

Collective Agreement

between

**Ontario Public Service Employees Union /
Syndicat des employés de la fonction publique
de l'Ontario**

on behalf of its Local 166

and

**LE8003 WC Operating (Ontario-1) LP operating as
Royalcliffe Retirement Residence
in the City of London**

Duration: November 28, 2023 – November 27, 2026



**Sector 8
1-166-10344-20261127-8**

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ARTICLE 1 - PURPOSE

- 1.01 Where it is the desire of both parties to this Agreement;
- (a) To maintain and improve harmonious relations and settle conditions of employment between the Employer and the Union.
 - (b) To recognize the mutual value of joint discussions and negotiations between the Employer and the Union.
 - (c) To promote the morale, well-being and security of all the employees in the bargaining unit of the Union.
 - (d) It is recognized that employees wish to work together with the home to secure the best possible care and health protection for the residents.

ARTICLE 2 - RECOGNITION

- 2.01 The Employer recognizes the Union as the sole bargaining agent for all employees of LE8003 WC Operating (Ontario-1) LP operating as Royalcliffe Retirement Residence in the City of London, save and except supervisors, persons above the rank of supervisors.

- 2.02 Definitions
"Employee" means a person hired by the Home for a position which comes within the bargaining unit described in Article 2.01

The parties agree to recognize the following categories of employees:

- (a) a Full-Time employee is one who is regularly scheduled to work seventy-five (75) hours bi-weekly.
- (b) A Regular Part-Time employee is defined as an employee who is regularly scheduled not more than sixty (60) hours bi-weekly. A Regular Part-Time employee is defined as an employee who makes a commitment to the Home to be available for work on a predetermined basis as required by the Home. Regular Part Time employees are not guaranteed a specific number of shifts per pay period or per scheduling period. Prior to the utilization of Casual or Agency staff, Regular Part-Time employees that are normally scheduled at the Home will be given the option of being scheduled for additional shifts over and above their normal commitment in the event of illnesses, vacations, emergencies and other periods of staff shortages.
- (c) a Casual employee is defined as an employee who is hired to work on an irregular basis and who may be scheduled (after the regular

part-time employee schedules are fixed) in advance on a monthly schedule in accordance with their availability.

- 2.03 Throughout this Collective Agreement, all parties shall acknowledge that wherever the feminine or masculine gender is used, it shall be considered to be reference to both genders. Where the singular is used, it may also be deemed to mean the plural within the appropriate context.

ARTICLE 3 - NO DISCRIMINATION

- 3.01 The Employer and the Union agree that there will be no harassment, intimidation, discrimination, interference, restraint or coercion exercised or practiced by any of their representatives with respect to any employee because of their membership or non-membership in the Union or activity or lack of activity on behalf of the Union.
- 3.02 The Employer, the Union and the employees agree to conduct their affairs in accordance with the *Ontario Human Rights Code*.
- 3.03 The Employer and the Union are committed to providing a positive environment for staff. All individuals have the right to be treated with respect and dignity. Each individual has the right to work in an atmosphere which promotes respectful interactions and is free from discrimination, harassment and aggression.

ARTICLE 4 - MANAGEMENT RIGHTS

- 4.01 Except where specifically modified by the Terms of this Agreement, the Union acknowledges that all Management rights and prerogatives are vested exclusively with the Employer. The Employer has the exclusive right to manage and direct its operations and affairs in all respects.

These rights and functions shall include, but are not limited:

- (a) to maintain order and efficiency,
- (b) to hire, promote, transfer, suspend and re-hire employees and to discipline or discharge any employee for just cause provided that a claim by an employee that they have been discharged or disciplined without just cause may be the subject of a grievance dealt with as hereinafter provided. The discharge of a probationary employee shall be at the sole discretion of the Employer, and such discretion will not be unreasonably exercised,

- (c) to determine and establish standards and procedures for the care, welfare, safety and comfort of the guests of the Facility, and to maintain order, discipline and efficiency and in connection therewith to establish and enforce rules and regulations, policies and practices from time to time to be observed by its employees and to alter such rules and regulations provided that such rules and regulations shall not be inconsistent with the provisions of this Agreement. It is agreed that prior to altering any present rules and regulations or making new rules or regulations, the said new rules and regulations shall first be approved and signed by the Employer, after which they shall be discussed in detail with the Union Committee and an opportunity afforded to the said committee to make representations. Such rules will be made available to all employees and to the Union.
- (d) to determine the number of employees to be employed, the extension, limitation, curtailment or cessation of operations or any part thereof and to determine and exercise all other functions and prerogatives which shall remain solely with the Employer except as specifically limited by the express provision of this Agreement.

