

# **COLLECTIVE AGREEMENT**

**between**

**WC Operating (Ontario-1) LP by its general partner WC Operating  
(Ontario-1) GP Inc., operating as “PRINCE OF WALES MANOR”**

**(hereinafter called the “Employer”)**

**and**

**CANADIAN UNION OF PUBLIC EMPLOYEES  
LOCAL 4000-16**

**(hereinafter called the “Union”)**

**Expiring: January 1, 2023 to December 31, 2024**

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## **PREAMBLE**

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

To maintain and improve the harmonious relations and settled conditions of employment between the Employer and the Union.

To recognize the mutual value of joint discussions and negotiations in all matter pertaining to working conditions, employment, services, etc.

To encourage efficiency in operation.

To promote the morale, well-being and security of all the employees in the bargaining unit of the Union.

Both parties agree to act in a fair and reasonable manor.

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

**NOW THEREFORE, THE PARTIES AGREE AS FOLLOWS**

## **ARTICLE 1 – MANAGEMENT RIGHTS**

### **1.01 Management Rights**

Except where specifically restricted by the terms of this Agreement, it is the exclusive right and function of the Employer to manage and direct its operations and affairs in all respects and without limiting or restricting this right and function:

- (a) To maintain order, discipline and efficiency and to make, alter and enforce reasonable rules and regulations to be observed by the employees;
- (b) To hire, layoff, direct, promote, demote, transfer, discipline, suspend or otherwise discharge employees, provided that a claim by an employee that she has been charged with just cause, may be subject of a grievance and dealt with as hereinafter provided;
- (c) The question of whether one of the above rights is modified or limited by this Agreement may be decided through the grievance and arbitration procedure.

## **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 matter 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, Employer's 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 Bargaining Unit**

The Employer recognizes the Canadian Union of Public Employees and its Local 5192 as the sole and exclusive bargaining agent of all employees employed by HCN-Revera Lessee (Prince of Wales) LP by its general partner HCN-Revera Lessee (Prince of Wales) GP Inc, operating as Prince of Wales Manor in Ottawa, Ontario, save and except supervisors, persons above rank of supervisors, excluding as well maintenance and office and clerical categories.

### **2.02 Bargaining Unit Work**

Employees not covered by the terms of this Agreement will not perform any duties which are normally performed by members of the bargaining unit.

This article shall not prevent residents or designates from making arrangements for private care providers or publicly funded service delivery (VON, Homecare), private duty or companion care. Such service(s) is between the resident and/or designates and the provider and shall not be viewed as a violation of the Collective Agreement.

The current incumbents of the following classifications shall be considered working supervisors who may continue to perform bargaining unit work;

Director of Recreation

Director of Culinary Services

### **2.03 No Other Agreements**

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



## **2.04 Representatives of Canadian Union**

The Union shall have the right to have assistance of a Representative of the Canadian Union of Public Employees in negotiations, Grievances, or other matters of mutual interest to the Parties. The Union shall have reasonable access to the building when dealing with matters arising out of this Collective Agreement provided permission has been granted by the Executive Director/designate or designate and the request has been provided in advance.

## **2.05 Definition of Employee**

- (a) A "full-time" employee shall be deemed to be an employee who regularly works more than thirty (30) hours per week, who makes a commitment to be available on a pre-scheduled basis as required, and in respect of whom there is advance scheduling.
- (b) A "part-time" employee shall be deemed to be an employee who regularly works not more than thirty (30) hours per week, who makes a commitment to be available on a pre-scheduled basis as required, and in respect of whom there is advance scheduling.
- (c) "A casual part time employee is an employee who works on an irregular basis as needed by the Employer"

## **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 behaviour, 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 a good standing of the Union, according to the Constitution and By-Laws of the Union. The Employer shall deduct from every employee any dues, initiation fees, or assessments levied by the Union on its own members.

### **5.02 Deductions**

Deductions shall be made from the bi-weekly payroll and shall be forwarded to the National Secretary-Treasurer of the Canadian Union of Public Employees, by no later than the 15<sup>th</sup> 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.

### **5.03 New Employees**

It is mutually agreed that a Union representative shall be given the opportunity of interviewing each new employee for fifteen (15) minutes once between the end of the orientation period and the completion of probation for the purpose of informing such employee of the existence of the Union in the Residence, and presenting such employee with a copy of the Union Agreement.

### **5.04 T4 Slips**

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

### **5.05 Employer Liability**

In consideration of the deducting of Union dues by the Employer, the Union agrees to indemnify and save harmless the Employer against any claims or liabilities arising or resulting from the operation of this Article.

## **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 Executive Director/designate or his/her designate and the Secretary of the Union with a copy sent to the Local President, National Representative of the Union and the Director of Labour Relations of the Employer or his/her 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 three (3) members of the Union as appointees of the Union. The Union will advise the Employer in writing of the Union nominees to the Committee. 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 Union - Management Committee**

The parties hereby agree to appoint a joint Labour Management Committee of equal numbers appointed by the Union and by the Employer who shall meet to discuss and if possible provide understanding of points of mutual interest between the parties; it being understood that such Committee shall have no right to usurp the power of the negotiation or grievance committee. It is agreed workload issues will be discussed by this committee. The committees shall meet from time to time as agreed between the parties and all matters for discussion shall be submitted to the Executive Director/designate of the Retirement Residence previous to each meeting to be placed on the agenda. By mutual agreement of the parties, the number of representatives on the Labour Management Committee may be increased. Employees shall not suffer any loss of pay for time spent with this Committee.

