

COLLECTIVE AGREEMENT

- between__

Granite Ridge Care Community
Sienna Senior Living Inc,
(herein after the "Employer")

- and -

H.O.P.E. Local 2220 UBJCA
(herein after the "Union")

April 1, 2023 to March 31, 2025

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ARTICLE 1 - PURPOSE

- 1.01 The general purpose of this Agreement is to establish and maintain collective bargaining relations between the Employer and the employees covered by this Agreement; to provide for on-going means of communication between the Union and the Employer and the prompt disposition of grievances and the final settlement of disputes and to establish and maintain mutually satisfactory salaries, hours of work and other conditions of employment in accordance with the provisions of this Agreement.
- 1.02 It is recognized that employees and the Union wish to work together with the Employer to secure the best possible care and health protection for residents.

ARTICLE 2 - RECOGNITION

2.01 Exclusive Bargaining Agent

The Employer recognizes the Union as the exclusive bargaining agent of all its employees, at The Royale Development LP o/a Granite Ridge Care Community, operated in the City of Ottawa, save and except supervisors and persons above the rank of supervisor, Nurse Managers, Educator, Co-ordinators, Maintenance, Office and Clerical, Para Professional and Professional Therapists.

Note: Recreation Therapists; volunteer coordinator, volunteer Coordinator clerical assistant, Spiritual Care, Music Therapist, wellness coordinator, Hairdressers are clearly excluded from this agreement.

- 2.02 The Employer agrees it will not enter into any arrangement or contract with those employees for whom the Union has bargaining rights, either individually or collectively which will conflict with any of the provisions of this Agreement.

ARTICLE 3 - DEFINITIONS

- 3.01 A "full-time employee" is an employee who is regularly scheduled to normally work up to seventy-five (75) hours bi-weekly, but no less than forty-five (45).
- 3.02 A "part-time employee" is an employee who is regularly scheduled to work less than forty-five (45) hours bi-weekly and who offers to make a commitment to be available for work on a regular predetermined basis.
- 3.03 A "casual employee" is an employee who is called in to work as required and may have regularly scheduled hours from time to time, but normally does not have a regular

schedule of hours of work. Casual employees are required to provide their availability a minimum of one (1) weeks prior to the posting of the schedule.

A casual employee is expected to work at least three (3) shifts in a one (1) month period, with one (1) being a weekend shift. It is the employee's responsibility to provide new availability to the employer when there are changes.

It is understood that a casual employee who has provided availability to cannot unreasonably, or, consistently refuse to work shifts.

3.04 "Departments" are as follows:

- Housekeeping/Laundry
- Resident Care
- Recreation/Restorative
- Dietary

3.05 Reading of Agreement

The provisions of this Agreement shall be read with all generical, grammatical, singular and plural changes as required by the circumstances.

3.06 Shifts

The shift commencing at or before midnight shall be considered the last shift of each working day. A shift shall be deemed to be entirely within the calendar day in which the start time of the shift falls, regardless of which calendar day the majority of the hours are actually worked.

3.07 Calendar Days

Except where otherwise specified in this Agreement, the reference to a number of days within which any matter shall be dealt with is to be in terms of calendar days.

3.08 Union Representative

Wherever the term Union Representative is used in this Agreement it shall mean any employee working for and/or on the active payroll with the Union. Union representative shall mean and include Business Agent, International Representative, etc.

3.09 Service / Seniority

Where the parties use service and/ or seniority, seniority is the length of time in the bargaining unit and service is the length of time with the Employer.

ARTICLE 4 - NO DISCRIMINATION

4.01 No Discrimination / Harassment

The Employer and the Union agree that there will be no discrimination, interference, intimidation, harassment, restriction or coercion exercised or practised by any of their representatives with respect to any employee because of her membership or non-membership in the Union or activity or lack of activity on behalf of the Union or by reason of exercising her rights under the Collective Agreement.

4.02 No Union Activity

The Union agrees that there will be no Union activity, solicitation for membership, or collection of Union dues on Employer premises or during working hours except with the written permission of the Employer or as specifically provided for in this Agreement.

4.03 Ontario Human Rights Code

It is agreed that there will be no discrimination by either party or by any of the employees covered by this Agreement because of race, ancestry place of origin, colour, ethnic origin, citizenship creed, sex, sexual orientation, age, record of offences, marital status, same sex partnership status, family status, or disability where to do so would be contrary to the Ontario Human Rights Code.

ARTICLE 5 - NO STRIKE NO LOCKOUT

5.01 The Union agrees that there shall be no strike and the Employer agrees that there shall be no lockouts so long as this Agreement continues to operate. The terms "strike" and "lockout" shall bear the meaning given to them in the Ontario Labour Relations Act.

ARTICLE 6 - UNION SECURITY

6.01 Monthly Dues Deduction

The Employer will deduct from each employee covered by this Agreement an amount equal to the regular monthly Union dues and assessments designated by the Union. Assessments may include remittances to the Healthcare Office and Professional Employees Local 2220 of the UBCJA.

6.02 Employer to Remit

Such dues shall be deducted from each pay period and, in the case of newly employed persons, such deductions shall commence on their first full pay following their first

day of work. The Employer shall remit to the Union by the fifteenth (15th) day of the month following the month in which the Union dues are accumulated.

6.03 Indemnify and Save Harmless

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

6.04 List of Employees From Whom Deductions Made

The amounts deducted under this Article shall be remitted by the fifteenth (15th) of each month to the Union's Provincial Office. In remitting such dues, the Employer shall provide a list of employees from whom deductions were made, including their social insurance numbers, department and any new hires or terminated employees.

6.05 Deductions Authorized by Union

The amount of regular monthly dues and assessments shall be those authorized by the Union and the Union shall notify the Employer of any changes therein and such notification shall be the Employer's conclusive authority to make the deduction specified.

6.06 Orientation

The Employer agrees that an officer of the Union or a representative of the Union shall be allowed a reasonable period not to exceed fifteen (15) minutes during regular working hours to interview newly employed employees during their probationary period. These interviews shall be scheduled in advance by the Employer and may be arranged collectively or individually. During such interviews, membership forms may be provided to the employee. These interviews shall be scheduled in advance by the Employer and may be arranged collectively or individually. Where possible these interviews shall be during onboarding and/or orientation.

6.07 List of Employees — Twice Yearly.

The Employer shall provide the Union with a copy of a full employee list including department, address and telephone numbers twice a year upon request.

6.08 Collective Agreement

A copy of this Collective Agreement shall be issued by the Union to each employee in the employ of the Employer and to each employee employed during the term of this

Agreement and thereafter. The Employer and Union agree to share the reasonable cost of copying and or printing the agreement equally.

6.09 Contracting Out

Contracting out to an Employer who is organized with Healthcare Office and professional employees of the UBJCA and who will employ the employees of the bargaining unit who would be otherwise be laid off with similar terms and conditions of employment is not a breach of this Agreement.

6.10 Private Care Providers

This Article shall not prevent residents or designate 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 designate and the provider and shall not be viewed as a violation of the Collective Agreement.

6.11 Volunteers

It is understood that the nature of the organization lends itself to the use of volunteers and that it is not the intent of the Employer to utilize volunteers to replace paid bargaining unit workers to perform the work normally performed by the bargaining unit.

6.12 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. The Employer will not use hiring agencies before the job is offered to full-time and pan-time and casual staff.

ARTICLE 7 - UNION REPRESENTATION

7.01 Union Representatives and Grievance Committee

- (a) The Employer agrees to recognize seven (7) employee representatives provided that no more than five (5) employees shall be from the day shift, to be elected or appointed from employees in the bargaining unit for the purpose of dealing with Union business as provided in this Collective Agreement. It is agreed, that where possible, these representatives will not be from the same shift or from the same department. It is understood that the additional representation is to enable participation from the support services and the evening and night shift.

- (b) It is agreed that employee representatives and members of the Grievance Committee have their regular duties and responsibilities to perform for the Employer and shall not leave their regular duties without first obtaining permission from their immediate supervisor. Such permission shall not be unreasonably withheld.
- (c) If, in the performance of their duties, an employee representative or member of the Grievance Committee is required to enter a unit in which she is not ordinarily employed she shall, immediately upon entering such unit, report her presence to the supervisor or person in charge, as the case may be. When resuming their regular duties and responsibilities, such representatives shall again report to their immediate supervisor.
- (d) The Employer agrees to pay for all time spent during their regular hours by such representatives hereunder. The Employer has the right to limit time spent by employees during working hours on Union business if in the opinion of the Employer such time is deemed excessive.
- (e) The Union shall provide the Employer with a written list of the names of stewards at least annually in January of each year and at such times that there are changes.

7.02 Labour – Management Committee

Where there are matters of mutual concern and interest that would be beneficial if discussed at a Labour-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 shall meet at a time and place mutually satisfactory.
- (b) The Committee shall meet every three (3) months unless otherwise agreed. The duties of chairperson and secretary shall alternate between the parties. Where possible, agenda items will be exchanged in writing at least seven (7) calendar days prior the meeting. A record shall be maintained of matters referred to the committee and the recommended disposition, if any, unless agreed to the contrary. Copies of the record shall be provided to Committee members and minutes shall be posted on the staff bulletin board. The minutes will be signed by both parties prior to the posting them.
- (c) The purpose of the Committee includes:

- (i) promoting and providing effective and meaningful communication of information and ideas;
 - (ii) making joint recommendations on matters of concern including the quality of care;
 - (iii) discussing and reviewing matters which are of mutual benefit to the parties but shall not include items or issues that are properly dealt with under the grievance procedure or through negotiations.
- (d) The Employer agrees to pay (up to a maximum of four (4) bargaining unit members) for the time spent for representatives of the Union attending at such meetings. This payment for time spent shall not result in premium pay.

The Union business agent and representative(s) of the Employer shall act as "ex officio" members of the committee and may attend any meeting upon invitation of either party.

7.03 Negotiating Committee

- (a) The Employer agrees to recognize a Negotiating Committee comprised of six (6) representatives of the Union for the purpose of meeting with the Employer to negotiate renewal agreements.
- (b) The Employer agrees to pay five (5) members of the Negotiating Committee for time spent in negotiations with the Employer for a renewal agreement up to, but not including, arbitration. No such payment shall result in premium pay.
- (c) The Employer shall grant unpaid time off to allow the negotiating committee members to attend interest arbitration hearing(s). For any unpaid leave of absence under this provision, the employee's salary and applicable benefits shall be maintained by the Employer and the Union agrees to reimburse the Employer in the amount of the full cost of such salary and benefits. Granting time off for this purpose is subject to the operations of the department from which the employee(s) is employed.