ARTICLE 5 - UNION SECURITY (DUES DEDUCTION)

- 5.01 The Employer will deduct from the pay of each employee covered by this Collective Agreement an amount equivalent to such monthly union dues as may be designated by the Union, starting from the pay period nearest to the date of ratification of this agreement and after that, from the first day of employment in the bargaining unit. Such monthly dues shall be forwarded to the Accounting Department at the Union's head office in Toronto, Ontario. The mailing address is 100 Lesmill Road, North York, Ontario, M3B 3P8.
- 5.02 The Employer shall submit a cheque to the Union, not later than the 15th day of each month following the month in which dues were deducted. The remittance will be accompanied by a list of bargaining unit employee names, employee number or a unique identifier and the amount deducted. This list can be either a hard copy or an e-copy.
- 5.03 The Employer to report the total union dues deducted on each employee's T-4 slip on an annual basis.
- 5.04 The Union will advise the Employer in writing of the amount of its regular dues along with the Guideline for OPSEU Dues Calculation. The amount so advised shall continue to be deducted until changed by further written notice to the Employer.

- 5.05 The Union and the employees shall hold the Employer harmless with respect to any liability which the Employer might incur as a result of deductions and remittances.
- 5.06 The Employer agrees that, should negotiations result in retroactive payment of wage increases, the Employer will deduct the amount of dues required by Article 5.01 of the Collective Agreement at the time the payment is made.
- 5.07 The Employer will provide the Union with the names, addresses and home telephone numbers of employees in the bargaining unit on an annual basis.

ARTICLE 6 - UNION REPRESENTATION

- 6.01 The Employer recognizes the right of the Union to appoint or otherwise select from amongst those employees who have completed their probationary period and who are covered by this Agreement, three (3) Unit stewards.
- 6.02 The Union will inform the Employer, in writing, of the names of the stewards and of any subsequent changes and the Employer will not be required to recognize such stewards until notification from the Union has been received.
- 6.03 The Union acknowledges and agrees that stewards and other employee committee members as prescribed in this Article have regular duties to perform in connection with their employment. For meetings that are scheduled during the full time and/or regular part time employee's regularly scheduled hours of work, such employee will first obtain their supervisor's permission before leaving the work place to attend such meeting and will advise the supervisor upon their return to regular duty. Such permission shall not be unreasonably withheld by the Home.
- 6.04 For employees who are to attend meetings, which occur on their scheduled time off, payment will be made at their regular straight time hourly rate for any hours in attendance at joint meetings of the parties.
- 6.05 Employees shall have the right, upon request, to the presence of a Union steward at any time when discipline is imposed. When the Employer deems it necessary to suspend or discharge an employee, the Employer shall notify the Union in writing of such suspension or discharge.

6.06 The OPSEU Staff Representative shall give notice to the Home as well as to the Chartwell Labour Representative of their intent to attend at the Home.

6.07 Negotiating Committee

- (a) The Home shall recognize a Negotiating Committee composed of up to three (3) members of the bargaining unit plus one outside counsel or advisor from the Union. The purpose of this Committee shall be to negotiate with the Home the renewal or modifications of the terms of this Collective Agreement. The Union agrees to recognize the Home's negotiating team which shall have up to equal representation.
- (b) Where the Union requires caucus time off for its members to prepare for bargaining, the Home shall grant reasonable caucus time, without loss of pay, benefits or credits. The Employer will bill OPSEU for meetings held under this article. The Union shall request time off with no less than two (2) weeks' notice.
- (c) Each employee member of the Negotiating Committee shall receive their regular pay for all regularly scheduled straight time working hours lost due to attendance at negotiations with the Employer up to conciliation.

6.08 Employer/Employee Relations Committee (E.E.R.C.)

The Union and the Home agree that consultation and communication on matters of joint interest are desirable to promote constructive and harmonious relations. Accordingly:

- (a) Both parties agree to establish an Employer/Employee Relations Committee consisting of two (2) local Union representatives, and two (2) Employer representatives, with the capacity of either party to bring in an additional resource person from the Local Union or the Employer.
- (b) The chairperson shall alternate between a member of the Committee selected by the Union and a member selected by the Employer. The chairperson shall be responsible for maintaining minutes of the meeting and distributing such minutes for all members of the Committee within one (1) month following the meeting date. Agenda items will be agreed to at least one (1) week in advance. The parties commit to formulate a Terms of Reference for this committee.

- (c) Union members who are members of the Employer/Employee Relations Committee shall be released for one half (1/2) hour before the Employer/Employee Relations Committee meetings. This time off will be with pay. the maximum amount of paid time for the pre meeting and the EERC meeting will be ninety (90) minutes.
- (d) The committee will meet every quarter or more or less frequently by mutual agreement.
- (e) The committee will provide a forum for on-going communication and the joint consideration of various concerns, which arise in the day-to-day activities of employees represented by the Union.