### **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 so 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 every three months or more frequently at the call of the Chair. 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 the 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 him or her inspections. Scheduled time spent in all such activities shall be considered as time worked at regular or premium rates that may apply.

- (d) The Union agrees to endeavour to obtain the full co-operation of its membership in the observation of all safety rules and practices.
- (e) The employer shall take every precaution reasonable in the circumstances for the protection of a worker.

## **ARTICLE 8 – GRIEVANCE PROCEDURE**

### **8.01 Recognition of Union Stewards and Grievance Committee**

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

It is mutual desire of the parties hereto that complaints of employees shall be adjusted as quickly as possible, and it is understood that no employee can file a grievance until she has first given her immediate supervisor the opportunity of adjusting her complaint.

### **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 her. The employer agrees that Stewards shall not be hindered, coerced, retrained or interfered with in the performance of their duties while investigating disputes and presenting adjustments as provided for in the Article.

### **8.03 Permission to Leave Work**

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

The Union recognizes that each Steward and/or Committee member is employed by the Employer and that he/she will not leave his/her work during working hours except to perform his/her duties under this agreement. Therefore, no Steward or Committee member shall leave his/her work without obtaining the permission of his/her supervisor, which permission shall be given within an hour. Such permission shall not be unreasonably withheld.

The Union Stewards or committee members shall have the right to conduct investigations and attend grievance meetings held within the employees working hours without loss of remuneration

#### **8.04 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, he/she will first seek to settle the dispute with the employee's Supervisor.

##### **Step 2**

Failing satisfactory settlement within five (5) working days after the dispute was submitted under Step 1, the Chief Steward will submit to the Department Head a written statement of the particulars of the grievance and the redress sought. The Department Head shall render his/her 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 Chief Administrative Officer, who shall render his/her 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.

#### **8.05 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.

#### **8.06 Policy Grievance**

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

#### **8.07 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.

#### **8.08 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.

#### **8.09 Replies in Writing**

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

#### **8.10 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.

#### **8.11 Failure to Act Within Time Limits**

Any of the time limits above may be extended by mutual consent between a duly recognized Union Official and the Manager or Designate and shall be confirmed in writing.

#### **8.12 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 2.

#### **8.13 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 nominee. 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 ( $\frac{1}{2}$ ) 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 Clearing the File**

The record of an employee shall not be used against him/her at any time after eighteen (18) months following a suspension or disciplinary action, including letters of reprimand or any adverse reports.

### **10.02 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.

### **10.03 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.

### **10.04 Access to Personnel File**

Having provided a written request to the Executive Director/designate at least one (1) week in advance, an employee shall be entitled to review her personnel file for the purpose of reviewing any evaluations or formal disciplinary notations contained therein in the presence of a supervisor at a mutually satisfactory time. It is understood and agreed that an employee is not entitled to see job references

### **10.05 Right to have Steward Present**

When the Employer knows that an employee may be subject to disciplinary action, which is to be recorded in the employee's personnel file, the employee shall have the right to the presence of the Union Steward. The Employer shall notify the employee of their right to have a Union Steward present.

## **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 shall be determined locally. 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 List**

The Employer shall maintain separate seniority lists for full-time and part time 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 she has completed her 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 paid.

The Union will also be provided with the last known address, telephone number and personal email address for each member at the time the seniority list is updated.

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. All seniority, vacation and other credits obtained under this Agreement shall be retained and transferred with the employee when reclassified.

### **11.03 Probationary Employees**

Newly-hired employees shall be considered on a probationary basis for a period of four hundred and fifty (450) hours worked. During this probationary period, employees shall be entitled to all rights and privileges of this Agreement. An employee who has not completed his/her 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 date of last hire.

### **11.04 Loss of Seniority**

Seniority shall terminate and an employee shall cease to be employed by the Employer when she:

- (a) Resigns and does not rescind within twenty-four (24) hours;
- (b) Is discharged for just cause and not reinstated through the grievance or arbitration procedure;

- (c) Is absent from work in excess of three (3) consecutive scheduled working days without reasonable cause acceptable to the Employer or without notifying the Employer of her intended absence.
- (d) is absent from work for twenty-four (24) months due to illness or accident and there is no reasonable likelihood the employee will return to work within the near future. The Employer agrees to abide to any obligations they may have under the *Human Rights Code* when applying this Article.
- (e) Fails to notify the employer of her intention to return to work within 7 calendar days of being notified of recall from layoff by registered mail or fails to return to work within seven calendar days after being notified of recall, unless through sickness or just cause.
- (f) Fails to return to work upon the termination of an authorized leave of absence unless through sickness or sufficient cause.
- (g) Utilizes a leave of absence for a purpose other than that for which it was granted.
- (h) Retires.

#### **11.05 Transfers and Seniority Outside Bargaining Unit**

- (a) No employee shall be transferred to a position outside the bargaining unit without her 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, he or she shall accumulate seniority during the period of time outside the bargaining unit.

- (b) If an employee transfers from full-time to part-time, the following method shall be used to calculate her seniority from one group to another for purposes of establishing an anniversary date: one (1) year equals 1950 hours paid.

- (c) If an employee transfers from part-time to full-time, the following method shall be used to calculate her seniority from one group to another for purposes of establishing an anniversary date: 1950 hours paid equals one (1) year.

