours in advance. Emergencies will be considered on case-by-case situation.
- (b) Employees must be from the same classification **or cross trained in the department.**
- (c) **Shift exchange may include two (2) shifts that are not equal in hours (e.g. a four (4) hour and a six (6) hour shift)**
- (d) Final approval must be obtained from the Supervisor.
- (e) Employees can only request two (2) shift exchanges in a pay period.

- (f) Such requests shall be approved at the discretion of the Employer and shall be subject to the operational requirements of the property, but will not be unreasonably withheld. The Employer will not be responsible or liable for overtime claims.
- (g) **Employees can request to give away one (1) shift per pay period provided that the employee finds a replacement.**
- (h) **Such requests shall be approved at the discretion of the Employer and shall be subject to the operational requirements of the property, but will not be unreasonably withheld. The Employer will not be responsible or liable for overtime claims.**

#### 14.07 Time off Between Shifts

Employees shall have a minimum of eleven (11) consecutive hours off between scheduled shifts. If available hours arise (e.g. call-into relieve sick call) then the above is deemed to be waived by mutual agreement. Should an overtime situation arise the provisions of the Collective Agreement pertaining to overtime shall apply.

#### 14.08 Standard/Daylight Savings Time

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

#### 14.09 Call-In for Straight-Time Hours

**When straight-time hours are available to be picked-up, the hours shall be given in order of seniority to the employees who are willing and qualified to perform the work that is available.**

### ARTICLE 15 - OVERTIME

#### 15.01 Overtime Defined

All time worked outside the normal workday, the normal workweek, or on a holiday shall be considered as overtime.

- 15.02 Overtime shall be paid for all hours worked over seven and one-half (7 ½) hours in a shift or seventy-five (75) hours bi-weekly, at the rate of time and one-half (1 ½) the employee's regular rate of pay.

#### 15.03 Distribution of Overtime

Overtime shall be given in order of seniority to the employees who are willing and qualified to perform the work that is available, by the end of the year it will be equalized.

#### 15.04 Minimum Call-back Time

When an employee is called back to work after leaving the retirement home, or upon completion of their shift, such employee shall be paid at time and one-half (1/2) their regular rate of pay for actual hours worked with a minimum of three (3) hours of such pay. If an employee is called in immediately prior to the commencement of their regular shift, they shall be paid at the overtime rate of time and one-half (1 1/2) of the actual hours worked until the commencement of the shift.

#### 15.05 No Duplicating or Pyramiding of Overtime

Overtime premiums will not be duplicated nor pyramided nor shall the same hours worked be counted as part of the normal workweek or as hours worked for which the overtime premium is paid.

#### 15.06 Meal Allowance

A free meal voucher will be provided if an employee is asked by a supervisor and agrees to work greater than 12 hours or a double shift.

### **ARTICLE 16 - HOLIDAYS**

#### 16.01 The following shall be recognized as paid holidays:

New Years Day    Family Day    Good Friday    Victoria Day  
Canada Day       Labour Day    Thanksgiving  
Christmas Day    Boxing Day  
**National Day for Truth and Reconciliation**

For the purposes of holiday pay or an average day pay, the calculation is as per the *Employment Standards Act*.

Employees who are regularly scheduled greater than 30 hours bi-weekly and have completed 1850 hours worked shall be eligible for four (4) Float Holidays; Employees regularly scheduled less than 30 hours biweekly and have completed 1850 hours worked shall be eligible for two (2) float holidays.

Float Holidays shall be calculated per the Employment Standards Act and float holiday hours shall not be used to calculate premium pay. Float holidays may



not be carried over year to year and where not used in the calendar year shall be paid out the last full pay period of the year.

Float holidays shall be calculated at 162.5 hours worked = 7.5 hours leave credits.

#### 16.02 Holiday Qualifications

In order to be entitled to receive payment for these holidays, the employee must work their scheduled working day immediately preceding **and** the working day following the holiday unless on a leave of absence or absent due to illness.

