COLLECTIVE AGREEMENT

between

RIVERSTONE – BRIDLEWOOD TRAILS RETIREMENT COMMUNITY

RIVERSTONE
RETIREMENT COMMUNITIES

and

CANADIAN UNION OF PUBLIC EMPLOYEES and its Local 4000-14

CUPE·SCFP
LOCAL / SECTION LOCALE
4000

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ARTICLE 1 – PREAMBLE

1.01 Preamble

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

a) to maintain and improve the harmonious relations between the Employer and the Union.

b) to recognize the mutual value of joint discussions and negotiations in matters pertaining to working conditions, employment, services, etc.

c) to encourage efficiency in operation.

d) to promote the morale, well-being and security of all the employees in the bargaining unit of the Union

ARTICLE 2 – MANAGEMENT RIGHTS

2.01 The Union recognizes and acknowledges that all management rights and prerogatives are vested exclusively with the Employer and without limiting the generality of the foregoing it is the exclusive function of the Employer:

a) to determine and establish standards and procedures for the care, welfare, safety and comfort of the residents of the Employer;

b) 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; such rules will be posted on the Employer's main bulletin board or electronic equivalent with a copy supplied to the Union. The Employer reserves the right to amend or introduce new rules from time to time, copies of which are to be posted on the bulletin board or electronic equivalent with copies to be supplied to the Union Stewards;

c) to hire, classify, promote, demote, assign duties, transfer, layoff, recall and to suspend, discipline, or discharge employees for just cause subject to the grievance provisions hereinafter provided. The Employer reserves the right to discharge probationary employees for any reason whatsoever provided such discharge is not otherwise arbitrary, discriminatory or in bad faith;

d) to have the right to plan, direct, control and schedule the work of the Employees in the operations of the Employer; and

e) to exercise the regular and customary management functions of an Employer except those rights, powers, functions or authorities which are specifically abridged or modified by this Agreement.

ARTICLE 3 – RECOGNITION

3.01 Bargaining Unit

The Employer recognizes the Union as the bargaining agent for all of its employees employed at the Bridlewood Trails Retirement Community save and except supervisors and persons above the rank of supervisors.

3.02 Work of the Bargaining Unit

Persons whose jobs are not in the bargaining unit shall not work on any jobs, which are included in the bargaining unit, except:

a) in cases of emergency;

b) when instructing other employees;

c) when performing experimental work; and

d) when regular employees are not available

Nothing in this Article shall prevent relatives of Residents from attending, on a voluntary basis, a Resident to whom they are related, or directly engaging Agency workers to attend on a Resident to whom they are related. It is understood that the help provided to the residents will not replace the staff complement in the Home.

The parties acknowledge that the following excluded supervisory positions include as part of their normal duties working alongside and performing the same work as the bargaining unit employees that they supervise. These supervisors are considered to be “Working Supervisors”: Environmental Services Manager, Foodservice Manager, Dinning Room Supervisor, and Activities Manager. It is understood that these Working Supervisors may continue to perform the same work as the bargaining unit employees that they supervise provided no bargaining unit employee is laid off or has their hours of work reduced as a result.

3.03 No Other Agreements

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

3.04 No Contracting Out

In order to provide job security for the members of the bargaining unit, the Employer agrees that all work or services performed by the Employees shall not be contracted out, if such work results in layoff of any bargaining unit member.

Agency staff may only be scheduled for vacant shifts if those shifts have first been offered to members of the bargaining unit.

3.05 Representatives of Canadian Union of Public Employees

The Union shall have the right at anytime to have the assistance of representatives of the Canadian Union of Public Employees when dealing with or negotiating with the Employer. Such representatives shall have such access to the Employer's premises as is necessary upon arranging for the same in advance with the Employer. Such request shall not be unreasonably denied

3.06 Definition of Employee

A full time employee shall be deemed to be an employee who is regularly scheduled to work twenty-eight (28) hours or more weekly.

A part time employee shall be deemed to be an employee who is regularly scheduled to work for less than twenty-eight (28) hours weekly.

A casual part time employee is one who is employed as a relief or on a temporary basis and is available for call-ins as circumstances demand.

ARTICLE 4 – UNION SECURITY AND CHECK-OFF

4.01 Union Security

All Employees of the Employer, shall, as a condition of continuing employment, become and remain members in good standing of the Union, according to the Constitution and By-laws of the Union. As a condition of employment, all new Employees shall become and remain members in good standing of the Union upon hiring. The Employer shall deduct from every Employee any dues, initiation fees, or assessments levied by the Union on its members.

4.02 Deductions

Deductions shall be made from the payroll bi-weekly and shall be forwarded to the Secretary-Treasurer of CUPE Local 4000 Union by no later than the twentieth (20^{th}) day of the month following, accompanied by a list of the names and addresses of all Employees for those wage deductions have been made. For informational purposes only, this list will also include the names and addresses of the Employees terminated during that month. A copy of the list shall be forwarded to the Secretary of the Local at the same time

4.03 New Employees

A representative of the Union shall be given an opportunity to interview newly hired employees within regular working hours at a mutually agreeable time with the Employer and the Union, without loss of pay, for a maximum of fifteen (15) minutes for such newly hired employee for the purpose of acquainting the new employees with the benefits and duties of union membership and their responsibilities and obligations to the Employer and the Union.

4.04 T4 Slips

Union dues deducted from the pay of each Employee will be shown on the Employee's T4 slip. T4 slips shall be provided electronically to each employee or provided in physical form upon request of the employee.

4.05 Indemnification

The Union agrees to indemnify and save the Employer harmless against all claims or other forms of liability that may arise out of, or by reason of, deductions made or payments made in accordance with Article 4.02.

ARTICLE 5 – NO DISCRIMINATION OF HARASSMENT

5.01 Ontario Human Rights Code

The Employer and the Union agree to observe the provisions of the *Ontario Human Rights Code* including, without limitation, the provisions with respect to no discrimination or harassment in the workplace. Without limiting the generality of the forgoing discrimination includes discrimination on the basis of sex, and harassment includes sexual harassment.

5.02 Personal Harassment

Workplace violence includes threatened, attempted, or actual use of physical force that causes or is likely to cause physical injury to a worker in the workplace.

Harassment means engaging in a course of vexatious comment or conduct that is known or ought reasonably to be known to be unwelcome. Harassment can be either psychological or physical or it can be a combination of both. It is any behaviour, whether deliberate or negligent, which denies individuals their dignity and respect, is offensive, embarrassing or humiliating to the individual and adversely affects the working environment. Without limiting the generality of the forgoing, harassment includes sexual harassment.

The workplace is any location in which work-related activities under the control of the Employer are performed.

5.03 Union Membership

The Employer and the Union agree that there shall be no intimidation, restraint or coercion exercised or practiced with respect to any employee by reason of their membership or activity in the Union, including as a steward, or non-membership or lack of activity in the Union, or by reason of their exercising their rights under the collective agreement.

ARTICLE 6 – UNION REPRESENTATION AND COMMITTEES

6.01 Representation

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

6.02 Bargaining Committee

A Bargaining Committee shall be appointed and consist of not more than four (4) members of the Employer, as appointees of the Employer, and not more than four (4) members of the Union as appointees of the Union. The Union will advise the Employer in writing of the Union nominees to the Committee.

A representative of the Union on the Bargaining Committee, who is in the employ of the Employer, shall suffer no loss of pay for time spent in direct negotiations with the Employer up to but not including Arbitration. The Employer is responsible for ensuring the Employees are paid for time spent in direct negotiations with the Employer up to but not including Arbitration. However, time spent in direct negotiations shall not be considered hours of work for the purpose of calculating overtime. Not more than two (2) appointees from the Union will be workers for the Home.

6.03 Labour Management Committee

a) Representative on Committee

A Labour Management Committee shall be established consisting of not more than two (2) representatives each of the Union and the Employer.