7.04 Infectious Diseases

- (a) The Employer will use its best efforts to make all affected direct care employees aware of residents who have serious infectious diseases. The nature of the disease need not be disclosed. Employees who are not direct care employees will be made aware of special procedures required of them to deal with these circumstances. The parties agree that all employees are aware of the requirement to practice routine practises in all circumstances.

- (b) Where the Employer identifies high-risk areas where employees are exposed to infectious or communicable diseases for which there are available protective medications or procedures, they shall meet to discuss the treatments, medications that is available and the extent of coverage available for such treatments and or medications the Employer will / will not provide.
- (c) It is understood that each employee is responsible for following prescribed policies and procedures and recommendations of the Employer related to the above. Failure to do so may result in the employee being responsible for the total costs of treatments medication etc.
- (d) Once an outbreak has been declared by Public Health, the Employer will meet with the union stewards to discuss the direction provided by public health and its impact on staffing.

7.05 Health and Safety Committee

- (a) The Employer and the Union agree that they mutually desire to maintain standards of safety and health in the Home in order to prevent accidents, injury and illness.
- (b) Recognizing its responsibilities under the applicable legislation, the Employer agrees to accept equal representatives, but no more than four (4) as a member of its Health and Safety Committee. Representatives to be selected or appointed by the Union from amongst bargaining unit employee's as per the Occupational Health and Safety Act.
- (c) Such Committee shall identify potential dangers and hazards, institute means of improving health and safety programs and recommend actions to be taken to improve conditions related to safety and health.
- (d) The Employer agrees to cooperate reasonably in providing necessary information to enable the committee to fulfill its functions. In addition, the Employer will provide the committee with reasonable access to all accident reports, health and safety records and any other pertinent information in its possession.
- (e) The Committee shall meet at least quarterly or more frequently at the call of the Chair, if required. The Committee shall make monthly inspections of the workplace. The Committee shall maintain minutes of all meetings and make the same available for review.

- (f) Any representative appointed or selected in accordance with (b) hereof, shall serve for a term of at least two (2) calendar years from the date of appointment. Time off for such representative(s) to attend meetings of the Health and Safety Committee in accordance with the foregoing, shall be granted and any representative(s) attending such meetings during their regularly scheduled hours of work, shall not lose regular earnings as a result of such attendance.
- (g) The Union agrees to endeavour to obtain the full cooperation of its membership in the observation of all safety rules and practices.
- (h) All time spent by a member of the Health and Safety Committee attending meetings of the Committee and carrying out her duties, shall be deemed to be work time for which she shall be paid by the Employer at her regular rate, and she shall be entitled to such time from work as is necessary to attend scheduled meetings.
- (i) The parties agree that Bill 168 (an Act to provide a harassment free workplace) will be followed and the person/s making the complaint will be provided with the outcome and resolution.
- (j) The Employer and the Union jointly recognize their responsibility to provide a workplace free from harassment, injury and violence.

7.06 Union Meetings on Employer Premises

The Union may hold meetings on Employer premises providing permission has been first obtained from the Employer. Granting or not granting permission shall not be the subject of a grievance.

7.07 Union to Provide Names of Representatives

The Union shall keep the Employer notified in writing of the names of the employee representatives and/or Committee members and Officers of the Local Union appointed or selected under this Article as well as the effective date of their respective appointments

7.08 Union Access

Authorized representative(s) of the Union will be permitted to enter the premises of the Company at reasonable times for the purposes of adjusting grievances, negotiating the settlement of disputes and for carrying into effect the purposes of this Agreement, including monthly information meetings and to conduct votes, subject to the prior approval of the Executive Director. The representative(s) of the Union shall, on arrival

at the premises advise the Executive Director or her designate of the visit. Without permission of the Employer, Union representatives will not conduct any business on premises and will not interfere with an employee in the discharge of her duties.

7.09 Committee Members — No Loss of Earnings

Employees who are members of committees will suffer no loss of earnings for time spent during regular working hours for attending committee meetings. Such time shall not be counted for the purpose of calculating overtime.

7.10 Meeting Outside Regular Hours

Where an employee is required to attend a committee meeting outside of regularly scheduled hours, she will be paid for all hours spent in attendance at meetings at her regular straight time hourly rate. Such time shall not be counted for the purposes of calculating overtime.

7.11 Right to Union Representative

- (a) The employee has the right to a Union representative when they are meeting with the Employer for disciplinary meetings or return to work meetings. It is understood and agreed that unless there is a conflict of interest, the steward who is available and/or on duty shall be utilized to attend the meeting and represent the employee.
- (b) It is agreed that all matters discussed must be kept confidential.

ARTICLE 8 - GRIEVANCE PROCEDURE AND ARBITRATION

8.01 Grievance Defined

For purposes of this Agreement, a grievance is defined as a difference arising between the parties relating to the interpretation, application, administration or alleged violation of the Agreement including any question as to whether a matter is arbitral.

8.02 Discipline

- (a) At the time formal discipline is imposed or at any stage of the grievance procedure, including the complaint stage, an employee is entitled to be represented by her Union representative.

- (b) In the case of suspension or discharge, the Employer shall advise the employee of this right to have representation of a Union steward. In the event that an employee does not wish representation of a steward or wishes representation from another bargaining member, the employee shall be required to sign off their request.

8.03 Supervisor to be Given Opportunity

It is the mutual desire of the parties hereto that complaints of employees shall be dealt with as quickly as possible, and it is understood that an employee has no grievance until she has first given her immediate supervisor, or designate the opportunity of dealing with her complaint. Such complaint shall be discussed with her immediate supervisor, or designate within seven (7) calendar days after the circumstances giving rise to it have occurred or ought reasonably to have come to the attention of the employees. Failing settlement within seven (7) calendar days following advice of her immediate supervisor's or designates decision, the complaint will be dealt with in the following manner and sequence:

Step No. 1

The employee may submit a written grievance signed by the employee, to her immediate supervisor or designate. The grievance shall be in writing and shall identify the nature of the grievance and the remedy sought and should identify the provisions of the Agreement which are alleged to be violated. The immediate supervisor will deliver her decision in writing within seven (7) calendar days following the day on which the grievance was presented to her. Failing settlement, then:

Step No. 2

Within seven (7) calendar days following the decision in Step No. 1, the grievance may be submitted in writing to the Executive Director or her designate. A meeting will then be held between management and the Grievance Committee within seven (7) calendar days of submission of the grievance at Step No. 2 unless extended by agreement of the parties. It is understood and agreed that a representative of the Healthcare Office and Professional Employees Local 2220 (H.O.P.E.) and the grievor may be present at the meeting. The decision of the Employer shall be delivered in writing within seven (7) calendar days following the date of such meeting. Where the Executive Director is the same in Steps No. 1 and No 2, the grievances will advance to the next step.

8.04 Employer Grievance

A complaint or grievance arising directly between the Employer and the Union concerning the interpretation, application or alleged violation of the Agreement shall be originated at Step No. 2 within ten (10) calendar days following the circumstances

giving rise to the complaint or grievance. A grievance by the Employer shall be filed with the Local Business Manager or her designate.

8.05 Group Grievance

Where a number of employees have identical grievances, and each employee would be entitled to grieve separately they may present a group grievance in writing signed by each employee who is grieving to management within ten (10) calendar days after the circumstances giving rise to the grievance have occurred or ought reasonably to have come to the attention of the employee(s). The grievance shall then be treated as being initiated at Step No. 2 and the applicable provisions of this Article shall then apply with respect to the processing of such grievance.

8.06 Discharge Grievance

- (a) A claim by an employee who has completed her probationary period that she has been unjustly discharged or disciplined shall be treated as a grievance if a written statement of such grievance is lodged by the employee with the Employer at Step No. 2 within seven (7) calendar days after the date the discharge or suspension is effected. Such special grievance may be settled under the Grievance or Arbitration Procedure by:

- (i) confirming the Employer's action in dismissing the employee; or
- (ii) reinstating the employee without loss of seniority and with full compensation for the lost time; or
- (iii) by any other arrangement which may be deemed just and equitable.

The Employer agrees to provide written reasons within seven (7) calendar days to the affected employee in the case of discharge.

- (b) The parties acknowledge that the probationary period affords the Employer an opportunity to assess an employee and it is therefore agreed that the dismissal of a probationary employee is not subject to just cause but rather shall a lesser standard and the Employer shall provide reasonable grounds.

8.07 Failing Settlement

Failing settlement under the foregoing procedure of any grievance between the parties arising from the interpretation, application, administration or alleged violation of this Agreement, including any question as to whether a matter is arbitral, such grievance may be submitted to arbitration as hereinafter provided. If no written request for arbitration is received within eighteen (18) calendar days after the decision under Step

No. 2 is given, the grievance shall be deemed to have been abandoned. Where such a written request is postmarked within sixteen (16) calendar days after the decision under Step No. 2, it will be deemed to have been received within the time limits.

8.08 Agreements Final and Binding

All agreements reached under the grievance procedure between the representatives of the Employer and the representatives of the Union will be final and binding upon the Employer and the Union and the employees.

8.09 Arbitration

When either party requests that any matter be submitted to arbitration as provided in the foregoing Article, it shall make such request in writing addressed to the other party to this Agreement, and at the same time name a nominee. Within seven (7) calendar days thereafter the other party shall name a nominee, provided, however, that if such party fails to name a nominee as herein required, the Minister of Labour for the Province of Ontario shall have power to affect such appointment upon application thereto by the party invoking the arbitration procedure. The two (2) nominees shall attempt to select by agreement a chair of the Arbitration Board. If they are unable to agree upon such a chair within a period of fourteen (14) calendar days, they shall then request the Minister of Labour for the Province of Ontario to appoint a chair.

- 8.10 No person may be appointed as an arbitrator who has been involved in an attempt to negotiate or settle the grievance.

8.11 Grievance Procedure Must Be Completed

No matter may be submitted to arbitration which has not been properly carried through all requisite steps of the Grievance Procedure.

8.12 Authority of Arbitration Board - Limitation

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

8.13 Expedited

The proceedings of the Arbitration Board will be expedited by the parties hereto and the decision of the majority and where there is no majority the decision of the chair will be final and binding upon the parties hereto and the employee or employees concerned.

8.14 Fees and Expenses

Each of the parties hereto will bear the expense of the nominee appointed by and the parties will share equally the fees and expenses, if any, of the chair of the Arbitration Board.

8.15 Single Arbitrator

Wherever Arbitration Board is referred to in the Agreement, the parties may mutually agree in writing to substitute a single Arbitrator for the Arbitration Board at the time of reference to arbitration and the other provisions referring to the Arbitration Board shall appropriately apply.