6.09 Union Leave Bill Back

With respect to requests for time-off for Union business that would result in loss of scheduled hours of work and related wages, the Home agrees to pay employees the wages and/or benefits that would otherwise be lost and invoice the Union for reimbursement as soon as possible following such occurrence. The Union undertakes to reimburse the Home within sixty (60) days of receipt of such invoice.

6.10 Orientation

A new employee will have the opportunity to meet with a representative of the Union in the employ of the Employer for a period of up to fifteen (15) minutes, once during the probationary period of such new employee's employment. Such meeting will be scheduled by the Employer and time spent attending such meeting will be without loss of pay from scheduled working hours for both the new employee and the Union representative.

6.11 Copies of the Agreement

The Employer and the Union desire all parties to be familiar with the provisions of this Agreement and the rights and obligations under it. For this reason, the parties shall share equally the cost of printing and distribute sufficient copies of this Agreement to all parties.

6.12 Bulletin Board

The Employer will provide a bulletin board for the purpose of posting notices regarding meetings and other matters of Union business.

ARTICLE 7 - HEALTH AND SAFETY COMMITTEE

- 7.01 Recognizing its responsibilities under the applicable legislation, the Employer agrees to accept as members of its Occupational Health and Safety Committee, two (2) representatives and one (1) alternate selected or appointed by the Union from the bargaining unit. The Employer will pay

the costs associated with the certified training of one (1) Union Committee members to a maximum of two (2) days per year, subject to any greater rights under the *Occupational Health and Safety Act*.

- 7.02 It is agreed that the Employer, the Union and the employees shall co-operate to the fullest extent possible in the prevention of accidents, in the reasonable promotion and maintenance of safety and health of all employees and in observing all safety rules and practices.
- 7.03 The Home agrees to cooperate reasonably in providing necessary information to enable the Committee to fulfill its functions.
- 7.04 Meetings shall be held every quarter or more frequently upon agreement of the co-chairs.
- 7.05 The committee shall maintain minutes of all meetings and make the same available for review.
- 7.06 Committee members shall serve for a term of at least one (1) calendar year from date of appointment.
- 7.07 Time off for committee members to attend meetings of the Joint Health and Safety Committee shall be granted and their attendance at meetings shall be without loss of regular wages.

If a committee member attends on their own time, they will be paid at their straight time or overtime rate of pay as may be appropriate for the duration of the meeting.
- 7.08 Time off work for committee members to perform legislated functions shall be granted and shall be without loss of pay.
- 7.09 The Union is committed to obtaining the full co-operation of its membership in observing all safety rules and procedures.
- 7.10 The Employer shall ensure that the equipment, materials and protective devices as prescribed are provided.

ARTICLE 8 - NO STRIKES OR LOCKOUTS

- 8.01 The Union agrees that there shall be no strikes and the Employer agrees that there shall be no lockouts during the term of this Agreement. The meaning of the words "strike" and "lockout" shall be as defined in the *Ontario Labour Relations Act*.

ARTICLE 9 – GRIEVANCE PROCEDURE

- 9.01 A grievance under this Agreement shall be defined as any difference or dispute between the Employer and any employee relating to the interpretation, application or administration of this Agreement, including any questions as to whether the matter is arbitral and an allegation that the Agreement has been violated.
- 9.02 Stage 1
It is the mutual desire of the parties hereto that complaints of employees shall be adjusted as quickly as possible, and it is understood that an employee has no grievance until s/he has first given their immediate Supervisor the opportunity of adjusting their complaint. Such complaint shall be discussed with the immediate Supervisor within ten (10) business days of becoming aware of the grievance. Where requested, the employee may be accompanied by a Local Steward at this meeting. This meeting shall be scheduled with the manager at a mutually convenient time and not to interfere with the regular operations of the residence. If the complaint is not settled, it shall be taken up as a grievance within ten (10) business days of the discussion in the following manner and sequence:
- 9.03 Stage 2
If the grievance is not resolved at Stage 1, the grievor may submit the grievance to the General Manager, or their designee, who shall hold a meeting with the grievor and their union representative at a mutually agreeable time within ten (10) business days of receipt of the request. The General Manager shall deliver their decision in writing within ten (10) business days of the meeting. If the grievance is not resolved at Stage 2, the grievor may submit their grievance to arbitration as set out in Article 11.
- 9.04 Dismissal Grievance
A claim by an employee who has been discharged or suspended from employ, that the discharge or suspension was without just cause, shall be treated as a grievance if the written statement is lodged with the Employer within ten (10) business days of the discharge or suspension. Such grievance shall commence at Stage 2 of the grievance procedure.
- 9.05 Union /Policy Grievance
The Union may institute a grievance consisting of an allegation of a general misinterpretation of a violation by the Employer of this Agreement in writing at Stage 2 of the grievance procedure provided that it is presented within ten (10) business days after the circumstances giving rise to the grievance have originated or occurred. However, it is expressly

understood that the provisions of this clause may not be used to institute a grievance directly affecting an employee or employees which such employee or employees could themselves initiate as an individual or group grievance and the regular grievance procedure shall not be thereby bypassed.