Parties may have assistance of a third representative from each side, the Union shall have the assistance of the CUPE National Representative of designate and the Employer of the General Manager or designate.

b) Function of Committee

The Committee shall concern itself with the following general matters:

i. Considering constructive criticisms of all activities so that better relations shall exist between the Employer and the Employees;

ii. Improving and extending services to the residents and the public;

iii. Promoting safety and sanitary practices; and

iv. Reviewing suggestions from Employees, questions of working conditions and services (but not grievances).

c) Meetings of Committee

The Committee shall meet at least once every three (3) months at a mutually agreeable time and place. Its members shall receive notice and agenda of the meeting at least forty-eight (48) hours in advance of the meeting. An Employee who is not a member of the Committee may participate in meetings provided the Committee members unanimously agree to their participation. Employees shall not suffer any loss of pay for time spent at Committee meetings.

d) Chairperson of the Meeting

A representative of the Employer and of the Union shall be designated as joint chairpersons and shall alternate in presiding over meetings and preparing notices and agendas.

e) Minutes of the Meeting

Minutes of each meeting of the Committee shall be prepared and signed by the joint chairpersons as promptly as possible after the close of the meeting. The Union and the Employer shall each receive two (2) signed copies of the minutes within one (1) week after they are prepared and signed.

f) Jurisdiction of Committee

The Committee shall not have jurisdiction over wages, or any other matter of collective bargaining, including the administration of this Agreement. The Committee shall not supersede the activities of any other Committee of the Union or the Employer and does not have the power to bind either the Union, its members or the Employer to any decisions or conclusions reached in its discussions. The Committee shall have the power to make recommendations to the Union and the Employer with respect to its discussions and conclusions.

6.04 Correspondence

All correspondence between the parties arising out of this Agreement or incidental thereto shall pass to and from the General Manager or their designate and the Local President, Secretary of the Union. With a copy sent to the National Representative of the Union and the Vice President Riverstone Retirement Community.

6.05 Health and Safety Committee

a) The Employer and the Union agree that they mutually desire to maintain standards of safety and health in the workplace in order to prevent accidents, injury and illness;

b) Recognizing its responsibilities under the applicable legislation, the Employer agrees to accept as a member of its Health and Safety Committee at least one representative selected or appointed by the Union from amongst bargaining unit employees;

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;

e) Meetings shall be held every third month or more frequently at the call of the chair if required. The Committee shall maintain minutes of all meetings and make the same available for review. The Employer shall give the CUPE Local 4000 President or designate access to the electronic folder where the Employer maintains the minutes of all meetings. The Union must provide the name and email address for the person that is to be given access.

f) Any representative appointed or selected in accordance with b) hereof shall serve for a term of one calendar year from the date of appointment which may be renewed for the period of one year. 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.

6.06 No Strikes or Lockouts

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

6.07 Contact Information

The Employer will provide to the Union a list of all the employees in the bargaining unit. The list will include each person's name, job title/classification, home mailing address, primary telephone number and, if available, personal e-mail.
The list will also indicate the employee's employment status (such as full-time, part-time, casual) and if the employee is on a leave of absence, the nature of the leave.

The employee contact list will be provided in an electronic spreadsheet to the Union contact designated by the Local Union twice per year normally by January 31 and by the end of July 31.

ARTICLE 7 – GRIEVANCE PROCEDURE

7.01 Recognition of Union Stewards

In order to provide an orderly and speedy procedure for the settling of grievances, the Employer acknowledges the rights and duties of the Union Stewards. A Steward may assist any employee, which the Steward represents, in preparing, processing, and presenting their grievance in accordance with the grievance procedure.

7.02 Names of Stewards

The Union shall notify the Employer in writing of the name of each Steward before the Employer shall be required to recognize them.

7.03 Permission to Leave Work

It is agreed that the Stewards have their regular duties and responsibilities to perform for the Employer, which must not be compromised. Stewarts shall be entitled to leave their work during scheduled working hours in order to carry out their functions under this Agreement including the investigation and processing of grievances and attendance at meetings with the Employer. Permission to leave work during working hours for such purposes shall be obtained from the immediate Supervisor or designate. Such permission shall not be unreasonably withheld. Stewards shall not suffer any loss of pay for time spent performing their functions under this Agreement. Upon return to duties, the member shall report to the immediate Supervisor or designate.

7.04 Definition of a Grievance

A grievance shall be defined as any difference arising out of the interpretation, application, administration, or alleged violation of the Collective Agreement, including any questions as to whether a matter is arbitrable

7.05 Grievance Steps

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

Step #1
The Employee(s) shall first discuss any complaint with the direct Supervisor before filing a written grievance. The complaint shall be brought within ten (10) working days of the incident giving rise to the complaint or when the incident giving rise to the complaint would reasonably have been known to the Employee.

Step #2
If the matter cannot be resolved at Step #1, then the Employee(s)/Union shall file a written grievance outlining the nature of the dispute and the relevant Articles of the Agreement that have been allegedly violated, with the General Manager or designate within ten (10) working days of the response to the complaint at Step #1. The General Manager or designate shall reply in writing to the

Employee(s)/Union and the Union representative that attended the grievance meeting giving the answer to the grievance within ten (10) working days from the date of submission of the grievance.

Step #3
Failing settlement of the grievance at Step 2 either party may refer the matter to arbitration no later than eighteen (18) working days after the written decision at Step 2 has been provided and in accordance with Article 8. If no written request for arbitration is received within the eighteen (18) working days, the matter shall be deemed to have been settled.

a) Policy Grievance

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

b) Group Grievance

The Union and its Representatives shall have the right to originate a grievance on behalf of an employee, or group of employees and to seek an adjustment with the Employer. Such a grievance shall proceed to Step 2

within ten (10) working days of the circumstances giving rise to the grievance. The grievance shall be forwarded to the General Manager or designate. The Employer shall reply in writing within ten (10) working days to the Union Grievance.

c) Deviation from Grievance Procedure

After a grievance has bee**n** initiated by the Union, the Employer's representative shall not enter into discussion or negotiation with respect to the grievance, either directly or indirectly with the aggrieved employees, without the consent of the Union.

7.06 Meeting Rooms for Grievances

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

7.07 Amending the Time Limits

The time limits fixed in both the grievance and arbitration procedure may be extended by written consent of the parties to this Agreement.

7.08 Definition of Working Days

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

7.09 Mediation

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

ARTICLE 8 – ARBITRATION

8.01 Referral to Arbitration

All grievances referred to arbitration, under this agreement shall be before a Sole Arbitrator. When either party requests that a grievance be submitted to arbitration, the request shall be made in writing to the other party indicating three (3) acceptable Arbitrators. If none of the proposed Arbitrators are acceptable to the other party, other Arbitrators may be proposed by either party. If an acceptable Arbitrator is not agreed upon within ten (10) days, the parties may either submit more proposed Arbitrators or request the Ministry of Labour to appoint an Arbitrator.

8.02 Payment of Arbitration

Each of the parties hereto share equally the fees and expenses, if any, of the Arbitrator.

8.03 Powers of the Arbitrator

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

8.04 Decision of the Arbitrator

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

8.05 Jurisdiction of Arbitrator

No matter may proceed to arbitration which has not been carried through all of the steps of the grievance procedure in a timely fashion.

8.06 Arbitration Board

The parties may mutually agree in writing to substitute a single Arbitrator with an Arbitration Board at the time of reference to arbitration and the other provisions this Article referring to the Arbitrator shall apply. The parties will bear the expense of their respective nominees on an Arbitration Board.

ARTICLE 9 – DISCIPLINE, SUSPENSION AND DISCHARGE

9.01 Discipline Procedure

When an employee is disciplined, discharged or suspended, they shall be given the reasons promptly in writing and shall have the right to have a Steward present at the time of discharge or suspension.