## **ARTICLE 12 – PROMOTION 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. The position shall be posted for a period of seven (7) working days so that interested employees can apply. The name of the successful applicant shall be posted on the Employer's main bulletin board. One (1) subsequent posting as a result of the original will be posted for seven (7) days

#### **(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 six (6) months (except for pregnancy or parental leave). Upon termination of a limited job, the employee filling the vacancy shall be returned to the classification and job location in which he/she last worked. In the event that a part-time employee is the successful applicant, the said employee shall retain his/her part-time 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 his/her temporary position.

#### **(d) Successful Applicant**

The successful applicant for a permanent full-time vacancy will fill the vacancy within six (6) 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.

### **12.03 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.

### **12.04 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 three (3) weeks of posting.

### **12.05 Trial Period**

The successful applicant shall be placed on trial for a period of no more than one hundred and fifty (150) hours. 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 herself unable to perform the duties of the position, she shall be returned to her 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 her 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 12.01.

### **12.06 Union Notification**

The Union shall be notified of all appointments, *hirings*, layoffs, recalls and terminations of employment.

Notices of such appointments shall also be posted.

The Union will be supplied a copy of each posting.

## **12.07 Posting while on Vacation or Leave**

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

## **12.08 New Classification**

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

If the Union disagrees with the rate, it shall have the right to request a meeting with the Employer. At such a 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.

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

If the parties are unable to reach an agreement, either party may refer the dispute to arbitration, as provided in the 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.

## **ARTICLE 13 – LAYOFFS AND RECALLS**

### **13.01**

An Employee whose status is changed from full-time to part-time, full-time to casual part-time or part-time to casual part-time as a result of the implementation of a new schedule and/or a reduction of hours will be considered to be laid off.

The Employer shall notify employees who are to be permanently laid off in accordance with the provisions of the Employment Standards Act and the Union with no less than four (4) weeks written notice.

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 qualification 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;
- (c) displace another employee who has lesser bargaining unit seniority in the same or 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 13.01.

An employee who chooses to exercise the right to displace another employee with lesser seniority shall advise the Employer of his or her intention to do so and the position claimed within 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 13.01.

### **13.02 Reduction of Hours**

It is agreed and understood, that in the interest of efficiency and effectiveness, other layoff procedures may be mutually agreed upon.

The employer agrees to:

- i. Provide the Union with bi-weekly reductions of hours per classification.
- ii. Provide the Union with revised work schedules (of classifications that are directly affected or could be affected). Where possible the Employer will attempt to maintain full time hours. It is understood and agreed that this will not restrict the Employer's right to schedule.
- iii. Inform Employees of the reductions.
- iv. Within five (5) days allow Employees to select, in order of seniority, a position within the new revised work schedule. Employees will also have the choice of attending in person or providing a number where they can be reached at their set time. Employees put their names down on any available position (providing qualified).

At the conclusion of this process the new schedule becomes effective and Employees with no available positions would receive their required notice in accordance with Article 13.01.

### **13.03**

- (a) An employee shall have the opportunity of recall from a layoff to an available opening, in order of seniority, provided she has 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. In determining the ability and qualifications as required by law, as agreed between parties, of an employee to perform the work for the purposes of the first sentence above, the Employer shall not act in an arbitrary manner.
- (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 his/her 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 layoff or notice of layoff 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 layoff. This provision supersedes the job posting provision.

## **ARTICLE 14 – HOURS OF WORK**

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

- (a) The normal hours of work shall be seven and one-half (7½) hours per day, exclusive of an uninterrupted unpaid thirty (30) minute meal break. The normal days per week shall be five (5) days per week with a week being the period from Monday to Sunday.
- (b) In no instance will any employee be required to work more than five (5) consecutive days without receiving her day off, unless otherwise mutually agreed. Nothing in this Article shall be construed as a guarantee of hours per day, or day per week.

### **14.02 Days Off**

Days off shall be planned in such a way as to equally distribute free weekends. A full-time employee shall receive one weekend off in every two-week period, which shall include Saturday and Sunday.

### **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 be posted in ink and will not be changed without the consent of the Employer and employee involved. The Union shall receive a copy of the said schedules on request.

### **14.04 Rest Period**

- (a) There shall be two (2) fifteen (15) minute breaks with pay for all employees during each shift of seven (7) hours or more.
- (b) Short shifts of more than four (4) hours but less than seven (7) hours shall receive one (1) fifteen (15) minute break during the middle portion of such shift.

### **14.05 Reporting Pay**

Employees who report for any scheduled shift will be guaranteed at least four (4) hours of work, or if no work is available, will be paid at least four (4) 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**

Employees will be permitted to exchange days off, or shifts, with other employees by completing appropriate forms, as supplied by the Employer, and with the Employer's permission. Such permission shall not be unreasonably withheld. The Employer has no obligation for any premium payment arising out of any such exchange. Where the shifts involved involve shift differential, this premium shall be paid to the employee working the shift.

#### **14.07 Time Off Between Shifts**

Employees are to be allowed a minimum off twelve (12) hours off between the ending of one scheduled shift and the commencing of the other scheduled shift.

#### **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.

### **ARTICLE 15 – OVERTIME**

#### **15.01 Overtime Defined**

Overtime shall be paid for all authorized hours worked over eighty-eight (88) hours in a two (2) week work schedule.

#### **15.02 No Layoff to Compensate for Overtime**

Employees shall not be required to layoff during regular hours to equalize any overtime worked.

#### **15.03 Distribution of Overtime**

Overtime shall be offered in order of seniority to the employees who are at work, willing and qualified to perform the work that is available.