8.16 Section 50 Mediation

The parties by mutual consent, shall utilize the services of a Mediator/Arbitrator under Section 50 of the Ontario Labour Relations Act, unless specifically agreed otherwise. All other provisions above shall apply including the cost sharing arrangements.

ARTICLE 9 - MANAGEMENT RIGHTS

9.01 Exclusive Right and Function

- (a) The Union acknowledges that 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:
 - (i) to determine and establish standards and procedures for the care, welfare, safety and comfort of the residents of the home;
 - (ii) to maintain order, discipline, efficiency and in connection therewith to establish and enforce reasonable rules, regulations, policies and practices from time to time to be observed by its employees. The Employer reserves the right to amend or introduce new rule(s) from time to time, and such rules will be made available to employees in advance of the date such new rule(s) are to be put into effect, so that employees may request discussion or seek clarification;
 - (iii) to select, hire, transfer, lay off, recall, promote, demote, classify, assign duties, discharge, suspend or otherwise discipline employees for just cause, provided that a claim that an employee who has completed probation has been discharged or disciplined without just cause may be the subject of a grievance.

- (iv) to determine the nature and kind of business conducted by the Employer, the kinds and locations of its operations, the services to be rendered, the kinds of machines to be used, the methods of operating and control of materials or goods to be used;
 - (v) to have the right to plan, direct and control the work of the employees and the operations of the Employer. This includes the right to introduce new and improved methods and facilities, equipment, and to direct and control the amount of supervision necessary, combining or splitting up of departments, or classifications, or work locations, work schedules, and the increase or reduction of personnel in any particular area, or on the whole, and the number of employees required for the Employer's purposes and to reduce or increase normal hours of work per day or per week and to establish starting and quitting times;
 - (vi) to determine the services to be supplied, the standard of service, the number of shifts, job content and requirements; to determine qualifications of employees, and the standard of performance.
- (b) The exercise of its managerial rights, decisions or actions required for the sound operation of the enterprise will be made in good faith, not in an arbitrary, capricious or discriminatory manner.
- (c) It is agreed and understood that these rights shall be exercised in a fair manner consistent with the terms of this Agreement. A claim that the Employer has not so exercised these rights shall be the proper subject of a grievance.

ARTICLE 10 - ACCESS TO FILES

10.01 Performance Appraisal

A copy of completed performance appraisal which is to be placed in an employee's file shall be reviewed with the employee. The employee shall initial such performance appraisal as having been read and understood and shall have the opportunity to add her views to such performance appraisal prior to it being placed in her file. It is understood that such performance appraisals do not constitute disciplinary action by the Employer against the employee.

10.02 Access to Files

Each employee shall have reasonable access to all her files for the purpose of reviewing their contents in the presence of her supervisor and employee representative,

if requested. A copy of the performance appraisal will be provided to the employee at her request. Requests to review file must be submitted in writing and shall be on the employee's own time. Requests will normally be granted within three (3) business days of the submission of the request.

10.03 Discipline Remains on File

- (a) The employee will be notified of any third party's interaction/intervention to be placed in their record.
- (b) Any letter of reprimand, suspension or other sanction will be removed from the record of an employee fifteen (15) months following the receipt of such letter, suspension or other sanction provided that the employee's record has been discipline free. Any third party's interactions/interventions, shall remain on the employees file, for a period of twenty-four (24) months, provided there are no other incidents.

Leaves of absence in excess of thirty (30) continuous calendar days will not count towards the fifteen (15) or twenty-four (24) month period noted above.

ARTICLE 11 - SENIORITY

11.01 Seniority Defined

Seniority shall be defined as length of continuous service with the Employer in the bargaining unit since date of last hire and shall be calculated as follows:

- full-time 1 year = 1950 hours paid
- part-time 1 year = 1800 hours paid

11.02 Application of Seniority

Seniority for the purpose of job postings, transfers and rates of pay shall be within the Department and classification the employee is employed in and shall be based on current seniority as of the payroll immediately preceding the posting.

11.03 Probationary Period

- (a) Newly hired employees shall be considered to be on probation for a period of four hundred and fifty (450) hours. It is understood that the probationary period is exclusive of leaves of absence. The Employer shall endeavour to meet with the employee during their probation to provide performance feedback.

- (b) No Employee shall serve more than one (1) probationary period while employed in a bargaining unit job.

11.04 Completion of Probationary Period

Upon completion of probationary period the employee's name shall be added to the appropriate seniority list and shall reflect the number of hours paid from date of hire.

11.05 Probationary Period Extended

With the written consent of the Employer, the probationary employee and the Chief Steward of the Local Union or her designate, such probationary period may be extended. Where the Employer requests an extension of the probationary period, it will provide notice to the Union at least fourteen (14) calendar days prior to the expected date of expiration of the initial probationary period. It is understood and agreed that any extension to the probationary period will not exceed an additional three hundred (300) hours worked for full time employees and two hundred and twenty-five (225) hours worked for part-time and casual employees. Where requested, the Employer will advise the employee and the Union of the basis of such extension.

11.06 Seniority List

The seniority list will consist of the names of all employees who are covered by this Collective Agreement and who have completed their probationary period. A copy of the Seniority list shall be posted twice per year in January and July. A copy shall be given to the Local Union. The seniority list shall contain the name of the employee, their start date and the total number of hours worked in each classification (where employees work in more than one (1) classification) and the total home wide seniority.

Employees may challenge their seniority dates for a period of forty five (45) days after and if no challenges are received, the seniority list as posted shall be deemed to be correct. However, an employee who is absent when the list is so posted shall have forty five (45) days from the date of her return to work to challenge the seniority list and if she fails to do so, the seniority list as posted shall be deemed to be correct. The employer will notify the union steward of the posting of the seniority list. The employer will notify each employee by text /email of the posting of the seniority list and deadline for challenges.

11.07 Change of Status

In the event that an employee transfers from part-time/casual to full-time or vice versa their full seniority shall be retained and the calculation in 11.01 above, shall apply.

11.08 Seniority Does Not Accumulate

If an employee's absence without pay from the Employer including absences under Article 12, Leaves of Absences, exceeds sixty (60) continuous calendar days she will not accumulate seniority or service for any purposes under the Collective Agreement for the period of the absence in excess of sixty (60) continuous calendar days.

11.09 Retention and Accumulation of Seniority

Seniority shall be retained and accumulated when an employee is absent from work under the following circumstances:

- (a) On an approved leave of absence with pay;
- (b) On an approved leave of absence without pay for a period of sixty (60) days or less;
- (c) In receipt of paid sick leave;
- (d) In receipt of Workers' Compensation for any injury sustained while in the course of her employment for a period of thirty-six (36) months, if there is no likelihood of the employee returning to work in the near or foreseeable future;
- (e) On pregnancy and parental leave as per the Employment Standards Act.

11.10 Seniority Retained but Not Accumulated

Seniority shall be retained but not accumulated when an employee is absent from work under the following circumstances:

- (a) On an approved leave of absence without pay for a period of greater than sixty (60) continuous calendar days but no greater than one (1) year;
- (b) When on layoff of up to twelve (12) months.

11.11 Loss of Seniority and Deemed Terminated

An employee shall lose all service and seniority and shall be deemed to be terminated if she:

- a) resigns or retires;
- b) is discharged and the discharge is not reversed through the grievance or arbitration procedure;

- c) when on layoff of beyond twelve (12) calendar months;
- d) refuses to continue to work or return to work during an emergency which seriously affects the Employer's ability to provide adequate resident care, unless a satisfactory reason is given to the Employer;
- e) is absent from scheduled work for a period of two (2) consecutive days or two (2) separate days within a three (3) month period, without notifying the Employer of such absence and providing a satisfactory reason acceptable to the Employer;
- f) fails to return to work (subject to the provisions of 11.09) upon termination of an authorized leave of absence without satisfactory reason or utilizes a leave of absence for purposes other than that for which the leave was granted;
- g) fails upon being notified of a recall to signify her intention to return within five (5) calendar days after she has received the notice of recall mailed by registered mail to the last known address according to the records of the Employer and fails to report to work within (7) calendar days after she has received the notice of recall or such further period of time as may be agreed upon by the parties.
- h) A casual employee fails to accept at least three (3) shifts in any thirty (30) day period, if called, unless on an approved leave of absence.
- (i) is absent from work more than thirty-six (36) months by reason of illness or other physical disabilities and there is no reasonable likelihood the employee will return to work within the near future; or
- (j) is absent from work for more than thirty-six (36) months by reason of absence while on WSIB and there is no reasonable likelihood the employee will return to work within the near future.

11.12 Job Vacancies

- (a) Where a permanent or temporary vacancy (unless subject to Article 11.12 (i) below) occurs in a classification within the bargaining unit or a new position within the bargaining unit is established by the Employer (unless notified by the Employer of its intent not to fill or postpone the filling of such vacancy in writing), such vacancy shall be posted within ten (10) calendar days, for a period of seven (7) consecutive calendar days. Employees in this bargaining unit may make written application for such vacancy within the time frame referred to herein.

- (b) The posting shall stipulate the qualifications, department, classification, shift, rotation and start date and where possible the end date if it is a temporary position. A temporary position may be extended if required.
- (c) Subsequent vacancies created by the filling of a posted vacancy are to be posted for seven (7) consecutive calendar days. Job vacancies shall be posted on the designated bulletin board.
- (d) At the request of the employee, the Employer will discuss with unsuccessful applicant's ways in which they can improve their qualifications for future postings.
- (e) Employees shall be selected for job postings on the basis of their skill, ability, experience and qualifications. Where these factors are relatively equal amongst the employees considered, seniority shall govern providing the successful applicant, if any, is qualified to perform the available work within an appropriate familiarization period.
- (f) Where seniority governs, the most senior applicant within the department shall be selected. In the event that no candidates from the department apply, seniority from within the classification shall apply, provided the employee has the qualifications.
- (g) Normally, the successful applicant will be notified of their awarded position and confirmation of start date within fourteen (14) days of the posting being awarded.
- (h) Trial Period

The successful applicant of a permanent position shall be placed on trial in the new position for a period of three (3) weeks. Such trial promotion or transfer shall become permanent after the trial period unless:

- (i) the employee feels that she is not suitable for the position, and wishes to return to her former position: or
- (ii) the Employer feels that the employee is not suitable for the position and requires that she return to her former position.

In the event of either (i) or (ii) above the employee will return to her former position and salary without loss of seniority. Any other employee promoted or

transferred as a result of the rearrangement of positions shall also be returned to her former position and salary without loss of seniority.

There are no trial periods for temporary positions.