9.02 Clearing the File

The record of an Employee shall not be used against their at any time after twelve (12) months following a suspension or disciplinary action, save and except disciplinary action in regards to resident abuse which shall remain on their record indefinitely, provided that there is no recurrence of disciplinary action within the applicable (12) month period.

9.03 May Omit Grievance Steps

An Employee considered by the Union to be wrongfully or unjustly discharged or suspended shall be entitled to file a grievance at Step 2 of the grievance procedure.

9.04 Access Personnel Files

Employees will have the right to access and review their personnel records as soon as reasonably possible in the presence of the General Manager or designate upon receipt by the Employer of a written request for the review

9.05 Right to have a Steward Present

An Employee shall have the right to have a Steward present at any discussion with supervisory personnel for disciplinary purposes. Where is supervisor intends to interview an employee for disciplinary purposes, the supervisor shall so notify the employee in order that the employee may contact the union steward in advanced of the interview.

9.06 Discipline Notices

Whenever the Employer or a representative of the Employer deems it necessary to discipline an employee, the Employer shall, within five (5) days thereafter, give written particulars of such discipline to the CUPE Local 4000 Chief Steward, with a copy to the employee involved.

ARTICLE 10 – SENIORITY

10.01 Seniority Defined

Seniority is defined as the length of service with the Employer in the bargaining unit from the date of last hire. For Part Time Employees seniority shall be calculated on the basis of hours worked from date of last hire, with 1750 hours paid representing one (1) year of service. However, an Employee shall not accumulate in excess of one (1) year of seniority in any calendar year. Except as otherwise provided in the Agreement, seniority shall operate on a bargaining unit-wide basis. For Employees on record on the date when the Union became certified, seniority shall be calculated to include service prior to certification.

10.02 Seniority List

The Employer shall maintain a seniority list showing date of hire and years of service. A seniority list shall be forwarded to the Union and posted on the bulletin board in the staff lounge by January 31 and July 31 of each year. The seniority list shall be up-to-date to the end of the calendar month prior to posting (December and June)

10.03 Probationary Employees

Newly hired Employees shall be considered on a probationary basis for a period of four hundred and fifty (450) hours worked. During the probationary period, Employees shall be entitled to all of the rights and privileges of this Agreement. However, the Employer may discharge a probationary employee for any reason provided such dismissal is not otherwise arbitrary, discriminatory or in bad faith. After completion of the probationary period, seniority shall be effective from the date of last hire. The Employer and the Union may agree to extend the probationary period.

10.04 Loss of Seniority

An Employee shall lose their seniority and shall be deemed terminated in the event the Employee:

a) Is discharge for just cause and is not reinstated.

b) Resigns.

c) Is absent from work for three (3) consecutive schedules shifts without sufficient cause or without notifying the Employer unless such notice was not reasonably possible.

d) Fails to notify the Employer of their intention to return to work within seven (7) calendar days after being notified of recall. Registered mail sent to the most recent Employee's address on the Employee's employment file shall constitute proper notice. It shall be the responsibility of the Employee to keep the Employer informed of their current address.

e) Is laid off in excess of twenty-four (24) months.

f) Utilizes a leave of absence for purposes other than those for which the leave may have been granted.

10.05 Transfers outside the Bargaining Unit

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

In the event an employee transferred out of the bargaining unit is returned to the bargaining unit within a period of six (6) calendar months, they shall accumulate seniority during the period of time outside the bargaining unit.

10.06 If an employee transfers from part-time to full-time, the following method shall be used to calculate their seniority from one group to another for purposes of establishing anniversary date: 1750 hours PAID equals one (1) year.

10.07 If an employee transfers from full-time to part-time, the following method shall be used to calculate their seniority from one group to another for purposes of establishing anniversary date: 1750 hours PAID equals one (1) year.

ARTICLE 11 – PROMOTIONS AND STAFF CHANGES

11.01

a) Job Postings

When a vacancy occurs or a new position is created within the bargaining unit, which the Employer requires to be filled, within seven (7) days of the vacancy, the Employer shall post a notice on the bulletin board provided for in Article 23.01 and in the Employer's electronic personnel system. The position shall be posted for a period of seven (7) working days so that interested employees can apply. The name of the successful applicant shall be posted on the bulletin board and in the Employer's electronic personnel system with a copy to the Union. Any subsequent postings as a result of the original will be posted for five (5) days. The postings will be sent by email to the CUPE Local 4000 President and Recording Secretary.

b) Temporary Vacancies

Temporary vacancies anticipated to be less than eight (8) weeks duration shall not be posted, unless otherwise agreed between the Employer and the Union. The Employer shall offer such vacancies by seniority to Part-time Employees and then by seniority to Casual Employees

c) Outside Advertising

The Employer may advertise for additional Employees externally provided that present Employees have had the opportunity to apply, and internal candidates are considered for the position first in accordance with Article 11.03.

d) Temporary Job Postings

A vacancy which occurs for more than eight (8) weeks will be posted stating that the position is limited and shall indicate the estimated duration of the limited job. In any event, the limited job shall not exceed six (6) months. Upon termination of a limited job, the employee filling the vacancy shall be returned to the classification and job location in which they last worked. In the event that a part-time employee is the successful applicant, the said employee shall retain their part-time status during the limited full-time period. An Employee filling a temporary vacancy of eight (8) weeks or longer duration shall not move into any other temporary posting until the end of their temporary position unless it is greater hours or a different shift.

11.02 Information on Job Postings

The job posting notice shall contain the following information: classification, qualifications, skills, shift, bi-weekly hours, and salary rate or range.

11.03 Recognition of Seniority

The parties recognize that job opportunities and security shall increase in proportion to length of service, therefore, vacancies and new positions including promotions and staff transfers shall be filled on the basis of seniority, with the Employer, provided the senior applicant possesses the qualifications and skills to perform the job.

11.04 Trial Period

The successful applicant shall be place on trial for a period of two (2) weeks. Conditional on satisfactory service, such trial promotion shall become permanent after the period of two (2) weeks. The trial period may be extended with mutual agreement. In the event the successful applicant proves unsatisfactory in the position during the aforementioned trial period, or if the Employee finds themselves unable to perform the duties of the new job classification, they shall be returned to their former position and rate of pay without loss of seniority. Any other Employee promoted or transferred because of the rearrangement of positions shall also be returned to their former position and rate of pay without loss of seniority. Any unsuccessful applicants for the original posting will then be considered in accordance with Article 11.03 if there are no successful applicants, then the position would be reposted.

11.05 Union Notification

The Union shall be notified of all appointments, hirings, layoffs, recalls and terminations of employment. Notices of such appointments shall also be posted. The Union will be supplied a copy of each posting.

11.06 New Classification(s)

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

If the Union disagrees with the rate, it shall have the right to request a meeting with the Employer. At such meeting, the parties will review the rate; the Employer's rational for establishing the rate, and the reasons the Union disagrees with the rate. If the parties reach agreement, the agreement is effective as of the date on which the Employer gave the Union notice of the new rate.

When the Employer makes a substantial change in the job content of an existing classification which in reality causes such classification to become a new

classification, the Employer agrees to meet with the Union if requested to permit the Union to make representation with respect to the appropriate rate of pay.

If the parties are unable to reach an agreement, either party may refer the dispute to arbitration, as provided in this Agreement, provided the referral is made within fifteen (15) days of the meeting.

Any decision by a Board of Arbitration, or Arbitrator as the case may be, shall be based on the relationship established by comparison with the rates for other classifications in the bargaining unit having regard to the requirements of such classifications. Any change awarded as a result of arbitration shall be retroactive only to the date on which the Employer gave the Union notice of the change.

11.07 Posting while on Vacation Leave

When an employee will be absent on vacation, the employee may advise their manager, in writing, and no more than seven (7) days prior to the beginning the vacation, that they wish to be considered for any potential job posting which might arise during their vacation.