Group Grievance

Where a number of employees have similar grievances and each employee would be entitled to grieve separately, they may present a group grievance identifying each employee and signed by each employee who is grieving to the General Manager or their designate within ten (10) business days after the circumstances giving rise to the grievance has occurred or ought reasonably to have come to the attention of the employees. The grievance shall then be treated as being initiated at Stage 2 and the applicable provisions of the Article shall then apply with respect to the processing of such grievance.

- 9.06 Time limits referred to in the grievance procedure and arbitration procedure may be extended by mutual agreement if specified in writing.
- 9.07 In this Article 9, Article 10 and Article 11, days shall include all days exclusive of Saturday, Sunday and designated holidays.
- 9.08 An employee shall have the right, upon request, to the presence of a Union Steward at any stage of the grievance procedure.

ARTICLE 10 – MEDIATION

- 10.01 With the agreement of the parties in writing, a grievance which has properly proceeded through the steps of the grievance procedure outlined in Article 9 and has been properly referred by either party to arbitration will be subject to the following mediation process:
- 10.02 The intent of this process is to provide a neutral third party, who will attempt to resolve the grievance in a timely manner to the satisfaction of both parties.

Proceedings before the mediator shall be informal. Accordingly, the rules of evidence will not apply and no record of the proceedings shall be made.

The mediator will have the authority to meet separately with either party.
- 10.03 The parties will establish a list of three (3) persons who will be asked to act, on a rotating basis, as a grievance mediator. The parties shall equally share the fees of the mediator.

- 10.04 Persons attending the mediation should be familiar with the content of the grievance(s) and must have the authority to enact a settlement.
- 10.05 Mediation will commence within twenty-one (21) business days of the grievance being submitted to mediation, or a longer period as agreed by the parties.
- 10.06 Provided the parties agree there shall be no limit to the number of grievances submitted for mediation at a single session. There shall be no use of legal counsel or witnesses for this mediation process. Every reasonable effort will be made by both parties to exchange relevant information at least three (3) business days prior to the mediation dates.
- 10.07 Any concessions, discussions, evidence submitted or offers to settle the grievance which occur during the mediation process will not prejudice either party at arbitration should the matter not be resolved.
- 10.08 The mediation session will normally be conducted at the workplace. This may be altered at the consent of the parties. Should the mediation process occur during an employee's scheduled hours of work, they will be paid their normal rate of pay. The Employer shall pay for any loss of scheduled wages for one (1) steward to attend the mediation session
- 10.09 Any grievances resolved through the mediation process will not proceed to arbitration. Any grievance unresolved following mediation may be submitted to arbitration or withdrawn.
- 10.10 The parties shall share equally the fees and expenses of the mediator.

ARTICLE 11 – ARBITRATION

- 11.01 The Union will forward any and all grievances directly to Arbitration where the Employer has not scheduled or met at the Stage 2 of the grievance.
- (a) When either party requests that a grievance be submitted to Arbitration, the request shall be in writing addressed to the other party to this Agreement within fifteen (15) days of receipt of the last written disposition and shall contain the name of the proposed Arbitrator. The recipient of the notice shall, within business (15) business days thereafter, indicate that such an Arbitrator is acceptable or propose an alternate Arbitrator. If the parties are unable to agree upon an Arbitrator, within twenty-one (21) business days or within such time as agreed upon by the parties, then either party may request the Ministry of Labour for the Province of Ontario

to appoint an Arbitrator.

- (b) No person may be appointed as an Arbitrator who has been involved in an attempt to negotiate or settle the particular grievance concerned, unless otherwise agreed to by the parties.
- (c) Each of the parties shall pay its own expenses including pay for their own witnesses and one-half ($\frac{1}{2}$) of the expenses and fees of the Arbitrator.
- (d) The Arbitrator shall have authority only to settle disputes under the terms of this Agreement and only to interpret and apply this Agreement to the facts of the grievance(s) involved. Only grievances arising from the interpretation, application, administration or alleged violation of this Agreement including a question as to whether a matter is arbitral shall be arbitrated.
- (e) The Arbitrator shall have no power to alter, add to, subtract from, modify or amend this Agreement in order to give any decision inconsistent with it.
- (f) All agreements reached under this grievance and arbitration procedures between the Employer and its representatives and the Union and its representatives will be final and binding upon the Employer, the Union and the employee(s) involved.
- (g) At any stage of the grievance procedure, including Arbitration, the parties may have the assistance of the employee (or employees) concerned as a witness. All reasonable arrangements will be made to permit the conferring parties or the Arbitrator to have access to any part of the Home to view any working conditions which may be relevant to the settlement of the grievance, at a reasonable time and so as not to interfere with the function of the Home.