- (i) Vacancies expected to exceed forty-five (45) calendar days will be posted and filled in accordance with the above.
- (ii) Vacancies which are not expected to exceed forty-five (45) calendar days and vacancies caused due to illness, accident, or leaves of absence may be filled at the discretion of the Employer, in accordance with Article 13. In filling such vacancies preference shall be given to regular part-time employees in the bargaining unit on the basis of seniority as per the above. It is understood, however, that where such vacancies occur on short notice, failure to offer part-time employees such work shall not result in any claim for pay for time not worked while proper arrangements are made to fill the vacancy.
 - (iii) Where an employee is able to return from their leave early, they shall provide the Employer with a minimum of seven (7) consecutive calendar days' notice, unless impossible. Any employee displaced as a result of this early return shall not be a violation of the Collective Agreement. The employee in the temporary position will return to his/her original job.
- (j) Where part-time employees fill temporary full-time vacancies, such employees shall be considered regular part-time and shall be covered by the terms of this Agreement. Upon completion of the temporary vacancy, such employee shall be reinstated to her former position, unless the position has been discontinued, in which case she shall be given a comparable job.
- (k) The Employer shall have the right to fill any permanent vacancy on a temporary basis until the posting procedure has been complied with and arrangements have been made to permit the employee selected to fill the vacancy to be assigned to the job.
- (l) Where a vacancy under this provision has remained unfilled for a period of three (3) months from the date of the initial posting, and the Employer still requires the position to be filled, it will be reposted as per the job posting language above.
- (m) An employee selected as a result of a posted vacancy need not be considered for a further vacancy for a period of three (3) months from the date of her

selection, unless that position is an improvement of seven and a half (7.5) hours or more biweekly, or they are moving from a temporary position into a permanent position.

- (n) The Employer shall endeavour to notify the Union of job postings and successful applications via notice left in the Union mail box.
- (o) Employees going on leave or vacation are able to access open positions via the scheduling system to be considered for a position posted during such leave. It is the Employees responsibility to review the system for open positions, and failure to provide notice to the employer during the job posting period shall not delay the job posting process.
- p) In the event the employee is travelling or on leave where there is not access to the internet, an employee may leave a letter with their contact information prior to their leave expressing their wish to be considered for the positions during the job posting process. The employer will use best efforts to contact the employee but shall not delay the job posting process.

11.13 Layoff

- a) In the event of a proposed layoff at the Home the Employer will provide the employee affected and the Local Union with notice in accordance with Employment Standards Act. If requested the Employer will meet with the local Union to review the reasons for the layoff.
- b) No reduction in the hours of work shall take place to prevent or reduce the impact of the layoff without discussion with the Union. The Employer shall meet with the Union to discuss reductions in hours or layoffs or alternatives as far in advance as possible but no less than thirty (30) days prior to the expected date of implementation.
- c)
 - (i) A layoff of employees shall be made on the basis of reverse order of seniority provided that the employees who are entitled to remain on the basis of seniority are qualified to perform the available work.
 - (ii) An employee who is laid off, shall have the right to bump the least senior person on the employees shift or an alternate shift, within the employee's classification who has equal to or less hours than the employee.
 - (iii) Bumping outside the laid off employee's classification shall be allowed, with the understanding that an employee subject to layoff who chooses to bump, must bump the employee with the least seniority who has

equal to or less scheduled hours than the bumping employee, provided the employee bumping has the requirements of the job and can perform the work without training other than a brief familiarization or orientation period of one (1) day (longer if the Employer deems it necessary).

- d) All employees who are affected by the layoff shall receive notice. Where one (1) or more employees are affected by a notice of layoff, the most senior employee shall exercise their rights first.
- e) (i) Employees shall be recalled in the order of seniority, unless otherwise agreed between the Employer and Local Union, provided that the employee is qualified to perform the available work.

(ii) The job posting procedure as set out in the Collective Agreement will apply.
- (f) Where a vacancy occurs in a position following a layoff, hereunder as a result of which an employee had been transferred to another position, the affected employee will be offered the opportunity to return to her former position, provided such vacancy occurs within six (6) months of the date of layoff. Where the employee returns to her former position, there shall be no obligation to consider the vacancy under Article 11.12 hereof.
- (g) In the event of a proposed layoff by the Employer of a permanent or long-term nature (in excess of thirteen (13) weeks), the Employer will:
 - (i) provide the Local Union with no less than thirty (30) calendar days notice of such layoff; and
 - (ii) meet with the Local Union to review the following:
 - (1) the reason causing the layoff;
 - (2) the service which the Employer will undertake after the layoff;
 - (3) the method of implementation including the areas of reduction, explore alternatives and options available to the employees to be laid-off.
- (h) Any agreement between the Employer and the Local Union resulting from the review above concerning the method of implementation will take precedence over the terms of this Article. Notice of layoffs shall be in accordance with the provisions of the Employment Standards Act.

- (i) No new employees will be hired when there is an employee on layoff who is qualified to perform the available work as outlined in 11.13 (a) and (b) above.
- (j) A laid off employee may continue enrolment in the insured benefits, provided the employee deposits with the Employer her share of insured benefits premium for the two (2) months following the month in which the employee was laid off.
- (k) Severance pay will be in accordance with the provisions of the Employment Standards Act.
- (l) Where the employee refuses the opportunity to return to her former position, she shall advise the Employer in writing.
- (m) All part-time and full-time employees represented by the Union who are on layoff will be given a job opportunity in the full-time and part-time categories before any new employee is hired into either category.

11.14 Transfers

- (a) An employee who transfers to a position outside of the bargaining unit shall, subject to Article 11.14 (b) below retain, but not accumulate, her seniority held at the time of the transfer. In the event the employee is returned to a position in the bargaining unit she shall be credited with the seniority held at the time of transfer and resume accumulation from the date of her return to the bargaining unit.
- (b) In the event that an employee is transferred out of the bargaining unit for the specific term or task which does not exceed a period of six (6) months or an academic year and is returned to a position in the bargaining unit, she shall not suffer any loss of seniority, service or benefits.
- (c) It is understood and agreed that an employee may decline such offer to transfer and that the period of time referred to in (b) above may be extended by agreement of the parties.

ARTICLE 12 - LEAVES OF ABSENCE

12.01 Personal Leave of Absence

- (a) Written requests for a personal leave of absence without pay will be considered on an individual basis by management. Such requests are to be given as far in advance as possible, but no less than fourteen (14) days written request and a written reply will be given within fourteen (14) days, except in cases of emergency in which case a reply will be given as soon as possible. Granting of

such leave shall be subject to the operations of the Employer. Such leave shall not be unreasonably withheld.

- (b)
 - (i) The Employer shall pay the cost of benefits for employees on a leave of absence, regardless of the reason, for the month in which the leave commences and the month following, provided that the employee continues any cost sharing arrangements. The employee may continue on the benefit plans provided the employee deposits with the Employer the full cost of the benefit premium on the 1st day of each month in excess of the above.
 - (ii) Notwithstanding this provision, seniority and service will accrue and the Employer will continue to pay the premiums for benefit plans for employees for a period up to seventeen (17) weeks while an employee is on pregnancy leave under Article 12.05 and for a period of up to thirty-five (35) weeks while an employee is on parental leave under Article 12.06.
- (c) Notwithstanding this provision, seniority shall accrue for a period of thirty-six (36) months if an employee's absence is due to disability resulting in W.S.I.B. benefits.

12.02 Leave for Union Business

- (a) The Employer agrees to grant leave of absence, without pay to employees selected by the Union to attend Union business including conferences, conventions and Provincial meetings. The Union agrees to provide, where possible fourteen (14) days written notice. Where such leave has been granted the Employer shall maintain the employee's seniority, salary and benefits. The Local Union agrees to reimburse the Employer in the amount of the daily rate of the employee plus any amount for any applicable subsidized benefits. The Employer will bill the Union within a reasonable period of time and the Union agrees to reimburse the Employer in a timely manner.
- (b) Upon application by the Union in writing, the Employer shall grant a leave of absence, without pay, to an employee elected or appointed to a full-time Union office. It is understood that no more than one (1) employee in the bargaining unit may be on such leave at the same time. Such leave shall not exceed a period of one (1) calendar year from the date of appointment unless extended for a further specific period by agreement of the parties.
- (c) The employee shall notify the Employer of his or her intention to return to work at least four (4) weeks prior to the date of such return. The employee shall be returned to his or her former duties on the same shift in the same department and at the

appropriate rate of pay, subject to any changes which would have occurred had the employee not been on leave.

12.03 Bereavement Leave

- (a) An employee who notifies the Employer as soon as possible following a death of a spouse, child, stepchild, grandchild, step-grandchild shall be granted up to five (5) consecutive calendar days off without loss of her regular pay for her scheduled hours.
- (b) (i) An employee who notifies the Employer as soon as possible following a death of an immediate family member shall be granted up to three (3) consecutive calendar days without loss of her regular pay for her scheduled hours.

(ii) "Immediate family" means parent, brother, sister son-in-law, daughter in-law, mother-in-law, father-in-law, brother-in-law, sister-in-law, grandparent and spouse's grandparent and grandchild.
"Spouse" shall mean spouse as defined by the Family Law Reform Act.
- (c) If an employee attends the funeral of an aunt, or uncle, on a scheduled working day he/she will be granted one (1) day's paid leave.
- (d) The death of any persons above that necessitates travel and additional unpaid leave is required, a leave of absence without pay may be granted by the Employer.
- (e) Other types of compassionate leave may be authorized at the discretion of the Employer.
- (f) In the event of a delayed interment, an employee may save one of the days off from above in order to attend the service.
- (g) In no case may an employee draw bereavement pay when in receipt of any other payment.
- (h) There shall be no pyramiding of benefit or pay.

12.04 Jury and Witness Duty

If an employee is required to serve as a juror in any court of law, or is required to attend as a witness in a court proceeding in which the Crown is a party, or is required by subpoena to attend a court of law or coroner's inquest in connection with a case arising from the employee's duties at the Home, the employee shall not lose regular pay because of such attendance and shall not be required to work on the day of such duty provided that the employee:

- (a) notifies the Employer immediately on the employee's notification that she will be required to attend court;
- (b) presents proof of service requiring the employee's attendance;
- (c) deposits with the Employer the full amount of compensation received excluding mileage, traveling and meal allowances and an official receipt where available.