The written notice must specify the job or position for which the employee wishes to be considered. If such a job or position then arises during the employee's vacation, the written notice will be considered an application. The written notice is only valid during the vacation period immediately following its delivery to the manager.

ARTICLE 12 – LAYOFFS AND RECALLS

12.01 Definition of Layoffs

Layoffs, under the provisions of this Collective Agreement, shall include the reduction of daily or biweekly hours of any full-time or part-time Employee. However, to be a layoff of a part-time employee, the reduction must be equal to or greater than fifty percent (50%) of their biweekly hours. No full-time employee within the bargaining unit shall be laid off by reason of their duties being assigned to one or more part-time employees.

12.02 Notice of Layoff

In the event of a proposed lay off of thirteen (13) calendar weeks or more, the Employer will:

a) Provide affected employees with notice in accordance with the Ontario *Employment Standards Act, 2000*, as amended from time to time.

b) Provide the Union with at least four (4) weeks' notice prior to its implementation. This notice is not in addition to the required notice for individual employees.

c) meet with the Union upon request to review the reasons and expected duration of the lay-off, any realignment of service or staff and its effect on employees in the Bargaining Unit

12.03 Layoff Procedure

a) In the event of layoff, the Employer shall lay off employees in reverse order of seniority within their classification, provided that there remain on the job employees who have the skills and qualifications to perform the work.

b) An employee who is subject to lay-off shall have the right to either:

i) Accept the layoff;

ii) Accept the layoff, and waive their right to recall; or

iii) Displace an employee who has lesser bargaining unit seniority and who is a less senior Employee in a lower or identical paying classification in the bargaining unit if the Employee originally subject to layoff has the skills and qualifications to perform the work. Such employees so displaced shall be laid off.

iv) An employee who wishes to exercise their right to displace another employee with less seniority shall advise the Employer within seven (7) days of the date of the notice of layoff issued by the Employer. Employees failing to do so will be deemed to have accepted the layoff**,** unless extenuating circumstances arise.

v) For the purpose of the operation of clause (b) ii), laid off part-time employees shall not have the right to displace full-time employees.

vi) In the event that an employee is laid off from the full-time bargaining unit and provided that no other full-time bargaining unit positions are available for which the employee is qualified and able to perform, the full-time bargaining unit employee shall then be allowed to displace a part-time bargaining unit employee with less seniority provided that the employee is qualified and able to do the work available.

12.04 Recall

a) An employee shall have opportunity of recall from a lay-off to an available opening, in order of seniority, provided they have the skills and qualifications to perform the work, and provided such opening is first posted under the job posting procedure, and has not been filled.

b) No new employees shall be hired until all those laid off have been given an opportunity to return to work and have failed to do so, in accordance with the loss of seniority provision, or have been found not to have skills and qualifications to perform the work available.

c) It is the responsibility of the employee who has been laid off to notify the Employer of their intention to return to work within seven (7) calendar days after being notified to do so by registered mail. The notification shall state the job to which the employee is eligible to be recalled and the date and time at which the employee shall report for work.

d) Employees on lay off or notice of lay off shall be given preference for temporary vacancies, which are expected to exceed twenty (20) days of work. An employee who has been recalled to such temporary vacancy shall not be required to accept such recall and may instead remain on lay off. This provision supersedes the job posting provision.

ARTICLE 13 – HOURS OF WORK

13.01 Normal Hours of Work

a) The normal hours of work shall be seven and one-half (7½) hours per day, exclusive of an uninterrupted unpaid thirty (30) minute meal break, and up to seventy-five (75) hours every bi-weekly pay period.

The normal hours of work for a RPN that works alone overnight shall be eight hours per day, inclusive of a thirty (30) minute paid meal break, and up to eighty (80) hours every bi-weekly pay period.

b) In no instance will any employee be required to work more than five (5) consecutive days without receiving their day off, unless otherwise mutually agreed. Nothing in this Article shall be construed as a guarantee of hours per day, or per bi-weekly pay period.

c) Hours that become available as a result of absences shall be distributed in the following manner;

- First offered to available full-time employees, starting with the most senior employee up to seventy-five (75) hours bi-weekly.

- Then to available part-time employees, starting with the most senior employee up to seventy-five (75) hours bi-weekly.

- Then to available casual employees, commencing with the most senior employee up to seventy-five hours.

13.02 Days Off

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

13.03 Rest and Meal Periods

The Employer shall grant a thirty (30) minute unpaid meal break to employees who work at least five (5) hours on a shift.

The Employer shall also grant two (2) paid rest periods of fifteen (15) minutes each for employees working seven and one-half (7.5) hour shifts.

13.04 Reporting Pay

Employees who report for any scheduled shift will be guaranteed at least four (4) hours of work, or if no work is available, will be paid at least four (4) hours except when work is not available due to conditions beyond the control of the Employer. The reporting pay outlined herein shall not apply whenever an employee has received prior notice not to report for work. Prior notice shall be deemed to have been received when the Employer attempts to contact an employee at the most recent phone number they have left on file at least one (1) hour prior to any scheduled shift.

13.05 Working Schedule

a) The hours of work of each employee shall be posted in an appropriate place for a period of four (4) weeks at least two (2) weeks in advance. The schedule will not be changed without the consent of the employee involved. The Union shall receive a copy of the said schedules on request.

b) Employee requests for specific days off must be made in writing by completing the appropriate forms, as supplied by the Employer, at least fifteen (15) calendar days in advance of the specific day(s) off being requested. The Employer will advise the employee whether their request has been granted or denied within seven (7) calendar days. The Employer shall not unreasonably deny requests for specific days off.

c) The Employer agrees that it will not schedule split shifts unless the parties agree to do so.

d) The schedule shall not be changed without at least forty-eight (48) hours notice to a full-time employee and at least twenty-four hours to a part-time employee.

13.06 Shift Exchanges

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

13.07 Time Off between Shifts

Employees are to be allowed a minimum of twelve (12) hours off between the ending of one scheduled shift and the commencing of the other scheduled shift. Where the twelve (12) hours is not granted, the employee shall be paid such hours of work at the rate of time and one-half (1½).

13.08 Meal Allowance

Employees wishing to have employee meals are required to complete the Employee Meal Payroll Deduction form and then may sign for any employee meal. The cost of an employee meal is $3.00. The costs of the meals will be deducted from the employee's pay. Employee meals are only available to employees during their meal breaks.

The meal consists of soup or salad, one beverage, a regular portion of the daily entree (from the Resident menu) and dessert of the day or one scoop of ice cream or one scoop of fresh fruit only. Cold sandwiches, fruit plates or cold meal plates may be substituted for the entree posted on the menu if available.

Situations may arise when the kitchen staff may need to offer an entree alternative due to unforeseen Resident requirements. Employees must be mindful of the fact that servicing Residents is the first priority.

Employees who have purchased a meal are entitled to be in the kitchen to pick up their meal.

A refrigerator and microwave are provided in the employee lounge for employee use. Coffee and tea are available free of charge.

ARTICLE 14 – OVERTIME

14.01 Overtime

Overtime shall be paid for all hours authorized by the Employer and worked over seven and a half (7½) hours in a day or seventy-five (75) hours per bi-weekly pay period (exclusive of meal breaks) at the rate of time and one-half (1½) the employee's regular rate of pay.

Overtime for RPNs that work alone overnight shall be paid for all hours authorized by the Employer and worked over eight (8) hours in a day or eighty (80) hours per bi-weekly pay period (inclusive of meal breaks) at the rate of time and one-half (1.5) the employee's regular rate of pay.

When an employee works on a statutory holiday, all hours worked, including statutory holiday hours however excluding any shifts outlined in Article 13.06 of the agreement, shall be included in the overtime calculation.

For the purposes of overtime calculations, a day shall be defined as the twenty-four (24) hour period following the commencement of the shift.