11.02 Employees who are summoned or subpoenaed and whose attendance is required at arbitration hearings shall receive permission to be absent from work without pay.

11.03 Board of Arbitration

Either party may elect to have a Board of Arbitration constituted to hear the grievance. In such cases, each party shall advise the other of its nominee to the Board and the nominees so appointed shall select a Chairperson.

All other provisions of this Article related to the sole Arbitration will apply to the Board of Arbitration.

ARTICLE 12 - PERSONNEL FILES

- 12.01 Having provided a written request to the General Manager or designate at least one (1) week in advance, an employee shall be entitled to view their personnel file in the presence of a supervisor at a mutually convenient time.
- 12.02 A copy of each performance appraisal shall be given to an employee and a copy shall be placed on their file.
- 12.03 Letters of discipline will be removed from the employee file after eighteen (18) months from the date of the discipline provided the employee has no further discipline of a similar nature or unless reversed by Arbitration or by settlement.

Any incident of Resident Abuse shall form part of the permanent record unless reversed by arbitration or by settlement.

An employee is entitled to place a written response to letters of counseling on their file. All letters of counselling shall be removed from an employee's personnel file after eighteen (18) months from the date of counsel.

ARTICLE 13 - SENIORITY

- 13.01 Seniority is defined as the length of service in the bargaining unit for all employees and shall include service with the Home prior to the certification on recognition of the Union.
- 13.02 Employees shall accumulate seniority on the basis of regular hours worked since last date of hire.
- 13.03 Seniority lists will be maintained and posted on the Union bulletin boards. The list shall be updated in January and July of each year and a copy of each list shall be supplied to the Union at the time of initial posting and subsequent revision. Seniority lists provided to the union shall include the employment status of all employees (FT, PT, and Casual).
- 13.04 All employees shall be on probation until they have completed four hundred and fifty (450) hours of work. The standard of just cause for probationary employees shall be a lesser standard than for employees who have completed their probationary periods.
- 13.05 Seniority shall be retained and accumulated when an employee is absent from work under the following conditions, unless otherwise provided:

- (a) when on a leave of absence with pay;
- (b) when on an approved leave of absence without pay, not exceeding thirty (30) continuous calendar days;
- (c) when on sick leave and in receipt of EI sick leave benefits under the collective agreement;
- (d) when in receipt of Workplace Accidental Insurance (WSIB). The Employer will notify the Union, in writing, of any changes to the plan.
- (e) when on pregnancy, parental or adoption leave;
- (f) when on "family medical leave" as defined under the *Employment Standards Act*.

Note: This clause shall be interpreted in a manner consistent with the *Ontario Human Rights Code*.

13.06 Seniority shall be retained but not accumulated when an employee is absent from work under the following conditions, unless otherwise provided:

- (a) when on approved leave of absence without pay, after thirty (30) continuous calendar days;
- (b) while on layoff.

13.07 Loss of Seniority and Termination of Employment

An employee shall lose all seniority and their employment shall be deemed to be terminated if the employee:

- (a) resigns, retires or is discharged for just cause (and the discharge is not reversed through the grievance/arbitration procedure);
- (b) fails to report for work as scheduled at the expiration of a leave of absence unless a reason satisfactory to the Employer is given;
- (c) fails to notify the Employer of their intention to return to work from layoff within three (3) working days of being notified to do so by registered mail to the employee's last address on record with the Employer and fails to report for work within ten (10) working days after the issuance of the notice;

- (d) is absent from work without a reasonable excuse for three (3) consecutive days for which the employee is scheduled to work;
- (e) is laid off for a period in excess of twenty-four (24) months;
- (f) uses a leave of absence for a purpose other than that for which it was granted,
- (g) they are a part-time or casual employee and does not provide scheduling availability for three (3) consecutive calendar months or has not worked for three (3) consecutive calendar months and is not on an approved leave of absence as per the express provisions of this Agreement.

13.08 It shall be the responsibility of the employee to keep the Employer informed of the employee's current address. If any employee fails to do this, the Employer will not be responsible for a failure of a notice to reach an employee.

13.09 The parties will abide by the *Ontario Human Rights Code*.

ARTICLE 14 - POSTING AND FILLING OF VACANCIES

14.01 In the event new jobs are created or vacancies exist in existing job classifications within the bargaining unit, the Employer will post such new jobs or vacancies for a period of seven (7) calendar days and shall stipulate the qualifications, classification, rate and department concerned before new employees are hired, in order to allow employees with seniority to apply.

The Employer agrees to provide the Union with a copy of each posting and the name of the successful applicant.