#### **15.04 Minimum Call-Back Time**

When an employee is called back to work after leaving the Residence, or upon completion of his/her shift, such employee shall be paid at time and one-half (1 ½) his/her 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 his/her shift, he/ she shall be paid at the overtime rate of time and one-half (1 ½) of the actual hours worked until the commencement of the shift.

#### **15.05 No Pyramiding**

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

#### **15.06 Meal Allowance**

An employee required to work more than two hours of overtime will be provided with a meal.

### **ARTICLE 16 – HOLIDAYS**

#### **16.01 The following Holiday Pay provisions apply to all employees:**

##### **List of Holidays**

The Employer recognizes the following as paid holidays:

|                     |                  |
|---------------------|------------------|
| New Year's Day      | Civic Holiday    |
| Family Day          | Labour Day       |
| Good Friday         | Thanksgiving Day |
| Victoria Day        | Christmas Day    |
| Canada Day (July 1) | Boxing Day       |

Full time employees shall receive one additional float holiday per year to be scheduled at a mutually agreeable time.

#### **16.02 Holiday Qualifiers**

In order to be entitled to receive payment for these holidays, the employee must work her scheduled shift before and the scheduled shift after the holiday unless on an approved leave of absence or absent due to a bona fide reason.

#### **16.03 Payment for Holidays**

An employee who is required to work on any of the above named holidays will receive pay at the rate of time and one-half (1 ½) the employee's regular hourly rate for every hour worked on such day, in addition to pay for the

holiday at the employee's regular hourly rate or the employee may be granted an alternate day off (lieu day), at a mutually agreeable time, to be taken within sixty (60) days after the holiday except at Christmas and New Year's. Payment for such lieu day will be based upon the entitlement the employee otherwise would have been eligible to receive for the holiday at straight time hourly rates.

#### **16.04 Holidays for 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**

During Christmas and New Year's, employees will be scheduled so that they will only be required to work:

- (a) Christmas Day and Boxing Day OR
- (b) New Year's Eve and New Year's Day

Each year an employee's assignment to (a) and (b) will be alternated.

In order to accommodate the above, and if possible to further improve the scheduling during this period, it is agreed that all other scheduling provisions during the period December 15<sup>th</sup> to January 15<sup>th</sup> are waived. The Employer will endeavour to maintain the master rotation of its employees, and any exceptions to that will be reviewed with the labour management committee.

### **ARTICLE 17 – VACATIONS**

#### **17.01 Length of Vacation**

Employees shall receive an annual vacation with pay in accordance with the following:

- (a) Full-time

|                                   |  |
|-----------------------------------|--|
| Less than one (1) year of service | 10/12 of a working day for each month worked at 4% of total earnings |
|-----------------------------------|--|

|                                    |                           |
|------------------------------------|---------------------------|
| One (1) year of service            | 2 weeks at 4% of earnings |
| Four (4) years of service          | 3 weeks at 6% of earnings |
| Ten (10) years of service and over | 4 weeks at 8% of earnings |

(b) Part-time

|                                    |                      |
|------------------------------------|----------------------|
| Less than one (1) year of service  | 4% of gross earnings |
| One (1) year of service            | 4% of gross earnings |
| Four (4) years of service          | 6% of gross earnings |
| Ten (10) years of service and over | 8% of gross earnings |

Part-time employees may request a vacation period (unpaid leave of absence).

All vacation pay shall be paid to part-time employees on or before June 1<sup>st</sup> of each year.

Gross earnings as referred to above means the employees' gross earnings for the previous calendar year, based on the employees' T4.

## **17.02 Holidays During Vacation**

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

## **17.03 Vacation Pay on Termination**

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

## **17.04 Vacation Schedules**

Vacation requests must be made no later than March 1<sup>st</sup>. The vacation schedule shall be posted no later than April 1<sup>st</sup>. Vacations requested and approved by April 1<sup>st</sup> will be awarded based on seniority, vacations requested after April 1<sup>st</sup> will be awarded on a first come first served basis. Vacations will not be granted from December 15<sup>th</sup> to January 15<sup>th</sup>.

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

The Employer will arrange staff vacation schedules considering operational requirements. In cases of conflict for available periods, preference for vacations will be governed by seniority within an employee's classification. Notwithstanding the foregoing, vacation requests submitted after vacation requests have been approved, are subject to availability and shall be approved in the order they are received.

#### **17.05 Unbroken Vacation Period**

An employee shall be entitled to receive her vacation in an unbroken period unless otherwise mutually agreed upon between the employee concerned and the Employer.

#### **17.06 Illness During vacation**

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

### **ARTICLE 18 – SICK LEAVE PROVISIONS**

#### **18.01 Sick Leave Defined**

Sick leave means the period of time an employee is permitted to be absent from work with full pay by virtue of being sick or disabled, or because of an accident for which compensation is not payable under the Workers' Compensation Act.

#### **18.02 Amount of Sick Leave**

Sick leave, for full-time employees, shall be earned on the basis of one (1) day for every one hundred and fifty (150) hours worked to a maximum of five (5) days per year. Part-time employees shall earn one (1) day for every one hundred and fifty (150) hours worked to a maximum of two (2) days per year.

#### **18.03 Proof of Illness**

An employee may be required, at any time, to provide a doctor's certificate, certifying that the Employee was unable to carry out her duties due to illness, if required by the Employer. If there is a cost to the employee for the medical certificate it will be paid for by the Employer upon provision of an invoice from the doctor.