#### 16.03 Payment for Holidays

A qualified employee who works on a paid holiday shall be paid time and one half (1 1/2) her regular rate of pay for all hours worked on the holiday plus an average day's pay. The average day's pay is calculated by adding the total hours worked in the preceding 28 days to the holiday and dividing it by 20.

**Employees may have the option to bank the 'average day's pay' to be used at a time mutually agreed upon between the employee and the employer and subject to the provisions of the Employment Standards Act.**

#### 16.04 Holidays falling on Days Off

When any of the above noted holidays fall on an employee's scheduled day off, the employee shall receive another day off with pay at a time mutually agreed upon between the employee and the Employer, or by mutual agreement, a day's pay in lieu thereof.

#### 16.05 Christmas or New Year's Off

The holiday schedule shall provide that every employee shall have at least Christmas or New Year's Day off and rotated every year.

### **ARTICLE 17 - VACATIONS**

#### 17.01 Length of Vacations

The vacation year runs from January 1st to December 31st of the current year. Vacations are not cumulative from year to year. Employees must take their full vacation entitlement during the applicable vacation year. Vacation cannot be waived, in order to draw double pay.

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Full-time as at January 1	Vacation Entitlement	Vacation Pay
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*Accrued during the preceding twelve (12) month period (Jan to Dec)*

Less than one (1) year	One (1) day per month to a max of ten (10) working days	4% of gross earnings (as of December 31 <sup>st</sup> )
Employed one (1) year and over	Two (2) weeks	4% of gross earnings
Employed five (5) years and over	Three (3) weeks	6% of gross earnings
Employed ten (10) years an over	Four (4) weeks	8% of gross earnings

Accrued during the preceding 12-month period (Jan to Dec)

Vacation may be taken at any time in the vacation year, unless otherwise specified and not in conjunction with the previous years' vacation. In the selection of dates, every effort will be made to be consistent with the necessities of the operation of the Employer to allow employees to exercise their choice in accordance with their seniority.

Employees who have lost their seniority and have terminated their employment (for whatever reason) shall receive all outstanding vacation pay on their final pay cheque.

For the purpose of this article 1,850 hours of work shall be the equivalent of one (1) year of service.

If an employee leaves the employ of the Employer without providing 4 weeks' notice, vacation pay payable will be calculated at 4% of earning since the last time the employee received vacation pay.

Vacations will not be normally granted from December 15th to January 15th. However, the Home shall consider the granting of vacation on the basis of personal circumstances. Such requests will be on a first come, first serve basis. In the event 2 or more employees apply at the same time, the deciding factor seniority shall govern.

Casual and Part-time employees' vacation will be paid on every paid period.

#### 17.02 Holidays During Vacation

If a paid holiday falls or is observed during an employee's vacation period, they shall be granted an additional day's vacation with pay for each holiday, in addition to their regular vacation time.

#### 17.03 Vacation Pay on Termination

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

#### 17.04 Preference in Vacations

Vacations shall be granted first on the basis of seniority.

#### 17.05 Vacation Schedules

Deadlines for submitting vacation requests shall be as follows:

For vacations falling in June, July and August, vacations requests must be made no later than March 15<sup>th</sup>. The vacation schedule for this period shall be posted no later than May 15<sup>th</sup>. For vacations falling between September and the following May requests must be in by May 15<sup>th</sup>. The vacation schedule for this period shall be posted no later than August 15<sup>th</sup>.

Vacation schedules shall not be changed unless mutually agreed to by the employee and the Employer.

#### 17.06 Unbroken Vacation Period

Employees shall be entitled to receive their vacation in an unbroken period, save and except one (1) week (five days) which can be broken into individual days by employees **with a minimum entitlement of two (2) weeks' vacation**, unless otherwise mutually agreed between the employee and the Employer.