14.02 No Lay Off to Compensate for Overtime

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

14.03 Distribution of Overtime

Overtime hours shall be offered in the following order:

i. Employees currently on shift, who are willing and able to perform the work, in order of seniority;

ii. Employees scheduled to start shifts within four (4) hours, who are willing and able to perform the work, in order of seniority;

iii. All other employees who are willing and able to perform the work, in order of seniority.

14.04 No Duplicating of Overtime

Overtime shall be based on the Employee's regular rate of pay and there shall not be pyramiding of overtime or duplication of hours for purposes of daily and bi-weekly overtime.

14.05 Minimum Call Back Time

When an employee is called back to work after leaving the residence upon completion of their shift, such employee shall be paid at time and one-half (1½) their regular rate of pay for actual hours worked with a minimum of three (3) hours of such pay.

14.06 Time Off in Lieu of Overtime

Instead of cash payment for overtime, an Employee may choose to receive time off at the appropriate overtime rate at a time mutually agreed to by the Employee and the Employer.

ARTICLE 15 – PAID HOLIDAYS

15.01

(a) The following Holiday Pay provisions apply to all employees:

List of Holidays

The Employer recognizes the following as paid holiday:

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

Employees are entitled to holiday pay for such holidays if they meet the qualifications for holiday pay in the Ontario *Employment Standards Act*. Such holiday pay shall be calculated in the same manner that public holiday pay is calculated pursuant to the Ontario *Employment Standards Act*.

(b) Float Day

The Employer agrees to grant employees two (2) floating paid holiday**s** to be taken on a day mutually agreed upon between the Employer and the employee.

15.02 Payment for Holidays

An employee who is required to work on any of the above-named holidays will receive premium pay at the rate of time and one-half (1½) the employee's regular hourly rate for every hour worked on such day and shall be given a substitute day off with holiday pay at a mutually agreeable time, to be taken within three (3) months after the holiday. If no agreement is reached the holiday pay will be paid out to the employee at the end of the pay period which is three (3) months following the date of the holiday.

Where a Part-time or Casual Part-time employee works on any of the above-named holidays, they will receive premium pay at the rate of time and one-half (1½) their regular hourly rate for every hour worked on such day in addition to holiday pay. However, they shall not be entitled to a substitute day off.

15.03 Holidays for Days Off

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

15.04 Christmas or New Year's Day Off

The Employer shall attempt to schedule days off for all Employees equitably alternating between Christmas and New Year's Day.

In the event that there are too many requests for either holiday which will impact operational requirements, the factors taken into account when scheduling days off will be:

a) Which Holiday the employee worked the previous year.

b) Seniority.

ARTICLE 16 – VACATIONS

16.01 Length of Vacation

Employees shall receive an annual vacation with pay as follows:

a) Employees who have less than five (5) years' continuous service with the Employer will receive two (2) weeks' vacation time with vacation pay in the amount of four percent (4%) of their gross wages.

b) Employees who have five (5) years' or more continuous service with the Employer will receive three (3) weeks' vacation time with vacation pay in the amount of six percent (6%) of their gross wages.

c) Employees who have ten (10) years or more continuous service with the Employer will receive four (4) weeks' vacation time with vacation pay in the amount of eight percent (8%) of their gross earnings.

d) Employees who have fifteen (15) years or more continuous service with the Employer will receive five (5) weeks' vacation time with vacation pay in the amount of ten percent (10%) of their gross earnings.

e) Employees who have eighteen (18) years or more continuous service with the Employer will receive six (6) weeks' vacation time with vacation pay in the amount of twelve percent (12%) of their gross earnings.

The Vacation Entitlement Year is the calendar year. The accrual of vacation time will be pro-rated for new hires based on their start date to the end of the Vacation Entitlement Year.

16.02 Vacation Pay on Termination

Upon termination, all accrued but unused vacation pay shall be paid out to the Employee.

16.03 Vacation Schedules

Vacation schedules for the upcoming one year period (May to April) shall be posted by April 1st and will not be changed without the consent of the affected employees, provided however, that the employees shall deliver applications in writing on the appropriate vacation request form for their scheduled vacations to their Department Manager by not later than March 1st of the year in which the vacation is sought.

Employees must submit their vacation requests by March 1st in order to allow for scheduling changes. If there are two (2) holiday requests for the same time by two employees of the same department, the person holding the most seniority in the department will be awarded the time slot. After March 1st, the Department Manager will allocate vacation time, on a first-come first-serve basis, without reference to seniority.

16.04 Unbroken Vacation Period

An employee shall be entitled to receive a maximum of two (2) weeks of their vacation in an unbroken period unless otherwise mutually agreed upon between the employee concerned and the Employer**.** When an employee requests a longer unbroken vacation period, the Employer shall not unreasonably deny its agreement to the request.

16.05 Illness during Vacation

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

16.06 Carry Over

Vacations are normally to be taken in the calendar year in which they are earned. However, up to two (2) weeks of vacation may be carried over in the next year with the approval of management. Employees may request to carry over third (3rd) week of vacation to the next year in extraordinary circumstances, and the Employer shall not unreasonably deny such requests.

ARTICLE 17 – SICK LEAVE PROVISIONS

17.01 Sick Leave Defined

Sick leave means the period of time a full-time employee is permitted to be absent from work with full pay by virtue of being sick or disabled, or because of an accident for which compensation is not payable under the Employer's private workplace accident and insurance plan.

17.02 Amount of Sick Leave

No paid leave for sickness will be allowed to Employees during the first three (3) months of their employment. Thereafter, the Employees shall be credited with three (3) days of sick leave and shall then accumulate sick leave credits at the rate of one (1) day of sick leave for each month of service. The maximum accumulation shall be sixteen (16) days.

Part-time employees who have completed 3 months of service shall be credited with 1 day of sick leave and shall then accumulate sick leave credits at the rate of 1 day of sick leave for every one hundred and fifty (150) hours of work. The maximum accumulation shall be four (4) days.

Effective August 1, 2027, the maximum accumulation of sick leave credits for part-time employees shall be five (5) days.

17.03 Sick Leave Record

A record of all unused sick leave will be kept by the Employer. Employees may review and verify that their accumulated sick leave is correct by accessing their Employee profile.

17.04 Notification to Employer

An employee who is unable to report for duty on their scheduled shift shall notify the Employer of this with at least three (3) hours notice in advance of the commencement of their scheduled shift; provided that this requirement shall be waived by the Employer where the employee was unable to give such notice due to circumstances beyond their control.

17.05 Accumulation of Sick Leave and Payment

Earned but unused sick leave may be carried over from one calendar year to the next. However, the total number of days an employee may accumulate, including those days that may be carried over, cannot exceed sixteen (16) days for all full-time employees and four (4) days for all part-time employees.

Effective August 1, 2027 the maximum accumulation of sick leave credits for part-time employees shall be five (5) days

17.06 Injury Pay Provisions

An employee who is injured during working hours and is required to leave for treatment or is sent home for such injury shall receive payment for the remainder of the shift at their regular rate of pay without deduction for sick leave.

17.07 Medical Care Leave

Employees may be allowed to use accumulated sick leave credits in order to engage in personal preventative medical health and dental care.

Permission will not be unreasonably withheld provided adequate notice is given in advance.

17.08 Proof of Illness

An employee may be required by the Employer to provide a satisfactory doctor's certificate for any absence due to illness or injury in excess of three (3) consecutive shifts certifying that the employee has an illness or injury which prevents them from performing the essential duties of their position and provides the employee's anticipated return to work date. Where an employee's absence due to illness shows a pattern of frequent or excessive use of sick leave, the employee may be required by the Employer to provide a satisfactory doctor's certificate to the Employer. Where the employee is required to pay the doctor to obtain such a certificate and submits a receipt for such payment, the Employer shall reimburse the employee for the cost of the certificate only.