#### **18.04 Sick Leave During Leave of Absence**

When an employee is given leave of absence without pay for any reason, (except pregnancy and parental leave) or is laid off on account of lack of work and returns to work upon expiration of such leave of absence, etc., she shall not receive sick leave credit for the period of such absence, but shall retain her cumulative credit, if any, existing at the time of such leave or layoff.

#### **18.05 Sick Leave Record**

Any employee is to be advised, on application, of the amount of sick leave accrued to his/her credit.

#### **18.06 Notification to Employer**

An employee who is unable to report for duty on her scheduled shift shall notify the Employer of this fact at least four (4) hours in advance of the commencement of an evening or night scheduled shift; provided that this requirement shall be waived by the Employer where the employee was unable to give such notice due to circumstances beyond her control.

### **ARTICLE 19 – LEAVE OF ABSENCE**

#### **19.01 General Leave**

The Employer may grant leave of absence without pay and without loss of seniority to any employee requesting such leave of absence for valid personal reasons such request to be in writing and approved by the Employer. Employees on approved leave of absence should not engage in any gainful employment without permission of the Employer. Such leave is not to be unreasonably denied.

#### **19.02 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. The Union will provide the Employer with at least two (2) weeks' notice and no more than two (2) employee's will be allowed at any one time, provided they are not from the same department.

#### **19.03 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.

#### **19.04 Bereavement Leave**

- (a) In the event of death of an employee's spouse (to include same sex partner), parent or child, the employee shall be entitled to a leave of absence without loss of pay or seniority up to a maximum of five (5) days. These days can be taken up to and including the day of the funeral or service.
- (b) In the event of death of an employee's sister, brother, mother-in-law, father-in-law, daughter-in-law, son-in-law, grandparent or grandchild, the employee shall be entitled to a leave of absence without loss of pay or seniority up to a maximum of three (3) days. These days can be taken up to and including the day of the funeral or service.
- (c) In the event of death of an employee's aunt, uncle, brother-in-law, sister-in-law, former legal guardian, niece or nephew or any other second degree relative, the employee shall be entitled to leave of absence without loss of pay for one (1) day. This day can be taken up to and including the day of the funeral or service.

#### **19.05 Pregnancy and Parental Leave**

Pregnancy and parental leaves shall be granted in accordance with the Employment Standards Act, R.S.O., 2000, as amended from time to time.

- (a)
  - (i) An employee who is pregnant shall be entitled, upon application, to pregnancy leave and parental leave immediately thereafter. Pregnancy leave shall be granted for seventeen (17) weeks as provided in the *Employment Standards Act*, and may begin no earlier than seventeen (17) weeks before the expected birth date.  
  
The employee shall give the Employer four (4) weeks' notice, in writing, of the day upon which she intends to commence her leave of absence, unless impossible, and furnish the Employer with a certificate of a legally qualified medical practitioner stating that she is pregnant and giving the estimated day upon which delivery will occur.
  - (ii) The employee must have started employment with her Employer at least thirteen (13) weeks prior to the expected date of birth.
  - (iii) The employee shall give at least four (4) weeks' notice of her intention to return to work. The employee may shorten the duration of the leave of absence requested under this Article upon giving the Employer four (4) weeks' notice of her intention to do so, and so furnishing the Employer with a certificate of a legally qualified medical practitioner stating that she is able to resume her work.

Additional leave of absence may be taken under 19.09 Parental Leave.



- (b) An employee who does not apply for leave of absence under 19.08 a) i) and who is otherwise entitled to pregnancy leave, shall be entitled to and shall be granted leave of absence in accordance with 19.08 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 her opinion, delivery will occur or the actual date of her delivery.
- (c) An employee who intends to resume her employment on the expiration of the leave of absence granted to her under this article shall so advise the Employer. If an employee returns to work at the expiry of the normal pregnancy or parental leave, and the employee's former permanent position still exists, the employee will be returned to her former job, and former shift if her shift was designated.

All employees who fill vacancies as a result of the above absences shall likewise be returned to their former permanent positions.

- (d) 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 19.08 d).
- (e) Such absence is not an illness under the interpretation of this agreement, and sick leave benefits cannot be used.
- (f) 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 leave.
- (g) Upon expiry of seventeen (17) weeks pregnancy leave, an employee may immediately commence parental leave, as provided under the Parental Leave provisions of this agreement. The employee shall give the Employer at least four (4) weeks' notice, in writing that she intends to take parental leave.

#### **19.06 Parental Leave**

- (i) An employee who becomes a parent, and who has been employed for at least thirteen (13) weeks immediately preceding the date of the birth of child or the date the child first came into care or custody of the employee, shall be entitled to parental leave.

- (ii) A “parent” includes: the natural mother or father of the child, a person with whom a child is placed for adoption and a person who is in a relationship with the parent of the child and who intends to treat the child as her or her own.
- (iii) Parental leave must begin within seventy-eight (78) weeks of the birth of the child or within seventy-eight (78) weeks of the day the child first came into the custody, care and control of the parent. For employees on pregnancy leave, parental leave will begin immediately after pregnancy leave expires. Parental leave shall be granted for up to sixty-one (61) weeks in duration if the employee also took pregnancy leave and sixty-three (63) weeks in duration if she did not.
- (iv) An employee not on pregnancy leave requesting parental leave, shall give the Employer four (4) weeks written notice of the date the leave is to begin.