#### 17.07 Where an employee's scheduled vacation is prevented or interrupted due to a serious illness or injury, such period shall be considered sick leave provided the employee provides satisfactory documentation of the illness or injury. The portion of the employee's vacation which is deemed to be sick leave will not be counted against the Employee's vacation credits.

## **ARTICLE 18 - SICK LEAVE PROVISIONS**

### **Income Protection**

18.01 Income Protection Leave is for the sole and only purpose of providing income protection in the event an employee has a non-occupational illness or injury.

Full-time employees, who have completed the probationary period will begin to earn sick time, after which they will accumulate 1/2 (3.75 hours) day per month income protection leave credits, to a maximum of 4 days (30 hours total).

Part-time employees regularly scheduled greater than 30 hours bi-weekly but less than 55 hours bi-weekly will be eligible to accumulate, on the same basis as full time, income protection credits to a maximum of 3 days (22.5 hours total). Income protection leave shall be paid at 100% of an employee's regular wage, provided credits are available.

It is mutually understood by the parties that such income protection time above shall begin each calendar year with two (2) days for full-time and one (1) for part-time banked and the remainder subject to the maximum annual accrual. Sick time shall not carry over into consecutive years.

18.02 The Employee shall be required to provide proof of illness by medical certificate if absence is longer than three (3) working days. The cost of any such certificate shall be paid by the Employer to a maximum of \$50.00 (fifty dollars).

### **18.03 Notification to Employer**

An employee who will be absent due to personal illness will endeavour to notify the Employer prior to the commencement of the shift.

## **ARTICLE 19 - LEAVE OF ABSENCE**

### **19.01 General Leave**

The Employer may, at its discretion, grant a leave of absence without pay to an employee. An employee who wishes a leave of absence shall make her request in writing, to the General Manager spelling out the time period involved and the reason for the request. The Employer will respond to such request, in writing, either approving or denying such.

### **19.02 Leave for Union Business**

Representatives of the Union shall not suffer any loss of pay when required to leave their employment temporarily in order to carry on discussions or negotiations with the Employer, or with respect to a grievance or an interest or

rights arbitration hearing provided that employees shall be required to obtain the permission of the Employer before leaving their employment.

#### 19.03 Bereavement Leave

- (a) Upon the death of an employee's spouse (same sex, common-law spouse or fiancée), child or stepchild, an employee shall be granted leave up to a maximum of four (4) days without loss of pay.
- (b) Upon the death of an employee's mother, father, step-parent, mother-in-law, father-in-law, brother, sister, brother-in-law, sister-in-law, legal guardian, grandparent, grandchildren, son-in-law or daughter-in-law, the employee shall be granted leave up to a maximum of three (3) days without loss of pay.
- (c) Upon the death of an employee's aunt or uncle, niece or nephew an employee shall be granted one (1) day bereavement leave without loss of pay.
- (d) Where it is necessary because of distance, the employee may be provided additional unpaid leave.
- (e) Days in this provision shall be consecutive, unless otherwise agreed between the Employer and the employee.

#### 19.04 Maternity Leave & Parental Leave

Maternity and parental leaves will be granted in accordance with the Ontario Employment Standards Act.

#### 19.05 Jury Duty

The Employer shall grant a leave of absence should you be called to jury duty or appear in court by a court order. The employee shall not lose regular pay to a maximum of five (5) regularly scheduled working days, such that the employee:

- (a) provides the Employer as soon as possible with a copy of such Summons or Notice to Appear but not less than at least seven (7) days' notice that they have been summoned for Jury or witness duty;
- (b) shall furnish satisfactory evidence to the Employer that they have reported for and performed jury or witness duty;
- (c) would have been scheduled.

#### 19.06 Education Leave

The Employer may grant an employee leave of absence without pay and without loss of seniority and benefits to write examinations to upgrade his or her employment qualifications as they relate to employment in the residence. Where the Employer requires an employee to complete training, the Employer will bear the costs associated with the training.