14.02 All applications received in writing prior to the end of the posting period will be considered. In the event one (1) or more employees apply, the Employer shall consider the qualifications, experience, ability and seniority of the applicants. Where these factors are equal, the applicant with the most seniority shall fill the vacancy.

14.03 Trial Period

In matters of promotion and staff transfer, a successful bargaining unit applicant shall be allowed a trial period of up to thirty (30) days during which the Employer will determine if the employee can satisfactorily perform the job. Within this period, the employee may voluntarily return or be returned by the Employer to the position formerly occupied, without

loss of seniority. Should the employee return or be returned to their former position, the filling of subsequent vacancies will be reversed.

14.04 No external application will be considered until the internal process is exhausted.

14.05 Any temporary vacancy with an anticipated duration of three (3) months or more will be posted for five (5) working days. The Employer will outline to the employee selected to fill the vacancy, the anticipated conditions and duration of such vacancy.

An employee returning from a leave of absence shall have the right to return to their former position. A temporary assignment may be cancelled with two (2) weeks written notice by either the Employer or the employee selected to fill the position or the temporary vacancy will end upon return of the absent employee.

In instances where an employee returns to work prior to the estimated date of return, the Employer shall not be liable for payments to the resulting displaced employee. As much notice as possible will be given to the affected employee.

Part-time employees who fill temporary full-time positions shall continue to be treated for all purposes as part-time employees.

14.06 An employee assigned to fill a temporary vacancy shall be paid at their current wage rate or the start rate in the classification whichever is greater for all time spent in the temporary assignment. The employee shall progress to the next wage rate in the temporary classification upon completion of the amount of time or hours specified in Schedule A-Wages.

14.07 The trial period provided in 14.03 shall not apply in the case of temporary positions.

14.08 In filling such temporary vacancies, the same selection criteria as outlined in Article 14.02 will be used.

14.09 Employees hired from outside to fill a temporary vacancy will not accrue seniority during the filling of such vacancy. If such employees successfully post into a permanent position within the bargaining unit prior to the end of the temporary vacancy, they will be credited with seniority from their last date of hire. The release or discharge of such employee at the completion of the temporary vacancy, or as noted in Article 14.05, shall not be made the subject of a grievance under this Collective Agreement.

14.10 Transfer out of Bargaining Unit

- (a) No employee shall be transferred to a position outside this bargaining unit without their consent.
- (b) An employee who is transferred to a position outside of the bargaining unit for a period of not more than one (1) year shall retain, but not accumulate, their seniority held at the time of the transfer. In the event the employee is returned to a position in the bargaining unit, they shall be credited with seniority held at the time of transfer and resume accumulation from the date of their return to the bargaining unit. It is understood that an employee may decline such offer to transfer.
- (c) In the event that an employee is transferred to a position outside of the bargaining unit for a period in excess of one (1) year, they will lose all seniority held at the time of transfer. In the event the employee is returned to a position in the bargaining unit, the employee's seniority will accrue from the date of their return to the bargaining unit.

ARTICLE 15 - JOB SECURITY LAYOFF AND RECALL

15.01 In the event of a proposed lay-off of a permanent or long term nature affecting full time or regular part time employees, the Employer will provide the Union with at least thirty (30) days' notice. This notice is not in addition to required notice for individual employees.

In the event of a lay-off of a permanent or long term nature affecting full time or regular part time employees, the Employer will provide affected employees with notice in accordance with the *Employment Standards Act*.

15.02 Employees with the least seniority within the classification in which the lay-off takes place shall be laid off first, provided that the employees who remain on the job have the skills to perform the work. For the sole purpose of determining the least senior employees the parties agree to combine the seniority lists.

15.03 In the event of a layoff of a permanent or long term nature, affecting full time or regular part-time employees, the Employer agrees to meet with the Union, to discuss:

- the reasons causing the layoff;
- the services the Employer will undertake after the layoff;
- alternatives to layoff;

- the method of implementation; and
- ways the Employer can assist employees to find alternative employment.

15.04 A copy of any notice of layoff to an employee will be provided to the Union at the same time.

15.05 A full time or regular part-time employee who is subject to layoff shall have the right to either:

- (a) accept the layoff;
- (b) displace the least senior person in the bargaining unit in a lower or identical paying classification for which they are qualified, and can perform the duties of the lower or identical paying classification without training other than orientation;
- (c) accept a vacancy in an identical or lower paying classification for which they are qualified.

Clarity Note: an identical paying classification shall include any classification where the straight time hourly wage rate at the level of service corresponding to that of the laid off employee is within one percent (1%) of the laid off employee's straight time hourly wage rate.

15.06 Resignation
A full time or regular part-time employee who receives notice of a permanent lay-off may choose to provide fifteen (15) days written notice of resignation to the Employer, or receive equivalent pay in lieu of notice at the discretion of the Employer.