12.05 Pregnancy Leave

- (a) Pregnancy leave will be granted in accordance with the provisions of the Employment Standards Act, except where amended in this provision.
- (b) An employee is entitled to a least seventeen (17) weeks of unpaid leave of absence for pregnancy, providing she has been employed with the Employer for at least thirteen (13) weeks preceding the estimated date of delivery.
- (c) The leave may be commenced up to seventeen (17) weeks before the expected date of delivery.
- (d) The employee is required to give the Employer at least two (2) weeks of written notice of the date that the leave is to begin, together with a medical certificate estimating the date of delivery.
- (e) If the employee does not specify the duration of the leave, it will be assumed she wishes to take the maximum leave.
- (f) Seniority for all purposes continues to accrue during pregnancy leave.
 - (i) The Employer will continue to pay the premiums for benefit plans for employees for a period up to (17) weeks while an employee is on pregnancy leave (under Article 12.05) and for a period of up to sixty-one (61) weeks while an employee is on parental leave under Article 12.06.
 - (ii) An employee shall continue to participate in the health and welfare plan, unless she elects in writing not to do so, or fails to make the contributions identified in 12.01. Where an employee opts out of the benefits, the employee shall be subject to carrier provision on re-enrolment.
- (g) The employee shall reconfirm her intention to return to work on the date originally approved in subsection (b) above by written notification

received by the Employer at least four (4) weeks in advance thereof. The employee shall be reinstated to her former position unless the position has been discontinued in which case she shall be given a comparable job.

12.06 Parental Leave

Parental Leave shall be granted in accordance with Employment Standards Act.

- (a) An employee who has been employed by the Employer for at least thirteen (13) weeks and who is a parent of a child is entitled to a leave of absence without pay following the birth of a child or the child coming into the employee's custody, care and control for the first time.
- (b) An employee may begin parental leave no later than fifty-two (52) weeks after the day the child is born or comes into the employee's custody, care and control for the first time.
- (c) An employee who has taken pregnancy leave must begin her parental leave when her pregnancy leaves ends unless the child has not come into her custody, care and control for the first time.
- (d) An employee wishing to take parental leave must give the Employer written notice at least two (2) weeks in advance of the day the leave is to begin.
- (e) Parental leave shall be granted for up to sixty-one (61) weeks duration if the employee has also taken a pregnancy leave under Article 12.05 and sixty-three (63) weeks in duration if they did not, in accordance with the Employment Standards Act.
- (f) In cases of adoption, the employee shall advise the Employer as far in advance as possible with respect to a prospective adoption and shall request the leave of absence, in writing, upon receipt of confirmation of the pending adoption. If, because of late receipt of confirmation of the pending adoption, the employee finds it impossible to request the leave of absence in writing, the request may be made verbally and subsequently verified in writing.
- (g) If both parents are employees of the same Employer, both are entitled to apply for and be granted the full term of parental leave.
- (h) The employee shall be reinstated to her former position, unless her former position has been discontinued, in which case she shall be given a comparable job.

ARTICLE 13 - HOURS OF WORK

13.01 Normal Hours of Work

The normal hours of work shall be seven and a half (7.5) hours per day, exclusive of one-half (1/2) hour meal break, seventy-five (75) hours bi-weekly. The Employer will use its best efforts to ensure that such one-half (1/2) hour period is uninterrupted. It is recognized that emergency situations do arise, and at such times the employees may be requested to interrupt their lunch period. The employee will resume their lunch period following the emergency situation or be given the equivalent to the lost time later in the shift.

13.02 Shift Schedules

Except where mutually agreed otherwise between the Employer and an employee, shift schedules shall be arranged so that an employee:

- (a) is not scheduled to work more than six (6) consecutive seven and a half (7.5) hour shifts.
- (b) has at least two (2) weekends out of four (4) off, unless hired for weekend work.

13.03 Shift Exchange

For their own personal convenience, employees wishing to change shifts with other appropriately qualified employees, shall first submit such request in writing one (1) week in advance, if possible of the proposed change, to their Supervisor, or her authorized designate for her written approval, such approval shall be provided within three (3) business days of receipt of the request, unless extenuating circumstances exist that are beyond the employee's control. The Employer shall not be responsible or liable for overtime claims and non-compliance with the above provisions that might arise or accrue as a result of the exchange of shifts. This provision is not for the purpose of self-scheduling.

13.04 Rest Periods

A paid rest period shall consist of fifteen (15) minutes which shall be provided as follows:

- | | |
|--|-----|
| • up to 3.75 hours | NIL |
| • Greater than 3.75 hours to 6.5 hours inclusive | 1 |
| • Greater than 6.5 hours | 2 |
| • 12 hour shifts | 3 |

13.05 Meal Period

An unpaid meal period of one-half (1/2) hour will be scheduled by the Employer for shifts of five (5) hours or greater.

13.06 Master Schedules

All regularly scheduled employees shall be on master schedules. The Employer shall endeavour to schedule part-time employees as equitably as possible.

13.07 Split Shifts

Employees will not be scheduled to work split shifts unless mutually agreed between the Employer and the employee concerned.

13.08 Vacation Replacement

In the instances of vacation replacement, where possible, the entire full-time schedule will be given to one (1) person. Part-time and casual employees will be offered the work before agency, provided they have given the Employer their availability.

13.09 Posting of Shift Schedules

Shift schedules covering at least a four (4) week period will be posted three (3) weeks in advance. Employee requests for specific days off must be submitted to the Department Head via the scheduling system one (1) week in advance of the posting of the schedule.

The Employer will make every effort to respond to such requests within a seven (7) day period. Any changes made to the schedule after posting shall be mutually agreed between the Employer and the employee.

13.10 Daylight Savings

Where employees are scheduled to work on either Daylight Savings time or Eastern time, employees shall be paid the actual number of hours worked at straight time.

13.11 Time Off

Where an employee makes prior arrangements for time off a shift of duty the employee shall not be scheduled to work another shift of duty that day.

13.12 Shift Give Away

Full-time employees shall be entitled to request to give away **Three (3) shifts and part time employees shall be entitled to request to give away one (1) shift** of their choice within a calendar year. Such requests must be submitted one (1) week, if

possible, in advance of the request and must be signed by the employee willing to accept the shift. The Supervisor will endeavour to reply within **three (3)** business day of receipt of the request.

The Employer shall not be responsible or liable for overtime claims and non-compliance with the above provisions that might arise or accrue as a result of the shift give away.

ARTICLE 14 - PREMIUM PAYMENT

Overtime

- (a) Overtime shall be considered voluntary provided that if sufficient qualified employees do not volunteer to enable the Employer to maintain the scheduled service, the Employer may require employees in reverse order of seniority to work overtime, in emergencies. The Union consents to the working of overtime in such circumstances.
- (b) All overtime must be authorized by the Charge staff (RN or Manager), Executive Director or designate.
- (c) The Employer shall endeavour to divide overtime equally, in accordance with seniority, amongst the employees who are willing and qualified to perform the work that is available. All overtime declined by an employee shall count as overtime worked for the purposes of equal overtime distribution.
- (d) Where the Employer determines that overtime is required, it shall be first offered to full-time, then part-time and casual by seniority.

14.02 Premium Payment

- (a) If an employee is authorized to work more than seven and one half (7.5) hours in a day or more than seventy-five (75) hours in a two (2) week period, she shall receive overtime premium of one and one half (1.5) times her regular straight time hourly rate.
- (b) Notwithstanding the foregoing, overtime will not be paid for additional hours worked / not worked, during a twenty-four (24) hour period either as a result of change in tour on the request of an employee or a change-over to daylight saving from standard time or vice versa or an exchange of tours by two employees or as a result of an employee attending committee meetings, education sessions or while on paid leave.

- (c) Notwithstanding the foregoing, no overtime premium shall be paid for a period less than fifteen (15) minutes of overtime work where the employee is engaged in reporting functions at the end of her normal daily shift.

14.03 No Pyramiding

Overtime premium will not be duplicated for the same hours worked nor there any pyramiding with respect to any other's premiums payable under the provisions of this Collective Agreement.

14.04 Reporting Pay

An employee who reports for work as scheduled and no work is available, shall receive a minimum of four (4) hours pay or her regularly scheduled hours, whichever is less, at her regular straight time hourly rate provided she performs any duties assigned by the Employer which she is capable of doing, if her regular duties are not available.

14.05 Schedule Changed

In the case where the employees schedule is changed or cancelled with less than forty-eight (48) hours notice, it the Employer's responsibility to notify the employee. Failure to give notice shall result in the provisions above 14.04 being applied.

Note: messages left on answering machines constitutes notice. It is understood in the case of a disaster this provision is waived.

14.06 Call Back and Call In

- (a) Where an employee is called back to work after having left the premises and before commencing her next regular shift, she will be given a guaranteed minimum of three (3) hours at time and one half the straight time hourly rate for such call back. If the call back is within three (3) hours of the commencement of her regular shift, she will be paid at the rate of time and one half for all hours worked prior to the regular commencement of the shift, after the start of her shift, she will be paid her regular rate for all hours.
- (b) Where the call in is requested within one (1) hour of the starting time of the shift and the employee commences work with in one (1) hour of the call, then the employee will be paid as if the entire shift had been worked, provided she completes the shift for which she was called in

14.07 Employee Responsibility

It is the responsibility of the employee to consult the posted work schedule.

14.08 Second Consecutive Shift

If an employee is required to work a second consecutive full shift, normal rest periods will apply, and a meal shall be provided during the meal period of the second shift.

14.09 Weekend Premium

An employee scheduled to work between Friday 2300 to Sunday 2300 shall receive a premium of thirty cents (\$0.30) per hour.

Effective two (2) pay periods following May 2, 2022, increase weekend shift premium to forty-five cents (\$0.45) per hour.

14.10 Shift Premium: Effective June 25, 2024

The employee shall receive a shift premium of twenty-five cents (\$0.25) per hour, where the majority of hours fall between the hours of 3 p.m. one (1) day and 7 a.m. the next.

An employee shall receive a shift premium of twenty-five cents (\$0.25) per hour, where the majority of hours fall between the hours of 11p.m. one (1) day and 7 a.m. the next.

ARTICLE 15 - PAID HOLIDAYS

15.01 Paid Holidays: Effective June 25, 2024

An employee who otherwise qualifies under Article 15.04 hereunder shall receive the following as paid holidays:

New Year's Day (January 1)	Labour Day	Civic Holiday
Good Friday	Thanksgiving Day	Canada Day (July 1)
Victoria day	Family day	
Truth and Reconciliation Day (September 30)	Christmas Day (December 25)	Boxing Day (December 26)

15.02 Float Holidays:

- (a) All full-time employees shall be entitled to **one (1)** float/personal day in a calendar year.
- (b) Part-time employees shall be granted one (1) float holiday per calendar year after the completion of nine-hundred and seventy-five (975) hours. Such float days cannot be carried over to the next year.
- (c) All float personal days may be taken at any time during the calendar year to December **31** of each year - if the parties are unable to mutually agree on the day off by December **31** of each year, the Employer shall pay out the day.