#### 19.07 Leave for Union Function

Upon notification to the Employer, an employee elected or appointed to represent the Union at Union functions shall be allowed a leave of absence with pay and benefits, and without loss of seniority. The Union shall reimburse the Employer for receipt of such pay.

#### 19.08 Leave of Absence for Full-Time Union or Public Duties

An employee who is elected or selected for a full-time position with the Union or anybody with which the Union is affiliated, or who is elected to public office, shall be granted leave of absence without pay and without loss of seniority.

#### **19.09 Where an ROE is required to be submitted to Service Canada, the employer shall do so within five (5) calendar days after the end of the pay period in which an employee's interruption of earnings occurs, as per Service Canada requirements.**

### **ARTICLE 20 - PAYMENT OF WAGES AND ALLOWANCES**

#### 20.01 Shift and Weekend Premium

- (a) Employees shall be paid a premium of twenty-five cents (\$0.25) per hour effective March 20, 2023 for all hours worked between 11:00 p.m. and 7:00 a.m.
- (b) Employees shall be paid a premium of fifteen cents (\$0.15) per hour for all hours worked between Friday at 23:00 p.m. and Sunday at 23:00 p.m. This premium shall be in addition to any other premium.

#### 20.02 Pay Days

Wages will be paid bi-weekly on every second Friday. On each payday each employee shall be provided with an itemized statement of their wages, overtime and other supplementary pay and deductions. The employee's hourly rate is to be placed on the cheque stub. If an employee is under paid, the following applies:

If the amount of the error is equal to or greater than the employee's normal gross wages for a day of work, the Employer will provide the adjustment payment promptly. The objective is to deliver the payment within five (5) business days of the error being brought to the Employer's attention.

If an employee is overpaid, the following applies:

The adjustment will be taken from the following pay period.

Errors for lesser amounts will normally be corrected on the next pay.

20.03 Equal Pay for Equal Work

The principle of equal pay for equal work shall apply, regardless of gender.

20.04 Pay during Temporary Transfers

When an employee is assigned by the Employer to temporarily perform the principal duties of a higher paying position, they shall receive the rate for the job. When an employee is temporarily assigned to a lower paying position than their own, their rate shall be reduced.

20.05 Payment for In-Service

The Employer agrees to pay employees who are required by the Employer to attend in-service sessions at their straight time hourly rate for all hours in attendance at such sessions. Such payment shall not be subject to the overtime provisions of the Collective Agreement.

20.06 Uniform Allowance

Effective for **2024**, the employer shall provide upon hire and annually thereafter:

- (a) Two (2) uniform shirts and two (2) uniform pants to all Full-time employees;
- (b) One (1) uniform shirt and one (1) uniform pants to all Part-Time and casual employees;
- (c) **All employees shall receive an annual allowance of fifty dollars (\$50.00) for non-slip footwear.**

Additional uniforms may be purchased at the employee's expense and changes to the standard uniform shall remain at the discretion of the employer. Only employer approved uniforms shall be worn during work hours.

The definitions of Full-Time and Part-Time as it pertains to uniform entitlement shall be consistent with the definitions of employee status" article in this agreement.

**ARTICLE 21 - EMPLOYEE BENEFITS**

- 21.01 The following benefits apply to Full-time employees, who have completed the probation period and/or 3-month wait period. The Employer agrees to pay 80% of EHC and Dental premiums.