ARTICLE 18 – LEAVE OF ABSENCE

18.01 General Leave

The Employer may grant a leave of absence without pay and without loss of seniority to any employee requesting such leave of absence for valid personal reasons. Leave requests shall be in writing on the appropriate forms, as supplied by the Employer. Employees on approved leave of absence shall not engage in any employment without permission of the Employer. Requests for such leave shall not be unreasonably denied.

18.02 Leave for Union Function

Upon request to the Employer, an employee elected or appointed may be granted paid leave of absence without loss of seniority to attend Union conventions or seminars provided the Employer receives at least fifteen (15) days written notice on the appropriate form prior to the leave day(s). Where an employee is granted leave for Union functions on a day on which they are not scheduled to work, the Employer shall schedule the employee for the applicable hours. Such hours shall not be included in the calculation of overtime.

During such leave of absence, the salary and applicable benefits shall be maintained by the employer and the Union agrees to reimburse the Employer 100% of the costs of such salary and applicable benefits.

It is understood that the aggregate of Union Leave will be to a maximum of forty (40) days per calendar year. It is further understood that a maximum of two (2) employees from the same department and three (3) employees in total may be granted Union Leave for the same period.

It is understood that if an Employee is elected to an executive position with Local 4000 this union leave will be granted and will not count towards the forty (40) days per calendar year.

18.03 Bereavement Leave

a) In the event of death of an employee's spouse (including same sex or common-law spouse), child**,** parent, sister or brother, the employee shall be entitled to a leave of absence without loss of pay for five (5) consecutive days.

b) In the event of death of an employee's, mother-in-law, father-in-law, son-in-law, daughter-in-law, grandparent or grandchild, the employee shall be entitled to a leave of absence without loss of pay for three (3) consecutive days.

c) In the event of death of an employee's aunt, uncle, brother-in-law, sister-in-law, former or legal guardian, niece or nephew, the employee shall be entitled to a leave of absence without loss of pay for one (1) day.

d) Where the burial occurs at a location in excess of 350 miles, such leave shall include reasonable travelling time, the latter not to exceed two (2) consecutive days without pay.

e) The employee shall be paid for scheduled hours during the leave, which they otherwise would have worked.

f) The employee will be allowed to save one paid day of bereavement leave to attend the memorial service.

g) Additional days without pay may be granted at the discretion of the employer.

18.04 Compassionate Leave/Family Leave

Leave with pay shall be granted up to a maximum of seven (7) days off with pay per calendar year and without loss of seniority for serious illness in the immediate family or other serious family emergencies. Such time off taken shall be deducted from the employee's sick leave.

18.05 Pregnancy and Parental Leave

a) Pregnancy Leave

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

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

ii) The employee shall give the Employer at least two (2) weeks' notice, in writing, of the day upon which they intends to commence their leave of absence, unless impossible, and furnish the Employer with a certificate of a legally qualified medical practitioner stating that they are pregnant and giving the estimated day upon which delivery will occur.

iii) The employee must have started employment with their Employer at least thirteen (13) weeks prior to the expected date of birth.

iv) The employee shall give at least four (4) weeks' notice of their intention to return to work or the Employer will assume they will take the full 31 seventeen (17) weeks of pregnancy leave. The employee may shorten the duration of the leave of absence requested under this Article upon giving the Employer four (4) weeks' notice of their intention to do so, and furnishing the Employer with a certificate of a legally qualified medical practitioner stating that they is able to resume their work.

v) An employee who does not apply for leave of absence under 18.05 a)(i) and who is otherwise entitled to pregnancy leave, shall be entitled to and shall be granted leave of absence in accordance with 18.05 a)(i) upon providing the Employer, before the expiry of two (2) weeks after they ceased to work, with a certificate of a legally qualified medical practitioner stating that they was not able to perform the duties of their employment because of a medical condition arising from their pregnancy, and giving the estimated day upon which, in their opinion, delivery will occur or the actual date of their delivery.

vi) An employee who intends to resume their employment on the expiration of the leave of absence granted to their under this Article shall so advise the Employer. If an employee returns to work at the expiry of the normal pregnancy or parental leave, and the employee's former permanent position still exists, the employee will be returned to their former job, and former shift if their shift was designated.

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

vii) When the Employer has suspended or discontinued operations during the leave of absence and has not resumed operations upon the expiry thereof, the Employer shall upon resumption of operations, reinstate the employee to their employment or to alternate work in accordance with the established seniority system or practice of the Employer in existence at the time the leave of absence began and in the absence of such a system or practice shall reinstate the employee in accordance with the provisions of 18.05 a)(iv).

viii) Credits for service for the purpose of salary increments, vacations, or any other benefit included and prescribed under the *Employment Standards* Act shall continue and seniority shall accumulate during the leave.

ix) The Employer will continue to pay one hundred percent (100%) of the premiums of all insured benefits provided to Full-Time Employees during pregnancy leave.

x) Upon expiry of seventeen (17) weeks pregnancy leave, an employee may immediately commence parental leave, as provided under the Parental Leave provisions of this Agreement. The employee shall give the Employer at least two (2) weeks' notice, in writing that they intends to take parental leave.

b) Parental Leave

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

ii) A "parent" includes: the natural mother or father of the child, a person with whom a child is placed for adoption and a person who is in a relationship of some permanence with the parent of the child and who intends to treat the child as their or their own.

iii) Parental leave must begin within seventy-eight (78) weeks of the birth of the child or within seventy-eight (78) weeks of the day the child first came into the custody, care and control of the parent. For employees on pregnancy leave, parental leave will begin immediately after pregnancy leave expires. Parental leave shall be granted for up to sixty-one (61) weeks in duration if the employee also took pregnancy leave and sixty-three (63) weeks in duration if they did not.

iv) An employee not on pregnancy leave requesting parental leave shall give the Employer two (2) weeks written notice of the date the leave is to begin.

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

vi) The Employer will continue to pay one hundred percent (100%) of the premiums of all insured benefits provided to Full-Time Employees during pregnancy leave while the employee is on parental leave.

vii) Credits for service for the purpose of salary increments, vacations, or any other benefit included and prescribed under the *Employment Standards* Act shall continue and seniority shall accumulate during the leave.

viii) Supplemental Unemployment Benefit (Sub) Plan

An employee who is on pregnancy leave as provided under this Agreement and has applied for and is in receipt of Employment Insurance pregnancy/parental benefits pursuant to sections 18 and 20 of the Employment Insurance Act, 1971, shall be paid a supplemental unemployment benefit. That benefit will be equivalent to the difference between seventy-five (75) percent (75%) of their regular weekly earnings and the sum of her weekly rate of Employment Insurance benefits (or what the Employment Insurance benefits would have been had the employee taken 35 weeks parental leave) and any other earnings. Such payment shall commence following completion of the one (1) week Employment Insurance waiting period and receipt by the Employer of the employee's Employment Insurance cheque stub as proof that she is in receipt of Employment Insurance pregnancy/parental benefits and shall continue while the employee is in receipt of such benefits for a maximum period of fifteen (15) weeks. The employee's regular weekly earnings shall be determined by multiplying her regular hourly rate on her last day worked prior to the commencement of the leave times her normal weekly hours.

18.06 Jury or Court Witness Duty

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

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

18.07 Educational Leave

a) The Employer shall pay the full cost of any course of instruction required by the Employer for an employee to qualify themselves to perform their job. Payment shall be made on successful completion of the course.

b) The employer may grant an employee leave of absence without pay and without loss of seniority and benefits to write examinations to upgrade their employment qualifications as they relate to employment with the Employer.

18.08 Self-Isolation Leave

If an employee is required to self-isolate on the direction of the Employer, Public Health, and/or a treating physician, the employee shall be entitled to use sick-leave, vacation, or lieu entitlements for any hours of work lost during such period.

ARTICLE 19 – PAYMENT OF WAGES AND ALLOWANCES

19.01 Shift Premiums

The Employer agrees to pay a shift premium of forty-five cents (45¢) per hour to all employees who work a majority of their shift between the hours of 3:00 p.m. and 7:00 a.m.