15.07 In the event of a layoff of a full-time employee, provided the employee deposits with the Employer their share of insured benefits for the succeeding month (save for short term disability for which an employee on layoff is not eligible), the Employer shall pay its share of the insured benefits premium for a period of sixty (60) days from the end of the month in which the layoff occurs, or until the laid off employee is employed elsewhere whichever comes first.

15.08 Employees on layoff shall be given preference for temporary vacancies which are expected to exceed twenty (20) days of work. An employee who is recalled to such temporary vacancy shall not be required to accept such recall and may instead remain on lay off.

At the time of layoff, the employee will identify the desire to be on the call back list. The EERC will determine the parameters of the call back list.

- 15.09 Recall
Employees who are laid off shall be placed on a recall list and shall retain, but not accrue seniority for twenty-four (24) months.
- 15.10 An employee shall have the opportunity of recall from a layoff to an available opening, in order of seniority, provided they have the skills to perform the work.
- It is the sole responsibility of the employee who has been laid off to notify the Employer of their intention to return to work within three (3) working days after being notified to do so by registered mail, addressed to the last address on record with the Employer and return to work within seven (7) working days of being notified. The notification shall state the job to which the employee is eligible to be recalled and the date and time at which the employee shall report for work. The employee is solely responsible for their proper address being on record with the Employer.
- 15.11 An employee recalled to work in a different classification from which they were laid off shall have the privilege of returning to the classification in which they worked prior to the lay-off should work in that classification become vacant within nine (9) months of being recalled.
- 15.12 No new employees shall be hired until all those laid off have been given an opportunity to return to work and have failed to do so, in accordance with the loss of seniority provision, or have been found unable to perform the work available.
- 15.13 The Employer agrees that no bargaining unit employee shall be laid off as a result of the Employer's participation in Federal, Provincial or Municipal Wage Assisted/Workfare or other government programs.
- 15.14 No Contracting Out
The Employer shall not contract out any work usually performed by members of the bargaining unit if, as a result of such contracting out, a layoff of any employee or reduction in hours of any employee results from such contracting out.
- 15.15 Work of the Bargaining Unit
Except in cases of emergency or for purposes of instruction or in circumstances where employees covered by this Collective Agreement are not readily available, the Employer shall not assign non-bargaining unit employees or volunteers to perform duties normally performed by bargaining unit employees.

15.16 Agency Staff

The use of Agency staff to fill in for sickness, vacation, and other absences covered by this collective agreement will only be used as a last measure after all employees have been canvassed and offered the shift and rejected the offer. Agency staff are not employees of the Employer and will not be covered under the terms of this Collective Agreement. This clause would not include private agency staff hired by the resident or the resident's family.

ARTICLE 16 - LEAVES OF ABSENCE

16.01 Subject to the terms of the benefits plan, and except as amended below, an employee shall be allowed to continue enrollment in all benefit plans provided the employee provides the Employer with the full premium cost of such benefits in advance of the leave.

16.02 Personal Leave

The Employer may grant a leave of absence without pay or benefits for personal reasons which leave shall not be unreasonably denied provided that such leaves will not unduly affect the proper operation of the Employer. An employee requesting a leave of absence shall make application in writing to the General Manager or designate at least one (1) month in advance of such leave and the applicant for the leave of absence shall be notified in writing within one (1) week of the application.

The foregoing procedure shall not apply to legitimate personal emergencies which could not be arranged in advance, provided the supervisor is notified prior to leaving.

16.03 Union Leaves

(a) Local Union Leave

The Employer shall grant leaves of absence to employees to attend Union conventions, seminars, education classes or other Union business. The Union agrees that such leaves will not unduly affect the proper operation of the Employer.

In requesting such leaves of absence, the Union must give three (3) weeks' notice to the Employer to be confirmed by the Union in writing. Whenever possible the Union shall give more notice.

The total Union leave days for the bargaining unit under this Article shall not exceed thirty (30) days in a calendar year.

During such leaves of absence the employee's salary and benefits shall be maintained by the Employer (if the employee was scheduled to work on such days) as per Article 6.09 (Union Bill Back).

- (b) Union President, First Vice President or Executive Board Leave
When an employee is elected as the Union's President or First Vice President (provincially), the Union will immediately following such election advise the Employer of the name of the employee so elected. Leave of absence shall be for the duration of the current term of office. The Union shall reimburse the Employer the amounts paid on behalf of the employee, including pay and benefits.

When an employee is elected or appointed as an Executive Board member or Executive Officer of the Union, such employee shall be granted leave of absence for the time off required to exercise the duties of such appointment. The employee will provide notice to the Employer as outlined in Article 16.02 (a). Only one (1) employee from the Employer will be permitted to be absent under this Article. The Union shall reimburse the Employer the amounts paid on behalf of the employee, including pay and benefits.