Life	Flat Reduction Termination Conversion	\$25,000 50% age 65 Age 70 Before Age 65
Dependent	Spouse	NA
Life	Each Child	NA
	Termination	NA
Health	Deductible Coinsurance Aggregate Maximum Hospital Drugs	Nil, except prescriptions 100% OOC Emergency, 80% for all others \$5,000,000 per insured, lifetime Ward Pay direct drug card — See below
	Paramedical max/combined	\$700 combined per calendar year total including: Speech Therapist, Massage Therapist, Psychologist, Chiropractor, Osteopath, Chiropodist, Podiatrist, Physiotherapist, Acupuncturist, Naturopath
	Rn or RNA Services Convalescent Home Care Substance Abuse Treatment Facility OOC Referrals Hearing Aids Orthopedic Shoes Orthotics Survivor Benefit Termination Travel Assist	\$5,000 /cy \$20 per day Ward Not Covered \$500/5 years \$400 per calendar year \$400 per calendar year 24 months Age 70 Yes
Pay Direct	Definition	No Deductible or co-pay on prescriptions
Drug Card	Coinsurance Deductible Generic Inclusions  Exclusions Co- Insurance	80% \$25/\$50 combined with health Yes Diabetic Supplies, IUDs & Diaphragms, Contraceptive drugs, rings and patches, injectable drugs (serums, vaccines, vitamins) Fertility drugs, Smoking Cessation, Anti- Obesity, Erectile dysfunction
Vision Eye Exam		\$350/24 mos. \$110/24 mos.



Dental	Deductible	Annual max of \$1,500 per insured Including: diagnostic, preventative, minor restorative, periodontics, endodontics, denture realigning and rebasing.
	Recall Fee Guide	9 mos. Current

#### 21.02 Benefit Coverage While on Leave

Where any leave of absence without pay exceeds **six(6)** consecutive weeks credit for salary increases, vacation and accrued sick leave (and other benefits) will be suspended during the leave.

If the employee wishes to have Group Insurance coverage maintained while on unpaid leave, they may make arrangements to pay the full cost of the premiums to the Employer, monthly by post-dated cheques.

#### 21.03 Change of Carriers

It is understood that the Employer may at any time substitute another carrier for the existing carrier provided there is no reduction in benefits. When making the substitution, the Employer shall notify the Union to explain the proposed change.

The Employer shall continue to pay its portion of premiums for insured benefit plans, provided employees continue to pay their portion, as follows:

- (a) While on paid leave of absence or Family Medical Leave.
- (b) While on pregnancy and parental leave.
- (c) While absent due to illness or injury, including workplace illness or injury, for up to two years from the date of illness or injury.

#### 21.04 Health and Welfare - Premium in Lieu

Part-time employees shall receive **five percent (5%)** of their regular rate of pay per hour worked above their regular rates of pay as set out in Appendix "A" in lieu of all forms of health and welfare and fringe benefits.

## **ARTICLE 22 - PENSION**

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

22.01 "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:

- (a) the straight time component of hours worked on a holiday,
- (b) holiday pay, for the hours not worked,
- (c) vacation pay,
- (d) paid sick leave,
- (e) bereavement leave,
- (f) jury duty,
- (g) negotiations and grievance meetings.

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

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

22.02 Each eligible employee covered by this Collective Agreement shall contribute for each pay period an amount equal to two percent (2%) of applicable wages to the Plan. The Employer shall contribute on behalf of each eligible employee for each pay period, an amount equal to two percent (2%) of applicable wages to the Plan.

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

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

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

22.04 The Union acknowledges and agrees that other than making its contributions to the Plan as set out in this Article, the Employer shall not be obligated to

contribute toward the costs of benefits provided by the Plan or be responsible for providing any such benefits.

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

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

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

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

- (a) 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)
- (b) 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
- (c) to be provided once, and if status changes:
  - Full address as provided to the Employer by the employee
  - Termination date when applicable (MMDDYY)

- (d) 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.

## **ARTICLE 23 - TECHNOLOGICAL CHANGES**

### **23.01 Technological and Other Changes**

The Employer will notify the Union at least thirty (30) days in advance of any technological or other change, which the Employer plans to introduce which will significantly change the status of the employees within the bargaining unit. The Employer agrees to meet and discuss with the Union the impact of the technological or other change on the Retirement Home, its employees, and the residents.

## **ARTICLE 24 - GENERAL CONDITIONS**

### **24.01 Bulletin Board**

The Employer shall provide a bulletin board which shall be placed so that all employees will have access to it and upon which the Union shall have the right to post notices of regular meetings, special meetings, seminars or Union activities.