Parental leave ends sixty-one (61) weeks or sixty-three (63) weeks after it began, as the case may be, or on an earlier day if the employee gives the Employer at least four (4) weeks written notice of the day.

#### **19.07 Jury or Court Witness Duty**

The Employer shall grant leave of absence without loss of seniority to an employee who serves as a juror or subpoenaed witness in any court. The Employer shall pay such an employee the difference between her normal earnings and the payment she receives for jury service or court witness duty, excluding payment for travelling, meals, or other expenses. The employee will present proof of service and the amount of pay received.

Time spent by an employee required to serve as a court witness, for the Employer and at the request of the Employer, in a matter arising out of her employment shall be considered as time worked and shall be paid at the appropriate rate of pay.

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

#### **20.01 Shift Premium**

The Employer agrees to pay a shift premium of fifty cents (50¢) per hour to employees for each hour worked between the hours of 11:00 p.m. and 7:00 a.m.

The Employer agrees to pay a weekend premium of ten cents (10¢) per hour to all employees who work their shift between eleven (11) pm Friday and to end on Monday at seven (7) a.m. This premium shall be in addition to the shift premium.

## **20.02 Pay Days**

The Employer agrees that wages will be paid bi-weekly.

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

If an employee is under paid, due to a management error, 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 three (3) business days of the error being brought to the Employer's attention.

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 temporarily relieves in or performs the principal duties of a higher paying position she shall receive the rate for the job. When an employee is temporarily assigned to a lower paying position than her own, her rate shall not 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**

Full time employees who have completed their probationary period will receive a uniform allowance of \$5.00 each bi-weekly pay. Part time employees (not including casual part time employees) who have completed their probationary period will receive a uniform allowance of \$2.50 each bi-weekly pay.

## **ARTICLE 21 - EMPLOYEE BENEFITS**

See Appendix "A" - Benefit Highlights

## **21.01 Change of Carrier**

The Employer may substitute another carrier for any of the benefit plans set out in Appendix A provided that the level of benefits conferred thereby are not decreased. The Employer will advise the Union of any change in carrier or underwriter at least sixty (60) days prior to implementing a change in carrier.

## **ARTICLE 22 – PENSION PLAN**

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

**.01** “Plan” is defined as the Nursing Homes and Related Industries Pension Plan, being a multi-employer plan.

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

- (i) the straight time component of hours worked on a holiday;
- (ii) holiday pay, for the hours not worked; and
- (iii) vacation pay.

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

“Eligible Employee” is defined as full-time and part-time Employees in the bargaining unit who have completed 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.

**.02** Each Eligible Employee covered by this Collective Agreement shall contribute from each pay period an amount equal to one percent (1%) of Applicable Wages to the Plan. The Employer shall contribute on behalf of each Eligible Employee for each pay period, an amount equal to one percent (1%) of Applicable Wages to Plan.

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

The Employer shall contribute on behalf of all employees who would be Eligible Employees but for their age or their receipt of a pension from the

Plan one percent (1%) of Applicable Wages to a fund of the employee's choice.

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.

**.03** The Employee and Employer contributions shall be remitted 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.

**.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 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 of 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 obligations 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.

**.05** 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.

The following information shall be provided to the Administrator of the Plan in electronic format.

For further specificity, the items required for each Eligible Employee by .06 above of the agreement are:

(i) To be provided once only at Plan commencement:

- (a) Date of hire
- (b) Date of birth
- (c) Date of first contribution

- (d) Seniority list to include hours from date of hire to Employer's fund entry date (for purposes of calculating past service credit)
- (ii) To be provided with each remittance:
  - (a) Name
  - (b) Social Insurance Number
  - (c) Monthly Remittance
  - (d) Pensionable earnings
  - (e) Year to date contributions
  - (f) Employer portion of arrears owing due to error, or late enrolment by the Employer
- (iii) To be provided once and if status changes:
  - (a) Full address as provided to the Employer
  - (b) Termination date where applicable (MM/DD/YY)
  - (c) Gender
  - (d) Marital Status
- (iv) To be provided annually but no later than December 1st:
  - (a) Current complete address listing
  - (b) Details of all absences of members from the workplace due to an injury for which the member received Workplace Safety and Insurance Board benefits

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**

The Employer will notify the Union at least thirty (30) days in advance of any technological change, which the Employer plans to introduce which will significantly change the status of 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 Residence, its employees and the residents.

## **ARTICLE 24 - GENERAL CONDITIONS**

### **24.01 Bulletin Board**

The Employer shall provide a bulletin board which shall be place 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 Proper Conditions**

- (a) Neat, clean, attractive and appropriately furnished accommodations as pursuant to the Occupational Health and Safety Act, as amended from time to time, shall be provided for employees to have their meals and change their clothes.
- (b) Appropriate lockers or storage space shall be provided for employees to leave their clothing or belongings in during working hours.

### **24.03 Copies of Agreement**

The Union and the Employer desire every employee to be familiar with the provisions of this Agreement and her 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.

### **24.04 Plural of 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**

Increases to the salary schedule shall be retroactive to January 1, 2023. Where employees either have left the employ of the Employer and/or have entered into the employ of the Employer January 1, 2023, and expiry date December 31, 2024, they shall be entitled to the pro-rated amount of such payments.

Increases to the salary schedule shall be retroactive. The Employer will endeavour to provide all retroactivity within forty-five (45) days of the relevant arbitration award and/or receiving written notice of ratification. All retroactivity will be paid to employees on a separate cheque or itemized on an employee's regular cheque. All former employees shall be sent notice by the Employer at their last known address and will have thirty (30) calendar days from the date notice is sent to claim retroactive payments. The Union shall receive a copy of all notices sent to former employees.