15.03 Replace

The intent is that there shall be no more than twelve (12) paid holidays during the term of this Agreement. If another Federal, Provincial, Municipal holiday should be proclaimed during the term of the Collective Agreement, such additional holiday would replace one (1) of the float/personal holidays in the Collective Agreement.

15.04 Qualify

In order to qualify for pay for a holiday, an employee shall complete her full scheduled shift on each of the working days immediately preceding and following the holiday, unless excused by the Employer or the employee was absent due to:

- (a) legitimate illness or accident which commenced within a month of the date of the holiday;
- (b) vacation granted by the Employer;
- (c) the employee's regular scheduled day off;
- (d) a paid leave of absence provided the employee is not otherwise compensated for the holiday.

15.05 Work Performed on Paid Holiday

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. In the case of full time, they will have the choice of an average day's pay with their time and one half or an average day off in lieu.

15.06 Pay

The average day's pay is calculated by adding the total hours worked in the preceding twenty-eight (28) days to the holiday and dividing it by twenty (20).

15.07 Holiday on a Day Off

Where an employee qualifies and:

- (a) Where a holiday falls during their employee's scheduled vacation period, her vacation shall be extended by one (1) day unless the employee and the Employer agree in writing to schedule a different day off with pay.
- (b) Where a holiday falls on an employee's scheduled day off an additional day off with pay will be scheduled at a mutually agreeable time.

15.08 Lieu Days

All lieu days shall be taken within twelve (12) weeks of earning said day, unless otherwise mutually agreed, failing which the Employer will automatically pay out the outstanding lieu days.

Granting of lieu days is subject to the scheduling provisions and the operations of the Employer.

15.09 Granting of Days Off

- (a) Granting of requested days off related to paid holidays will not be scheduled or granted until after the employee has qualified for said day. Where the day has been scheduled and the requesting employee changes their mind regarding the day off, said day will not be changed and the replacement employee shall work as scheduled.
- (b) Requests for days off submitted after the required date shall be considered on a first come first serve basis. The Employer will make every effort to respond to such requests within a seven (7) day period.
- (c) Where the parties can't agree on mutual time off, the Employer shall pay the employee for the day.

ARTICLE 16 - VACATIONS

16.01 Vacation Entitlement

For the purposes of vacation entitlement employees shall earn their vacation and pay based on level of seniority.

16.02 Shall Not Waive

Employees shall not waive vacation and draw double pay.

16.03 Vacation Year

The vacation year shall be the calendar year.

16.04 When Vacation Can Be Taken

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

16.05 Vacation Pay

- (a) Vacation pay shall be calculated at the appropriate corresponding percentage (%) of gross earnings (less benefits) per week of entitlement. Increases in entitlement and pay shall become effective on the first full pay period closest to the date in which the increase is due.
- (b)
 - (i) Employees who are regularly scheduled to work seventy-five (75) hours biweekly shall be paid vacation pay for their weeks of vacation entitlement at their current rate of pay. Vacation entitlement shall be as per article 16.06 below.
 - (ii) If an employee who is regularly scheduled seventy-five (75) hours on a biweekly basis, works less than 1650 hours in the vacation year, she shall receive vacation pay as a percentage of gross earnings in accordance with article 16.06.
 - (iii) For the purposes of hours worked, vacation lieu days and float days shall be deemed to be hours worked (to be clear, employees who reach their entitlement in 2009 and have worked their required total hours will be paid when they go on vacation in 2010).
 - (iv) Casual employees will be paid out their vacation pay on every pay.

16.06 Vacation Allotment

Vacation shall be as follows for all employees. For the purposes of clarity, vacation pay and time are in arrears, example: vacation pay and time earned in one (1) calendar year shall be paid out when vacation time is taken in the following calendar year, (once an employee reaches for example 5850 hours, accrual commences at six percent (6%):

0 to 1950 hours	start to accrue 4%
After 1950 hours	2 weeks' vacation 4%
After 5850 hours	3 weeks' vacation 6%
After 15,600 hours	4 weeks' vacation 8%
After 27,300 hours	5 weeks' vacation at 10%
After 42,900 hours	6 weeks' vacation at 12% (effective June 25, 2024)

16.07 Cessation of Employment

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.

16.08 Breakdown of Vacation Pay

The Employer will undertake to provide all full and part-time employees with a breakdown of vacation pay total earnings.

16.09 Scheduling

- (a) Seniority rights for the purpose of this Article can only be exercised once in a fiscal year.
- (b) For vacation requests during the months of May 1st to October 31st of each year

A vacation request sheet will be posted via the scheduling system by February 1st of each year and will be removed on February 15th for vacation requests during the period May 1st to October 31st each year. The approved list or schedule will be posted via the scheduling system by March 15th.

- (c.) For vacation requests during the months of November 1st to April 30st of each year, The vacation request sheet will be posted via the scheduling system by August 1st of each year and will be removed August 15th for vacation requests during the period November 1st to April 30th of each year. The approved list or schedule will be posted via the scheduling system by September 15th.
- (c) Granting of requests will be based on the operations of the Department/Classification and will be granted subject to seniority. Requests submitted after February 15th or August 15th will be granted on a first come first serve basis. In the event of conflict, seniority shall be the deciding factor.
- (e) Vacation Requests which are not received by the dates specified above will only be granted if operational requirements are met. Any such requests must be submitted a minimum of two (2) weeks before the start of the posted schedule.
- (f) A week of vacation shall be defined as seven (7) consecutive calendar days.

16.10 Single Days

Employees who have three (3) weeks or more vacation, may use one (1) week as single day vacations. Employees who have five (5) weeks or more vacation, may use two (2) weeks as single day vacations. It is understood, that pay for such days shall not result in more money than would have been received had taken their vacation in a block of two (2) week.

Note: one (1) week of vacation = seven (7) calendar days five (5) working days and two (2) days off. Single day vacation requests will not be considered during peak vacation periods if such requests interfere with the granting of weekly vacation requests. Peak vacation periods shall be from June 15th to September 15th and from December 15th to January 15th.

16.11 When Vacation Pay to be Paid

Vacation pay will be paid to all full and part-time employees on the regular pay day, during their vacation, unless otherwise arranged in writing one (1) month in advance of the scheduled vacation.

16.12 Vacation Interrupted

- (a) Where an employee's scheduled vacation is interrupted due to serious illness, which either commenced prior to or during the scheduled vacation period, the period of such illness shall be considered sick leave.
- (b) Serious illness is defined as an illness which requires the employee to receive ongoing medical care and/or treatments resulting in either hospitalization or which would confine the employee to their residence or to bed rest for more than three (3) days.

16.13 Return At Request of Employer

Should an employee who has commenced her scheduled vacation and agrees, upon request by the Employer to return to perform work during the vacation period, the employee shall be paid at the rate of one and one half (1 1/2) times her basic straight time rate for all hours so worked or the option of returning her vacation to her vacation bank.

Note: This does not apply where an employee requests to be on call during their vacation period. Further, if the employee is on vacation and receives a call in, the employee is responsible to advise the person calling her in that she is on vacation.

- 16.14 Vacations are not cumulative from year to year and all vacation must be taken by December 31 following the cut off date. Any remaining vacation pay will be automatically paid out on last pay period of the year.

ARTICLE 17 - SICK LEAVE

17.01 Purpose of Sick Leave

It is understood that sick leave credits are for the sole purpose of providing income protection for employees who are legitimately ill and unable to report to work as scheduled. The Employer reserves the right to request proof of illness for any absence.

17.02 Sick Notes

If the Employer requires proof of illness the Employer shall reimburse the employee for such cost. It is understood and agreed that notes required for employees who are on the attendance management program as per the Employer policy are not eligible for payment. Receipts for payment must be submitted to be reimbursed.

17.03 Sick Leave - Full-time

Full time employees who have completed nine hundred and seventy-five (975) hours worked shall be entitled to earn sick leave credits at the rate of seven and one-half hours (7.5) for each one hundred and sixty-two and one-half (162.5) hours worked. Upon Completion of one year's seniority employees will be credited with four (4) days in their accrual bank.

17.04 Pay for Absence Due to Illness

Employees shall be paid their regular wages for scheduled hours absent due to illness, until their sick accrual bank is exhausted.

17.05 Accumulation

Full-time employees may accumulate a maximum of fifteen (15) days.

17.06 Employee May Elect Not to be Paid

An employee absent by reason of sickness or accident may elect not to take sick leave with pay.

17.07 Sick Leave Not to be Charged

Absence for sickness or accident compensable by the Workplace accident and injury insurance plan will not be charged against sick leave credit.

17.08 Notify Employer of Absence

An employee who will be absent on the afternoon or nightshift due to personal illness must notify the Employer at least two (2) hours prior to the commencement of the shift unless impossible. An employee who will be absent on the day shift due to personal illness must notify the Employer at least one and one-half (1 1/2) hours prior to the

commencement of the shift unless impossible. Failure to give such notice may result in loss of sick leave benefits for that day of absence.

17.09 Appointments

An employee may elect to use sick leave credit for specialist appointments, where the employee has been referred to the specialist for his or her doctor.

ARTICLE 18 - HEALTH AND WELFARE

18.01 Benefit Program — Full-time

The following benefit program is available for all full- time employees on a pro rata basis after completion of probation. Benefits shall commence in the full month following the completion of probation. The Employer agrees to make the premium remittance payment on the following plans:

Effective 2 full pay periods of the Award. (June 25, 2024)

(a) Life Insurance **\$30,000.00**

(b) Health and Welfare plan consisting of:

- 80/20 co insurance;
 - **EHC 100% \$1/script**
 - \$300 annually paramedical services;
 - **\$500 annually for mental Health**
 - Reimbursement for prescribed drugs covered by the Plan (excludes lifestyle and experimental drugs such as fertility and diet), will be based on the cost of the lowest cost interchangeable drug, unless there is a documented adverse reaction to the drug or where the employee's doctor stipulates in writing that there are other medical reasons why the lowest cost interchangeable drug cannot be prescribed.
 - dispensing fee cap \$7.50
 - Maximum of \$2,500 per insured person per year.
 - A Vision care plan of **\$350/24 months(including eye exam)**
 - **Hearing - \$300 – for life**
 - Standard hospital coverage
 - The Employer shall provide all employees insured on the drug plan with a drug card.
- (c) Dental plan that includes:
- Effective January 1 2007 improve dental plan to #9 equivalent

- 70/30 co insurance;
- one (1) year lag on the ODA fee guide.

(d) It is understood that the Employer is not obligated to enrol an employee in the benefit plan if the employee is otherwise covered, including another plan with a different Employer.

18.02 Prorata

Full time employees shall be entitled to benefits as identified above, on a pro rata basis.