### **24.02 Copies of Agreements**

The Union and the Employer desire every employee to be familiar with the provisions of the Agreement and their rights and duties under it. It is agreed that the Union will prepare the Collective Agreement for signing within sixty (60) days of receiving the arbitration award or written notice of ratification and shall subsequently arrange to print sufficient copies within thirty (30) calendar days from the date it receives the signed copy of the Collective Agreement. The Union and the Employer shall share the cost of printing equally.

### **24.03 In-Service Training**

**Employees who are required by the Employer to attend in-service sessions, shall be given the resources required and uninterrupted time to complete the training at the worksite and on working hours.**

#### 24.04 Plural or Feminine Terms May Apply

Whenever the singular or masculine is used in this agreement, it shall be considered as if the plural or feminine has been used where the context of the party or parties hereto so requires.

### ARTICLE 25 - RETROACTIVITY

25.01 Except as otherwise stated, increases to the salary schedule shall be retroactive to the effective date of the Collective Agreement and shall be payable to all present and former employees. All former employees shall be sent notice by the Employer at their last known address and shall have thirty (30) calendar days from the date notice is sent to claim the payment. The Union shall be provided with a copy of all such notices.

### ARTICLE 26 - TERM OF AGREEMENT

#### 26.01 Effective Date

The term of this Agreement shall be from March 20, **2024** to March 19, **2027** and shall continue from year to year upon the expiration of that term unless either party gives to the other party notice in writing at least ninety (90) days prior to the expiration date in each year that it desires its termination or amendment.

Dated this 18 day of December, 2024.

For the Employer:

SD  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

For the Union:

Joan Leavitt  
Joan Leavitt (Dec 9, 2024 15:34 EST)  
\_\_\_\_\_  
David Petten  
David Petten (Dec 18, 2024 09:33 EST)  
\_\_\_\_\_  
\_\_\_\_\_

## SCHEDULE A - WAGES

Classification	Step	Minimum Wage Increase October 1, 2023	March 20, 2024	March 20, 2025	March 20, 2026
<b>RGA – Care</b>					
Step 1	Start	\$17.75	<b>\$18.46</b>	<b>\$19.15</b>	<b>\$19.87</b>
Step 2	450 hours	\$18.63	<b>\$19.38</b>	<b>\$20.10</b>	<b>\$20.86</b>
Step 3	1 Year (1850 hours)	\$18.80	<b>\$19.55</b>	<b>\$20.29</b>	<b>\$21.05</b>
<b>Cook</b>					
Step 1	Start	\$19.93	<b>\$20.73</b>	<b>\$21.50</b>	<b>\$22.31</b>
Step 2	450 Hours	\$20.69	<b>\$21.52</b>	<b>\$22.32</b>	<b>\$23.16</b>
Step 3	1 Year (1850 hours)	\$21.13	<b>\$21.98</b>	<b>\$22.80</b>	<b>\$23.65</b>
<b>Care Supervisor</b>					
Step 1	Start	\$23.00	<b>\$23.92</b>	<b>\$24.82</b>	<b>\$25.75</b>
Step 2	450 hours	\$23.87	<b>\$24.82</b>	<b>\$25.76</b>	<b>\$26.72</b>
Step 3	1 Year (1850 hours)	\$24.79	<b>\$25.78</b>	<b>\$26.75</b>	<b>\$27.75</b>
<b>RGA Concierge/ HSKP &amp; Dietary</b>					
Step 1	Start	\$16.55	<b>\$17.20</b>	<b>\$17.85</b>	<b>\$18.51</b>
Step 2	450 hours	\$16.75	<b>\$17.42</b>	<b>\$18.07</b>	<b>\$18.75</b>
Step 3	1 Year (1850 hours)	\$16.90	<b>\$17.58</b>	<b>\$18.24</b>	<b>\$18.92</b>
<b>Student</b> As per ESA <i>*applies to students under the age of 18**</i>					