## **ARTICLE 26 – TERM OF AGREEMENT**

### **26.01 Effective Date**

The term of this Agreement shall be from January 1, 2023 to December 31, 2024 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.

### **26.02 Changes in Agreement**

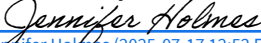
Any changes deemed necessary in this Agreement may be made by mutual agreement at any time during the existence of this Agreement.

**SIGNED this \_\_\_\_\_ day of \_\_\_\_\_, 2025.**

**FOR THE EMPLOYER  
Prince of Wales**

  
[Nicole Desjardins \(2025-07-16 10:22 EDT\)](#)

Nicole Desjardins

  
[Jennifer Holmes \(2025-07-17 12:52 EDT\)](#)

Jennifer Holmes


**FOR THE UNION  
CUPE and its Local 5192**



Rob Gauthier



Pascal Lavigne

  
[kadeem grant \(2025-07-08 15:36 EDT\)](#)

Kadeem Grant



## SCHEDULE "A"

### PRINCE OF WALES PAY SCALE

Effective the date of the award:

- \$0.75 per hour for the RPNs
- The start rate for PSW, Laundry, Housekeeping, Dietary and Dishwasher is removed, and the remaining rates will be moved one step up so that the top rate is effective after 3900 hours.
- 2% for the PSWs, Laundry, Dietary, Housekeeping and Dishwasher

| Classification                  | Steps             | Expired Rates | 2023-01-01 | 2023-10-01 | 2024-01-01 | 2024-10-01 | Date of Award |
|---------------------------------|-------------------|---------------|------------|------------|------------|------------|---------------|
| RPN                             | Start             | \$ 23.72      | \$ 24.55   |            | \$ 25.41   |            | \$ 26.16      |
|                                 | Step 1 - 1950 hrs | \$ 24.74      | \$ 25.61   |            | \$ 26.50   |            | \$ 27.25      |
|                                 | Step 2 - 3900 hrs | \$ 25.25      | \$ 26.13   |            | \$ 27.05   |            | \$ 27.80      |
|                                 | Step 3 - 9750 hrs | \$ 26.01      | \$ 26.92   |            | \$ 27.86   |            | \$ 28.61      |
| UCP                             | Start             | \$ 18.62      | \$ 19.27   |            | \$ 19.95   |            | \$ 20.70      |
|                                 | Step 1 - 1950 hrs | \$ 19.13      | \$ 19.80   |            | \$ 20.49   |            | \$ 21.24      |
|                                 | Step 2 - 3900 hrs | \$ 19.64      | \$ 20.33   |            | \$ 21.04   |            | \$ 21.79      |
|                                 | Step 3 - 9750 hrs | \$ 20.40      | \$ 21.11   |            | \$ 21.85   |            | \$ 22.60      |
| Guest Attendant/PSW             | Start             | \$ 16.58      | \$ 17.16   |            | \$ 17.76   |            | \$ 18.67      |
|                                 | Step 1 - 1950 hrs | \$ 17.09      | \$ 17.69   |            | \$ 18.31   |            | \$ 19.23      |
|                                 | Step 2 - 3900 hrs | \$ 17.60      | \$ 18.22   |            | \$ 18.85   |            | \$ 20.06      |
|                                 | Step 3 - 9750 hrs | \$ 18.36      | \$ 19.00   |            | \$ 19.67   |            |               |
| Cook                            | Start             | \$ 18.36      | \$ 19.00   |            | \$ 19.67   |            |               |
|                                 | Step 1 - 1950 hrs | \$ 18.87      | \$ 19.53   |            | \$ 20.21   |            |               |
|                                 | Step 2 - 3900 hrs | \$ 19.89      | \$ 20.59   |            | \$ 21.31   |            |               |
|                                 | Step 3 - 9750 hrs | \$ 20.66      | \$ 21.38   |            | \$ 22.13   |            |               |
| Housekeeper/Laundry Attendant   | Start             | \$ 15.56      | \$ 16.04   | \$ 16.55   | \$ 17.13   | \$ 17.20   | \$ 17.82      |
|                                 | Step 1 - 1950 hrs | \$ 15.81      | \$ 16.30   | \$ 16.81   | \$ 17.40   | \$ 17.47   | \$ 18.09      |
|                                 | Step 2 - 3900 hrs | \$ 16.07      | \$ 16.56   | \$ 17.07   | \$ 17.67   | \$ 17.74   | \$ 18.37      |
|                                 | Step 3 - 9750 hrs | \$ 16.58      | \$ 17.08   | \$ 17.33   | \$ 17.94   | \$ 18.01   |               |
| Dietary Aide/Dishwasher         | Start             | \$ 15.56      | \$ 16.04   | \$ 16.55   | \$ 17.13   | \$ 17.20   | \$ 17.82      |
|                                 | Step 1 - 1950 hrs | \$ 15.81      | \$ 16.30   | \$ 16.81   | \$ 17.40   | \$ 17.47   | \$ 18.09      |
|                                 | Step 2 - 3900 hrs | \$ 16.07      | \$ 16.56   | \$ 17.07   | \$ 17.67   | \$ 17.74   | \$ 18.37      |
|                                 | Step 3 - 9750 hrs | \$ 16.58      | \$ 17.08   | \$ 17.33   | \$ 17.94   | \$ 18.01   |               |
| Activities Assistant/Bus Driver | Start             | \$ 18.36      | \$ 19.00   |            | \$ 19.67   |            |               |
|                                 | Step 1 - 1950 hrs | \$ 18.87      | \$ 19.53   |            | \$ 20.21   |            |               |
|                                 | Step 2 - 3900 hrs | \$ 19.64      | \$ 20.33   |            | \$ 21.04   |            |               |
|                                 | Step 3 - 9750 hrs | \$ 20.66      | \$ 21.38   |            | \$ 22.13   |            |               |