The Employer agrees to pay a weekend premium of twenty cents (20¢) per hour to all employees who work a majority of their shift between eleven (11) p.m. Friday and Monday at seven (7) a.m. This premium shall be in addition to the shift premium.

19.02 Pay Days

The Employer agrees that wages will be paid bi-weekly on every second Friday.

On each payday, each employee shall be provided with an itemized statement of their wages, overtime and other supplementary pay and deductions. The employee's hourly rate is to be placed on the cheque stub.

If an employee is underpaid, the following applies:

- If the amount of the error is equal to or greater than the employee's normal gross wages for a day of work, the Employer will provide the adjustment payment promptly. The objective is to deliver the payment within three (3) business days of the error being brought to the Employer's attention.

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

19.03 Equal Pay for Equal Work

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

19.04 Payment for In-Service

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

19.05 Pay during Temporary Transfers

When an Employee is temporarily assigned to and performs the principle duties of a higher paying position for at least one (1) hour of their shift, they shall receive the rate for the higher paying position during that time. When an employee is temporarily assigned to a lower paying position than their own, their rate shall not be reduced.

19.06 Uniform Allowance

All bargaining unit Employees shall receive a uniform allowance of $9.00 per month towards the purchase of uniforms as designated by the Employer. Payment for uniform allowance shall be made twice per calendar year in January and July for the six (6) month periods coinciding with the pay periods ending around December 31st and June 30th. Only those Employees who are employed at the time the uniform allowance payment is made are entitled to receive the payment.

Effective January 1, 2027, Employees shall be entitled to the following uniform allocations:

a) All new full-time employees will receive three (3) uniforms upon hire, and two (2) additional uniforms per year thereafter.

b) All new part-time employees will receive two (2) uniforms upon hire, and one (1) additional uniform per year thereafter.

c) All new casual employees will receive one (1) uniform upon hire, and one (1) additional uniform per nine hundred and fifty hours (950) worked thereafter.

d) If the employer requires a change of uniform, employees shall be provided with the full number of uniforms applicable to their initial hire entitlement.

19.07 No Pyramiding of Payments

The payments and other benefits provided in this Agreement, including overtime pay, holiday premium pay, night premium pay, reporting pay, etc., shall not be pyramided. An employee shall not receive more than one compensation for the same service.

ARTICLE 20 – EMPLOYEE BENEFITS

20.01 Master Policy

Upon request the Union shall be provided with a current copy of the Master Policy of all insured benefits.

20.02 Change of Carriers

It is understood that the Employer may at any time substitute another carrier for any plan, provided the benefits conferred thereby in total are not decreased. Before making such a substitution, the Employer shall notify the Union to explain the proposed change and to ascertain the views of the employees. Upon request by the Union, the Employer shall provide to the Union full specification to the Benefits Programs contracted for and in effect for employees covered herein.

20.03 Premiums and Benefits Coverage

a) Premiums

The Employer agrees to pay one hundred percent (100%) of the premiums for all insured benefits for full-time employees who have completed three (3) months of continuous service

b) Benefits Coverage

The Employer agrees to provide the Insurance, Accidental Death/Dismemberment, Extended Health Care and other benefits as set out in the Canada Life Group Policy No. 170509 and subject to the Master Policy to all Full-Time Employees who have completed three (3) months of service. The parties recognize that the policy number referenced above may change, however, the obligation of the employer will be to continue the same benefits as contained in the current policy.

Vision care benefit of $300 every 24 months and eye examinations up to $90 every 24 months.

Paramedical practitioners to a maximum of $500 per practitioner per year.

c) Dental Benefits

The Employer agrees to provide Dental benefits in accordance with the current O.D.A. fee schedule, as amended from time to time, with fifty percent (50%) employer paid co-insurance and fifty percent (50%) employee paid. Expenses will be reimbursed to an annual maximum of $1,500.

20.04 Part-time Employees in Lieu of Benefits

All part-time employees upon completion of their probationary period, shall receive in lieu of all forms of health and welfare and fringe benefits, including sick leave, an amount equal to six percent (6%) of their straight time hourly rate for all hours worked.

ARTICLE 21 – NURSING HOMES AND RELATED INDUSTRIES PENSION PLAN

21.01 Nursing Homes and Related Industry Pension Plan (NHRIPP)

a) Effective ON August 1st, 2024, each eligible employee covered by this Collective Agreement shall contribute from each pay period an amount equal to two percent (2%) of applicable wages to the Nursing Home and Related Industries Pension Plan (the "Plan"). The Employer shall contribute on behalf of each eligible employee for each pay period, an amount equal to two percent (2%) of applicable wages to the Plan.

b) The definition of "applicable wages" for the purposes of determining contributions to the Plan shall be the basic straight time wages for all hours worked including straight time holiday pay and vacation pay. All other payments of any nature are hereby excluded

c) "Eligible employee" shall mean all full-time and part-time employees in the bargaining unit, who have completed nine hundred and seventy-five (975) hours of employment.

d) The Employer agrees to be bound by the terms of the Agreement and Declaration of Trust for the Nursing Homes and Related Industries Pension Plan dated February 13, 1990, and the terms of the Pension Plan adopted by the Trustees, both as may be amended from time to time. Collective Agreement between Riverstone (Bridlewood Trails Retirement Home) and CUPE and it's Local 4000-14.

e) The Union acknowledges and agrees that other than making its contributions to the Plan as set out in this Article, the Employer shall not be obligated to contribute towards the cost of benefits provided by the Plan, or be responsible for providing any such benefits. The Union and the Employer acknowledge and agree that under current pension legislation and/or

regulations, the Employer has no requirement to fund any deficit in the Plan, but is required to contribute only that amount as required by the Collective Agreement in force between the parties It is understood and agreed by the Employer and the Union that should the current pension legislation or regulations be changed so that the Employer's obligation to contribute to the Plan exceeds the amount specified in the Collective Agreement then in force, the parties will meet directly to finalize methods to relieve the Employer of this increased obligation to the extent that any such obligations exceed that which the Employer would have if the Plan were a Defined Contribution Plan.

f) Notwithstanding the foregoing, where an error has been made in deduction, the Employer shall, upon request, make full payment on any outstanding Employer contribution irrespective of whether the employee pays the matching amount. The parties agree that this Article in no way prejudices the position of either party as it relates to the retroactivity application if an error is discovered.

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

h) The Employer agrees to provide to the Administrator of the Plan, on a timely basis all information required pursuant to the Pension Benefits Act, R.S.O. 1990, Ch. P-8, as amended, which the Administrator may reasonably require in order to properly record and process pension contributions and pension benefits. For further specificity, the items required for each eligible employee by Article 22.01 e) of the agreement are:

i) To be Provided Once Only at Plan Commencement:
Date of Hire
Date of Birth
Collective Agreement between Riverstone (Bridlewood Trails Retirement Home) and CUPE and it's Local 4000-14.
Dates_____
Date of First Contribution
Seniority List to include hours from date of hire to Employer's fund entry date (for the purpose of calculating past service credit)

ii) To be Provided with each Remittance:
Name
Monthly Remittance
Social Insurance Number
Pensionable Earnings
YTD Pension Contributions

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

iii) To be Provided Once, and if Status Changes:
Full address as provided to the Home
Termination date where applicable (MMDDYY)

iv) To be Provided Once if they are Readily Available:
Gender
Marital Status
Any additional information requests beyond that noted above may be provided, if possible, by the Employer at the expense of the Plan, unless the Employer is obligated by law to provide the information.

ARTICLE 22 – TECHNOLOGICAL CHANGE

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

Such notice shall be in writing and shall include at least the following information:

a) A detailed description of the technological change

b) The rationale for the technological change

c) The date on which the Employer proposes to effect the technological Change

d) The effect(s) that the technological change is likely to have on the terms and conditions or security of employment of Employees

e) Names and positions of Employees likely to be affected by the technological change.

f) The impact(s) of the technological change on residents, clients, public service users, customers, students, etc.