The monthly premiums payable in advance shall be deducted from the employee's salary. The employee's portion of the premium shall be deducted from the employees pay cheque.

18.03 Prorata Formula

The following pro rata formula shall be implemented for all employees wishing to participate in the Employer sponsored benefit plans. The percentage (%) of premium paid by the Employer is based on the employees regularly scheduled hours, not including call in or additional shifts picked up for replacement purposes. The employee's percentage (%) entitlement shall be reviewed on a six (6) monthly basis, for the following six (6) months.

Regularly scheduled bi weekly hours	% of premium paid by Employer
75	100%
67.5	90%
60	80%
52.5	70%
45	60%

18.04 In-lieu Premium

- Part-time employees who have completed their probation and regularly work forty-four and one half (44.5) or less hours bi-weekly shall be paid seventy-five cents (\$0.75) per hour in lieu of benefits identified in 18.01 and article 17.01 (sick leave).
- All full-time employees who wish to exercise this option shall do so prior to the completion of their probation (450 hours worked).

18.05 Group RRSP/Pension

- (a) There shall be a group RRSP /Pension with matching Employer / employee contributions of four percent (4%).
- (b) This plan is available to part-time and full-time employees after the completion of one (1) year of employment. Participation in this plan is optional.
- (c) Employees who participate, are required to match the Employer's contribution for all straight time hours worked. This includes the straight time component of holiday pay and vacation pay.
- (d) RRSP contributions will not be paid on any other premiums, allowances or payments.

18.06 Clothing Allowance

On the first full payroll upon completion of probation, the Employer shall pay all employees a clothing allowance of seven (\$.07) cents per hour for all hours worked. Employees shall be required to comply with the uniform policy of the Employer. This payment shall be paid twice per year on the first full pay in the months of April and October.

ARTICLE 19 - MISCELLANEOUS

19.01 Feminine / Plural

Whenever the feminine pronoun is used in this Agreement, it includes the masculine pronoun and vice-versa where the context so requires. Where the singular is used, it may also be deemed to mean plural and vice-versa.

19.02 Change of Employee information

The employee is solely responsible for **updating their personal information (i.e. home address, communication preference and telephone number)** being on record with the Employer by way of updating the electronic payroll system. If an employee fails to do this, the Employer will not be responsible for failure of a notice sent by registered mail to reach such an employee.

19.03 Significant Change in Rules or Policies

Prior to effecting any significant changes in rules or policies which affect employees covered by this Agreement, the Employer will discuss the changes with the Union and provide copies to the Union.

19.04 Bulletin Board

The Employer will provide a bulletin board accessible to all employees. The Union may post notices relating to Union business on such bulletin boards and will provide a copy to the Employer for information purposes only.

ARTICLE 20 - EDUCATION

20.01 In-Service Education

- (a) Both the Employer and the Union recognize their joint responsibility and commitment to provide, and participate in, in-service education. The Union supports the principle of its members' responsibility for their own professional development and the Employer shall endeavour to provide programs related to the requirements of the Employer. Available programs will be publicized at least one (1) week in advance and the Employer will endeavour to provide employees with opportunities to attend such program during their regularly scheduled working hours.
- (b) Where the Employer requires employees to attend mandatory education sessions, the employee will be compensated for the time spent in the education session at their regular straight time hourly rate, such time shall not count in the calculation of overtime.
- (c.) When an employee is on duty and authorized to attend any in-service program within the Home and during her regularly scheduled working hours, she shall suffer no loss of regular pay. When an employee is required by the Employer to attend courses outside of her regularly scheduled working hours she shall be paid for all time spent in attendance on such courses at her regular straight time hourly rate of Pay.

20.02 Technological Change

- (a) The Employer undertakes to notify the Union in advance, so far as practicable, of any technological changes which the Employer has decided to introduce which will significantly change the status of the employee within the bargaining unit.
- (b) The Employer agrees to discuss with the Union the effect of such technological changes on the employment status of the employees and to consider practical ways and means of minimizing the adverse effect, if any, on the employees concerned.

20.03 Leave of Absence — Education

Leave of absence, without pay, for the purposes of further education directly related to the employee's employment with the Employer may be granted on written application by the employee to management. Requests for such leave will not be unreasonably denied and are subject to the operations of the home. All requests shall be reviewed on an individual basis.

20.04 Upgrade of Qualifications

Where the Employer requires an employee to upgrade their qualifications or requires the employee to take a course, the Employer shall pay for the cost of the course. Where the course is on an employee's regularly scheduled day to work the Employer shall pay the employee for their scheduled hours.

ARTICLE 21 - WAGES

21.01 Schedule "A"

Employees shall be classified and paid in accordance with Schedule "A" attached to this Agreement. Increases in pay will be implemented on the first full pay period closest to the effective date of the increase.

21.02 Direct Deposit

Employees shall be paid every second Friday, by direct deposit. All employees are required to update the electronic payroll system with the correct information, in order to make this deposit.

21.03 New Classification

If a new job classification is created within the scope of the bargaining unit, the Employer and the Union shall meet to discuss the appropriate wage rate. If the local Union challenges the rate, it shall have the right to request a meeting with the Employer to endeavour to negotiate a mutually satisfactory rate. Such request will be made within ten (10) days after the receipt of notice from the Employer of such new occupational classification and rate. Any change mutually agreed to resulting from such meeting shall be retroactive to the date that notice of the new rate was given by the Employer. If the parties are unable to agree, the dispute concerning the new rate may be submitted to arbitration as provided in the Agreement within fifteen (15) days of such meeting. The decision of the Board of Arbitration shall be based on the relationship established by comparison with rates for other classifications and the requirements of such classification within the bargaining unit and shall be retroactive to the date that the notice of the new rate was given by the Employer.

21.04 Error On Pay

In the event of an error on an employee's pay, as a result of employee error, the correction will be made in the pay period following the date on which the error comes to the Employer's attention. If the Employer makes the error resulting employee being underpaid by one day's pay or more, the Employer will provide payment for the shortfall within three (3) business days from the date it is notified of the error. If the error results in the employee being overpaid, the overpayment shall be deducted off the next pay or the employee can provide the Employer with a cheque in the amount of the overpayment or other arrangements as agreed between the Employer and the employee.

21.05 Transfer to Higher Paying Position

When an employee is assigned temporarily to perform the duties and assume the responsibilities of a higher paying position in the bargaining unit for a period in excess of one-half (1/2) shift, she shall be paid the rate in the higher salary range immediately above her current rate from the commencement of the shift on which she was assigned the job.

21.06 Supervisor

Where an employee is assigned the responsibility of a supervisor, she shall be paid one (\$1.00) dollar per hour for such duty in addition to her regular salary. Such premium will not form part of the hourly rate.

21.07 Progression to Next Highest Rate

Employees will progress from the "start rate" to the "one year rate" and so on, on the basis of the definition of one (1) year = 1950. Hours worked and paid for, and hours not worked and paid for by the Employer, and hours not worked and paid for under the Workers' Compensation Act shall be considered hours worked for the purpose of computing eligibility to progress to the next higher rate within their position classification.

21.08 No Pyramiding

There shall be no pyramiding of any payments or benefits.

21.09 Premiums — Hourly Rate

No Premiums shall form part of the hourly rate.

ARTICLE 22 - TERMINATION AND RENEWAL

22.01 Term

The Collective Agreement shall be effective **April 1, 2023 until March 31, 2025** and shall remain in effect from year to year, thereafter unless either party gives the other party written notice of termination or desire to amend the Agreement in accordance with Article 22.02 below.

22.02 Amend or Terminate

Where either party desires to amend or terminate this Agreement, it shall give notice to the other party only within the period ninety (90) days prior to the expiration date of this Agreement or to any anniversary of such expiration date.

22.03 Negotiations

If notice of amendment is given by either party, the other party agrees to meet for the purpose of negotiation within thirty (30) days after the giving of such notice, if requested to do so.

Dated at, Toronto, Ontario this 19th day of December 2024

EMPLOYER

Shanika Brissett

UNION

Conla Barrio

Schedule A

The above rates include pay equity and conclude all pay equity obligations of the Employer under the Act.

Classification	Steps	Expired	Special Adjust	April 1, 2023	April 1, 2024
				3%	3%
PSW	Start	\$20.74	\$3.00	\$24.45	\$25.19
	450	\$21.08	\$3.00	\$24.80	\$25.55
	1950	\$21.76	\$3.00	\$25.50	\$26.27
	3900	\$22.11	\$3.00	\$25.86	\$26.64
	5850	\$22.36	\$3.00	\$26.12	\$26.90
Act/Rec OTA/PTA (Uni&C01 Dep or Deg)	Start	\$21.16		\$21.79	\$22.45
	450	\$21.51		\$22.16	\$22.82
	1950	\$21.93		\$22.59	\$23.27
	3900	\$22.87		\$23.56	\$24.26
	5850	\$23.13		\$23.82	\$24.54
Restorative Care Coordinator	Start	\$20.66		\$21.28	\$21.92
	450	\$21.00		\$21.63	\$22.28
	1950	\$21.41		\$22.05	\$22.71
	3900	\$22.31		\$22.98	\$23.67
	5850	\$22.44		\$23.11	\$23.81
Nursing Students	Start	\$17.76		\$18.29	\$18.84
	12 months	\$18.46		\$19.01	\$19.58
	24 months	\$20.48		\$21.09	\$21.73
	36 months	\$21.51		\$22.16	\$22.82
Students	Start	\$15.60		\$16.07	\$16.55
	450	\$15.60		\$16.07	\$16.55
	1950	\$15.60		\$16.07	\$16.55
	3900	\$15.60		\$16.07	\$16.55

Schedule B

The above includes and concludes pay equity obligations.