## **APPENDIX “A”**

### **BENEFIT HIGHLIGHTS**

This is a general overview of the benefits provided. The exact benefits provided and the terms and conditions of the group benefits plans are described in the Policy/Plan documents held by the Employer and these are the governing documents. In the event of any discrepancy or difference between the language below and the Policy/Plan documents the terms of the Policy/Plan documents will prevail.

#### **ELIGIBILITY**

- All permanent full-time and permanent part-time employees are eligible for benefits after 3 months of employment.
- An employee must be regularly scheduled to work a minimum of 30 hours by-weekly in order to be eligible
- An employee must complete an enrolment form to elect his/her benefits, no later than 31 days after becoming eligible. Otherwise, the employee will be considered a late applicant and must provide satisfactory evidence of good health before he/she will be covered, and some benefit limitations may also apply.

#### **COST SHARING**

- For Full Time employees, the employer will pay 75% of the premium for all benefit plans.
- For Part Time employees, the employer will pay 50% of the premium for all benefit plans.

#### **BASIC LIFE INSURANCE- MANULIFE POLICY #38950**

- An employee is covered for \$20,000 of Basic Life Insurance.
- An employee's Basic Life Insurance reduces to 50% at age 65.
- An employee's life insurance ceases at the earlier of termination of employment, retirement or age 70.

#### **ACCIDENTAL DEATH & DISMEMBERMENT- MANULIFE POLICY #38950**

- An employee's AD&D benefit is an equal amount to his/her Basic Life Insurance.
- An employee's AD&D benefits ceases at the earlier of termination of employment, retirement or age 70.

## DEPENDENT LIFE INSURANCE

- Dependent Life Insurance covers an employee's spouse for \$10,000, and each dependent child for \$5,000.
- Dependent Life Insurance ceases at the earlier of termination of employment, retirement or age 70.

## EXTENDED HEALTH CARE PLAN-MANULIFE POLICY #85776

- An employee will be reimbursed for 80% of eligible expenses submitted, except semi-private hospital which will be reimbursed at 100%.
- The following eligible expenses are included (for more detail, see the Policy/Plan documents):
  - Drugs legally requiring a prescription (with some limitations). A pay direct drug card will be issued. An employee is required to pay the dispensing fee.
  - Semi-private hospital
  - Certain medical equipment and supplies
  - Paramedical practitioners, limited to ~~\$200~~ three hundred dollars (\$300) per practitioner per year, including acupuncturist, chiropractor, speech therapist, podiatrist, clinical psychologist, physiotherapist, dietician, occupational therapist, osteopath, naturopathy, audiologist, social worker and massage therapist
  - Orthotics, up to \$200 per year
  - Orthopedic shoes, limited to a maximum of 1 pair per year, for up to \$150
  - Hearing Aids, up to \$500 every 5 years
  - Private duty nursing up to \$10,000 per year
  - Vision care, up to ~~\$200~~ three hundred dollars (\$300) every 2 years for full time employees only
  - Out of country emergency medical expenses up to a \$5,000,000 lifetime maximum, including a travel assistance card. The maximum trip duration is 60 days.
- This benefit ceases at the earlier of termination of employment, retirement or age 70.

## DENTAL- MANULIFE POLICY #85777

- An employee will be reimbursed for 70% of eligible basic dental expenses, including exams and cleaning once every 6 months, x-rays, fillings, endodontics, periodontics, relining/rebasing and repair of bridge
- Reimbursement will be based on the current dental fee guide.
- Expense will be reimbursed to an annual maximum of \$1,000
- This benefit ceases at the earlier of termination of employment, retirement or age 70.

## VOLUNTARY BENEFITS

- In additions to the above, eligible employees may, if they so desire, purchase additional benefit coverage as set out below. The employee is responsible for 100% of the premium cost for such coverage.

## OPTIONAL LIFE- EMPLOYEE AND/OR SPOUSE

- An employee may purchase units of \$10,000 for him/herself and/or he spouse up to the greater of \$250,000 or 4 times his/her annual salary for him/herself or the greater of \$250,000 or 2 times his/her annual salary for his/her spouse.
- Medical evidence of insurability forms must be completed and approved before coverage will be in effect for the employee or his/her spouse.
- Optional Life Insurance ceases at the earlier of termination of employment, retirement or age 65.
- Premiums for Optional benefits are 100% employee paid.

## VOLUNTARY AD&D

- An employee may purchase units of \$10,000, up to \$300,000. The employee will be covered for accidental death and dismemberment for this amount. Included in this benefit are proportionate amounts payable for specific losses. If an employee has a spouse, his/her spouse will be covered for 50% of the amount the employee elects and each of the employee's dependent children will be covered for 15% if the employee does not have a spouse, or 10% if the employee has a spouse.
- Voluntary AD&D benefits ceases at the earlier of termination of employment, retirement or age 65.

Premiums for Optional benefits are 100% employee paid.