The Employer agrees to meet and discuss with the Union the impact of the technological or other change on the Residence, its employees and the residents.

ARTICLE 23 – GENERAL CONDITIONS

23.01 Bulletin Board

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

23.02 Workers' Compensation

The Employer agrees to provide workplace accident insurance coverage in accordance with the Workplace Accident Insurance Plan booklet to all of its Employees for the duration of this Agreement. The Employer will pay the full premium cost of the Workplace Accident Insurance Plan.

23.03 Proper Conditions

a) Neat, clean, attractive, and appropriately furnished accommodations as pursuant to the *Occupational Health and Safety Act,* as amended from time to time, shall be provided for employees to have their meals and change their clothes.

b) Appropriate lockers or storage space shall be provided for employees to leave their clothing or belongings in during working hours.

23.04 Copies of Agreement

The Union and the Employer desire every employee to be familiar with the provisions of this Agreement and their rights and duties under it. It is agreed that the Union will prepare the Collective Agreement for signing within sixty (60) days of receiving the arbitration award or written notice of ratification. The Employer shall ensure that the Collective Agreement is available in an electronic format for review by employees.

ARTICLE 24 – TERM OF AGREEMENT

24.01 Effective Date

The term of this Agreement shall be from the date of ratification until August 1, 2026**,** until July 31, 2028 and shall continue from year to year upon the expiration of that term unless either party gives to the other party notice in writing within ninety (90) days of the expiration date in each year that it desires its termination or amendment.

24.02 Changes in Agreement

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

24.03 Retroactivity

Retroactive payment to all active employees or employees on approved leaves of absence as of the date of ratification. The amount of the retroactive payments shall be equal to the additional amount each qualifying employee would have earned had the increase been implemented on August 1, 2026.

The Employer will endeavour to provide all retroactivity to all current employees within thirty (30) days of receiving written notice of ratification. If the retro payment is not made to current employees within forty-five (45) days, then thereafter interest will be paid. All retro payments will be paid to employees on a separate cheque or be itemized on the employees' regular cheque stub.

All former employees shall be sent notice by the Employer at their last known email address and will have thirty (30) calendar days from the date notice is sent to claim retroactive payments. The Union shall receive a copy of all notices sent to former employees.

Signed electronically this day _____ of October 2026.

For the Local	**For the Employer**
Rob Gauthier	Geoffrey Lewis
Zakiah Atwy (2026-10-13 17:09:23 EDT) Zakiah Atwy	Arta Shala Arta Shala
kadeem grant (2026-10-06 12:39:47 EDT) Kadeem Grant	

APPENDIX "A" WAGES

Effective Date	General Wage Increase
August 1, 2026	3.5% Across the Board
August 1, 2027	3.5% Across the Board

Classification	Steps	Expired Rates	August 1, 2026	August 1, 2027
PSW	Step 1 – 0-1750	$20.96	$21.69	$22.45
	Step 2 - 1751-3500	$21.24	$21.98	$22.75
	Step 3 - 3501-5250	$21.51	$22.26	$23.04
	Step 4/FT	$21.79	$22.55	$23.34
RPN	Step 1 – 0-1750	$33.37	$34.54	$35.75
	Step 2 - 1751-3500	$33.69	$34.87	$36.09
	Step 3 - 3501-5250	$33.93	$35.12	$36.35
	Step 4/FT	$34.20	$35.40	$36.64
UCP	Step 1 – 0-1750	$24.27	$25.12	$26.00
	Step 2 - 1751-3500	$24.54	$25.40	$26.29
	Step 3 - 3501-5250	$24.82	$25.69	$26.59
	Step 4/FT	$25.10	$25.98	$26.89
Housekeeper	Step 1 – 0-1750	$18.76	$19.42	$20.10
	Step 2 - 1751-3500	$19.02	$19.69	$20.37
	Step 3 - 3501-5250	$19.30	$19.98	$20.67
	Step 4/FT	$19.58	$20.27	$20.97
Maintenance	Step 1 – 0-1750	$19.86	$20.56	$21.27
	Step 2 - 1751-3500	$20.13	$20.83	$21.56
	Step 3 - 3501-5250	$20.41	$21.12	$21.86
	Step 4/FT	$20.69	$21.41	$22.16
Laundry	Step 1 – 0-1750	$18.76	$19.42	$20.10
	Step 2 - 1751-3500	$19.02	$19.69	$20.37
	Step 3 - 3501-5250	$19.30	$19.98	$20.67
	Step 4/FT	$19.58	$20.27	$20.97

Classification	Steps	Expired Rates	August 1, 2026	August 1, 2027
Cook	Step 1 – 0-1750	$22.34	$23.12	$23.93
	Step 2 - 1751-3500	$22.61	$23.40	$24.22
	Step 3 - 3501-5250	$22.89	$23.69	$24.52
	Step 4/FT	$23.17	$23.98	$24.82
Assistant Cook	Step 1 – 0-1750	$17.92	$18.55	$19.20
	Step 2 - 1751-3500	$18.20	$18.84	$19.50
	Step 3 - 3501-5250	$18.48	$19.13	$19.80
	Step 4/FT	$18.76	$19.42	$20.10
Dishwasher	Step 1 – 0-1750	$17.65	$18.27	$18.91
	Step 2 - 1751-3500	$17.92	$18.55	$19.20
	Step 3 - 3501-5250	$18.20	$18.84	$19.50
	Step 4/FT	$18.48	$19.13	$19.80
Server	Step 1 – 0-1750	$18.76	$19.42	$20.10
	Step 2 - 1751-3500	$19.02	$19.69	$20.37
	Step 3 - 3501-5250	$19.30	$19.98	$20.67
	Step 4/FT	$19.58	$20.27	$20.97
Activities Assistant	Step 1 – 0-1750	$19.02	$19.69	$20.37
	Step 2 - 1751-3500	$19.30	$19.98	$20.67
	Step 3 - 3501-5250	$19.58	$20.27	$20.97
	Step 4/FT	$19.86	$20.56	$21.27
Bus Driver	Step 1 – 0-1750	$19.02	$19.69	$20.37
	Step 2 - 1751-3500	$19.30	$19.98	$20.67
	Step 3 - 3501-5250	$19.58	$20.27	$20.97
	Step 4/FT	$19.86	$20.56	$21.27
Receptionist	Step 1 – 0-1750	$18.76	$19.42	$20.10
	Step 2 - 1751-3500	$19.02	$19.69	$20.37
	Step 3 - 3501-5250	$19.30	$19.98	$20.67
	Step 4/FT	$19.58	$20.27	$20.97

LETTER OF UNDERSTANDING #1

Between

BRIDLEWOOD TRAILS RETIREMENT COMMUNITY

And

THE CANADIAN UNION OF PUBLIC EMPLOYEES and its Local 4000-14

Re: Uniform Allowance

The parties agree that the Receptionist and Activities Assistant classifications are not required to wear a uniform, therefore, all Receptionists and Activities Assistants shall receive a uniform allowance of $9.00 per month towards the purchase of uniforms as designated by the Employer. Payment for uniform allowance shall be made twice per calendar year in January and July for the six (6) month periods coinciding with the pay periods ending around December 31st and June 30th. Only those Employees who are employed at the time the uniform allowance payment is made are entitled to receive the payment.

Signed electronically this day ____ day of October 2026.

For the Local	**For the Employer**
Rob Gauthier	Geoffrey Lewis
Zakiah Atwy (2026-10-13 17:09:23 EDT) Zakiah Atwy	Arta Shala Arta Shala
kadeem grant (2026-10-06 12:39:47 EDT) Kadeem Grant	

mh/cope491
October 6, 2026