**LETTER OF UNDERSTANDING**

**BETWEEN**

**SEASONS RETIREMENT HOME**  
(Hereinafter referred to as the "Employer")

**AND**

**CANADIAN UNION OF PUBLIC EMPLOYEES AND ITS LOCAL 543.12**  
(Hereinafter referred to as the "Union")

**RE: Uniforms - Holdback**

Upon hire and annually thereafter, the employer intends to provide to all Full-Time employees two (2) uniform shirts and two (2) uniform pants and to all Part Time and Casual employees one uniform shirt and one (1) uniform pants. In an effort to mitigate the losses of such uniform expenditures to the employer, it is agreed by the parties hereto that any newly hired employee shall be charged for the full cost of such uniform(s) via payroll deduction on their first full pay cheque following the individual's hire date.

The employer (or employer's principal) shall retain in holding, the amount deducted from the Individual until such time that incumbent successfully completes the mandatory required probationary period, upon which completion any uniform related costs withheld shall be fully reimbursed to the successful incumbent.

Dated this 18 day of December, 2024.

For the Employer:

ED  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

For the Union:

Joan Leavitt  
Joan Leavitt (Dec 9, 2024 15:34 EST)  
\_\_\_\_\_  
David Petten  
David Petten (Dec 18, 2024 09:33 EST)  
\_\_\_\_\_  
\_\_\_\_\_

## LETTER OF UNDERSTANDING

BETWEEN

**SEASONS RETIREMENT HOME**  
(Hereinafter referred to as the "Employer")

AND

**CANADIAN UNION OF PUBLIC EMPLOYEES AND ITS LOCAL 543.12**  
(Hereinafter referred to as the "Union")

### RE: 12 Hour Shift Language

The Employer may to implement 12 hour shifts for RPNs. The parties may mutually agree to apply to other classifications.

- (a) With the exception of the specific variations set forth in this Article, all other conditions and terms of the Collective Agreement and Appendices shall remain in full force and effect.
- (b) Hours of Work
  - i) Where employees are now working a longer daily shift, the provisions set out in this Article governing the regular hours of work on a daily tour shall be adjusted accordingly.
  - ii) The normal daily shift shall be 11.5 hours consecutive hours in any 24-hour period, exclusive of a total of thirty (30) minutes of unpaid meal time.
- (c) Payment for bereavement leave is based on 11.5 hours for extended hours.
- (d) Payment for vacation for full-time employees will be based on the equivalent to the 7.5 hour entitlement. Paid holidays average day's pay is calculated by adding the total hours worked in the preceding 28 days to the holiday and divided it by 20.
- (e) Overtime premium as set out in Article 15 shall be paid for all hours paid in excess of 11.5 hours on a scheduled 12 hour shift or eighty-four (84) hours bi-weekly averaged over the duration of a six (6) week schedule.

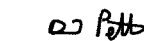
Dated this 18 day of December, 2024.

For the Employer:



For the Union:

  
Joan Leavitt (Dec 9, 2024 15:34 EST)

  
David Petten (Dec 18, 2024 09:33 EST)



**LETTER OF UNDERSTANDING**

**BETWEEN**

**SEASONS RETIREMENT HOME**  
(Hereinafter referred to as the "Employer")

**AND**

**CANADIAN UNION OF PUBLIC EMPLOYEES AND ITS LOCAL 543.12**  
(Hereinafter referred to as the "Union")

**RE: CNO**

After one (1) year of completed service, RPN employees shall be eligible for a 50% reimbursement of their CNO Licensing Fees.

Dated this 18 day of December, 2024.

For the Employer:

ED  
\_\_\_\_\_  
  
\_\_\_\_\_  
  
\_\_\_\_\_

For the Union:

Joan Leavitt  
Joan Leavitt (Dec 9, 2024 15:34 EST)  
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David Petten  
David Petten (Dec 18, 2024 09:33 EST)  
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