		Expired	Spcl adjust	April 1, 2023	April 1,2024
			\$0.30	3%	3%
Red Seal Cook	Start	\$21.94	\$22.24	\$22.91	\$23.59
	450	\$22.71	\$23.01	\$23.70	\$24.41
	1950	\$23.09	\$23.39	\$24.09	\$24.81
	3900	\$23.47	\$23.77	\$24.48	\$25.22
	5850	\$23.84	\$24.14	\$24.86	\$25.61
			Spcl adjust \$0.30	April 1, 23 3%	April 1,24 3%
Cook	Start	\$20.61	\$20.91	\$21.54	\$22.18
	450	\$21.39	\$21.69	\$22.34	\$23.01
	1950	\$21.77	\$22.07	\$22.73	\$23.41
	3900	\$22.14	\$22.44	\$23.11	\$23.81
	5850	\$22.52	\$22.82	\$23.50	\$24.21
			Spcl adjust \$0.50	April 1,23 3%	April 1,24 3%
Housekeeping and Laundry Aides	Start	\$17.08	\$17.58	\$18.11	\$18.65
	450	\$17.52	\$18.02	\$18.56	\$19.12
	1950	\$17.66	\$18.16	\$18.70	\$19.27
	3900	\$18.12	\$18.62	\$19.18	\$19.75
	5850	\$18.46	\$18.96	\$19.53	\$20.11
		Expired	Spcl adjust \$0.50	April 1,23 3%	April 1, 24 3%
Dietary Aides	Start	\$17.34	\$17.84	\$18.38	\$18.93
	450	\$17.78	\$18.28	\$18.83	\$19.39
	1950	\$17.93	\$18.43	\$18.98	\$19.55
	3900	\$18.38	\$18.88	\$19.45	\$20.03
	5850	\$18.72	\$19.22	\$19.80	\$20.39

Classification	Steps	Date of Award (June 25, 2024)
CSA	Start	\$18.65
	450	\$19.12
	1950	\$19.27
	3900	\$19.75
	5850	\$20.11

REGISTERED NURSES

The above includes and concludes pay equity obligations.

			Expired	Spcl Adjust \$0.50	April 1, 23 3%	April 1, 24 3%
		Start	\$31.28	\$31.78	\$32.73	\$33.72
Registered Nurse (RN) Registered		450	\$31.93	\$32.43	\$33.40	\$34.40
	1	1950	\$33.19	\$33.69	\$34.70	\$35.74
	2	3900	\$35.45	\$35.95	\$37.03	\$38.14
	3	5850	\$36.73	\$37.23	\$38.35	\$39.50
	4	7800	\$38.14	\$38.64	\$39.80	\$40.99
	5	9750	\$39.31	\$39.81	\$41.00	\$42.23
	6	11700	\$40.58	\$41.08	\$42.31	\$43.58
	7	13650	\$43.19	\$43.69	\$45.00	\$46.35
	8	15600	\$44.52	\$45.02	\$46.37	\$47.76
	9	17550	\$46.39	\$46.89	\$48.29	\$49.75
Registered Practical Nurse (RPN)		Start	\$25.58	\$26.08	\$26.86	\$27.67
		450	\$26.67	\$27.17	\$27.99	\$28.82
	1	1950	\$27.37	\$27.87	\$28.71	\$29.57
	2	3900	\$28.04	\$28.54	\$29.40	\$30.28
	3	5850	\$28.29	\$28.79	\$29.65	\$30.54

RE: Registered Staff Addendum

This Agreement includes all the items negotiated for the service workers except as amended as follows:

1.01 Single Days

Employees who have three (3) weeks or more vacation, may use one (1) week as single day vacations. Employees who have five (5) weeks or more vacation, may use two (2) weeks as single day vacations. It is understood, that pay for such days shall not result in more money than would have been received had taken their vacation in a block of two (2) week.

1.02 Vacation

Vacation (language as per service agreement except as amended as follows):

Upon completion of service identified below Registered staff shall begin to accrue vacation time and pay as follows:

Less than 1 year	= 6% of gross earnings
After 1 year (1950)	= 3 weeks @ 6% of gross earnings
After 3 years (5850 hours)	= 4 weeks @ 8% of gross earnings
After 14 years (27,300 hours)	= 5 weeks @ 10% of gross earnings
After 42,900 hours	= 6 weeks @ 12% of gross earnings (the award

June 25, 2024)

1.03 RRSP / Pension

As per 18.05 of the CA matching contributions to increase to four percent (4%) for Employer and employee.

1.04 Recent and Related Experience

Registered Nurses and Registered Practical Nurses will be given credit for proven recent and related nursing experience. Nurses will only receive payment for experience on the payroll following submission of their proof of experience. Experience shall be measured in 1950 hours is equivalent to 1 year.

1.05 In lieu of benefits

- a. A nurse who regularly works sixty (60) hours or more bi-weekly, she shall have the choice either taking Health and Welfare and sick benefits provided in Article 17 and 18 of this Agreement or \$1.30 per hour in lieu of these benefits.
- b) Where a nurse regularly works less than sixty (60) hours biweekly, she shall have the choice of participating in the Health and welfare Benefits on a prorated basis or receiving \$1.30 per hour in lieu of benefits and sick leave.

Letter of Understanding

Between:

Granite Ridge Care Community

And

H.O.P.E. Local 2220 UBJCA

Re: Schedule

Prior to posted schedule — pre booking

- (a) **Employees will need to add their availability on a monthly basis in the payroll scheduling system and will need to ensure that changes are made three (3) weeks prior to the posting of the schedule to be called for available shifts. All changes will need to be updated three (3) weeks prior to the posting of the schedule. The Employer may request availability earlier than three (3) weeks for Christmas and vacation schedules. The employer will continue to provide email notice requirements.**
- (b) Staff who are regularly scheduled to work less than seventy-five (75) hours biweekly, and are interested in working up to seventy-five (75) hours, shall provide their availability **three (3) weeks** in advance of the posting of the schedule.
- (c) Employees will be scheduled in advance where they have provided their availability in advance of the posting of the schedule and where vacancies exist.
- (d) Where possible, available known blocks of time, such as vacation and sick leave less than forty-five (45) days will be given out in blocks of time based on the known availability.
- (e) All regular scheduled employees shall be on master schedules. The Employer shall endeavour to schedule part time employees as equitably as possible.
- (f) It is understood that employees who are assigned blocks of time, will not have their master schedule altered unless mutually agreed. This will not apply to the Christmas / New Year scheduling.

Call in for shifts available following the posted schedule

- a) Shifts will be offered by seniority on a rotational basis, starting with the person next in line below the last person who last accepted a call.
- b) The person making calls will continue to document the time of call, and message left/no answer/ N/A etc. They will also document where the last call was made and the shift accepted.
- c) Where there are groups of shifts to be filled, i.e. the replacement of one line, the Employer may give that line to one (1) person, by seniority rather than splitting it up. The employee will not have their master schedule altered, unless mutually agreed.
- d) Every effort will be made to follow this call in list. The parties agree that they shall meet on a regular basis to review the call in practices and alter as needed to fit the needs of each department
- e) Availability is the days and shifts available — not the units.
- f) Schedules in departments other than nursing where full-time are offered up to seventy-five (75) hours first will continue
- g) Overtime shifts will be offered in accordance with the principals above and in accordance to article 14.01 (d).
- h) Where the Employer determines that overtime is required, it shall be first offered to full time, then part time and casual by seniority.

Dated at, Toronto, Ontario this 19th day of December 2024

FOR THE EMPLOYER
Shanska Brissett

FOR THE UNION
Anthony Brown

Letter of Understanding

Between:

Granite Ridge Care Community

And

H.O.P.E Local 2220 UBJCA

RE: Article 16 – VACATION ENTITLEMENT

It is understood and agree by the Parties for clarity purposes, that an employee begins to accrue increases in vacation pay percentage, on reaching the specified hours worked per Article 16.06, for payment in the following vacation year.

It is also understood that an employee is entitled to take the extra week of vacation, without pay, the year he/she reaches the specified hours worked as per Article 16,06 of the Collective Agreement.

Requests for such vacation time, shall be submitted in accordance with the provisions of Article 16.

Dated at, Toronto, Ontario this 19th day of December 2024

FOR THE EMPLOYER
Shaneka Brissett

FOR THE UNION
Amia Bump

Letter of Understanding

Between:

Granite Ridge Care Community

And

H.O.P.E. Local 2220 UBJCA

RE: Vacation for Dietary Aides

In the case of Dietary aides who are regularly scheduled to work sixty-five (65) hours biweekly shall be paid vacation pay for their weeks of vacation entitlement at their current rate of pay. Vacation entitlement shall be as per article 16.06.

If a dietary aid who is regularly scheduled sixty-five (65) hours on a bi-weekly basis works less than 1500 hours in the vacation year, she shall receive vacation pay as a percentage of gross earnings in accordance with 16.06.

For the term of this contract the one (1) dietary aid whose scheduled for sixty (60) hours in garden shall be grandfathered for the purposes of being eligible for vacation pay to be paid out as per the sixty-five (65) hour position above.

Dated at, Toronto, Ontario this 19th day of December 2024

FOR THE EMPLOYER

Shanska Brissett

FOR THE UNION

Paula Bam/10

Letter of Understanding

Between:

Granite Ridge Care Community

And

H.O.P.E. Local 2220 UBJCA

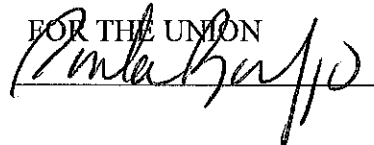
Re: Master Rotation

Full-time and part-time employees shall be assigned as per the Master Rotation. If at any time, with the agreement of the employee and management, two employees are permitted to share a line of the Master Rotation it will be with the understanding that if either of the employees discontinues the sharing of the line, the line will return to its original status on the Master Rotation as single employee position.

Dated at, Toronto, Ontario this 19th day of December 2024

FOR THE EMPLOYER
Shaneka Brissett

FOR THE UNION



Letter of Understanding

Between:

Granite Ridge Care Community

And

H.O.P.E. Local 2220 UBJCA

RE: Christmas Schedule

The parties agree for the 2018 Christmas the employees schedule will not be altered. With the following conditions:

1. Staff will be permitted to mutually exchange their shifts for their Christmas and New Years as per Article 13.03;
2. The employer agrees the LOU alters 16.09 to grant vacation to staff as per Article 16.10 and 16.11 Note;
3. The parties will review no later than January 20th 2019;
4. Either party may withdraw and revert back to the Collective Agreement for the 2019 Christmas schedule.

Dated at, Toronto, Ontario this 19th day of December 2024

FOR THE EMPLOYER
Shanska Brissett

FOR THE UNION

(Pink Bar) 3

Letter of Understanding

Between:

Granite Ridge Care Community

And

H.O.P.E. Local 2220 UBJCA

RE: Permanent Full-Time to Temporary Part-Time

Permanent full-time employees who apply for a transfer to a temporary part-time position are subject to the Employer's approval and the operational requirements of the home. Transfers will only be permitted where a full-time night employee or a full-time evening employee wishes to transfer to the day shift. Such approval will not be unreasonably withheld.

Where a full-time employee fills a temporary part-time vacancy, such employee shall be considered as full-time, their seniority and service will be adjusted accordingly, and shall be covered by the terms of the Collective Agreement. It is understood that the Employee will be responsible for paying 100% of the premium for their health and welfare benefit costs.

Dated at, Toronto, Ontario this 19th day of December 2024

FOR THE EMPLOYER

Shanska Brissett

FOR THE UNION

Paula Barrio