In addition, for leaves under Article 16.02 (b), seniority will continue to accrue.

16.04 Mandatory Courses Leave

- (a) The Employer may grant a leave of absence without pay for an employee to upgrade employment qualifications. The Employer shall receive at least thirty (30) days notice in writing unless impossible provided that such leave may be arranged without unduly affecting the proper operation of the Employer.
- (b) Employees will not be expected to find their own replacement when attending this type of leave, unless agreed to by the parties.

16.05 Bereavement Leave

- (a) Upon the death of an employee's spouse (to include same sex partner) child or stepchild, mother, father, step-parents, legal guardian an employee shall be granted leave of five (5) days without loss of pay,
- (b) Upon the death of an employee's, brother, sister, mother-in-law, father-in-law, brother-in-law, sister-in-law, grandparents,

grandchildren, son-in-law or daughter-in-law the employee shall be granted leave of three (3) days without loss of pay.

- (c) Upon the death of an employee's aunt or uncle, the employee shall be granted leave of one (1) day off with pay to attend the funeral/service.
- (d) In-laws shall include the relatives of spouses as defined herein. Common-law as defined by the *Family Act*.
- (e) In the event of a spring internment or memorial service, an employee may save one (1) of the days identified above without loss of pay to attend the internment or memorial service.
- (f) Bereavement leave will be extended by two (2) additional days without pay if travel in excess of three hundred and twenty (320) kilometres one way from the employee's residence is necessary for the purpose of attending the funeral or service.
- (g) Where an employee suffers a bereavement during a period of scheduled vacation, they may request that bereavement leave be substituted for vacation and such bereavement leave shall be governed by the provisions of this clause.

16.06 Jury Duty and Witness Leave

If an employee is required to serve as:

- (i) a juror in any court of law, or
- (ii) is required to attend as a witness in a court proceeding in which the Crown is a party, or
- (iii) is required by subpoena to attend a court of law, or
- (iv) a coroner's inquest in connection with a case arising from the employee's duties at the Home,

the employee shall not lose regular pay from scheduled hours of work because of such attendance, and the employee 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 they will be required to attend court;
- (b) presents proof of service requiring the employee's attendance; and
- (c) deposits with the Employer the full amount of compensation received, excluding mileage, traveling and meal allowance, and an official receipt thereof.

Pregnancy, Adoption and Parental Leaves(a) Pregnancy Leave

- (i) Pregnancy leave will be provided in accordance with the *Employment Standards Act*, except where amended in this provision.
- (ii) The employee shall furnish the Employer with the Certificate of a legally qualified medical practitioner stating the expected birth date at least two (2) weeks in advance of the date of commencement of such leave.
- (iii) The Employer shall continue to make the Employer's contribution to benefit premium costs under Article 20 – Benefits, for the duration of the leave as per the *Employment Standards Act, 2000*, unless the employee gives the Employer written notice that they do not intend to pay their contributions. Any coverage shall be in accordance with the policies of the Plan carrier(s).

(b) Parental Leave

- (i) Parental leave will be granted in accordance with the provisions of the *Employment Standards Act* as amended from time to time, except where amended in this provision;
- (ii) An employee must provide the Employer with at least four (4) weeks' written notice before beginning a parental leave.
- (iii) The Employer shall continue to make the Employer's contribution to benefit premium costs for the employee's existing benefit coverage under Article 20 – Benefits, for the duration of the leave as per the *Employment Standards Act, 2000*, unless the employee gives the Employer written notice that they do not intend to pay their contribution. Any coverage shall be in accordance with the policies of the Plan carrier(s).
- (iv) Seniority, service, including service for vacation entitlement continue to accrue during pregnancy and parental leave.
- (v) An employee who intends to resume their employment on the expiration of the leave of absence granted under this

Article shall so advise the Employer when they request the leave of absence.

If an employee returns to work at the expiry of the pregnancy or parental leave, and the employee's position still exists, the employee will be returned to their former job and former shift if designated or to a comparable position if their original position does not exist.

16.08 Family Medical Leave

Family Medical Leave will be granted in accordance with the provisions of the *Employment Standards Act*. The Employer may request a certificate issued by a qualified health practitioner.

16.09 Family Obligation Leave

The Employer will grant up to twelve (12) weeks unpaid leave within a one (1) year period for serious illness or accident of child or loved one. The Employer may request a certificate issued by a qualified health practitioner.

ARTICLE 17 – HOURS OF WORK, OVERTIME AND SHIFT PREMIUM

- 17.01 (a) The regular hours of work for a full-time employee shall be based on the employee's job classification as set out in Schedule "A" - Wages and shall be:

Seven and one half (7.5) hours per day and thirty-seven and one-half (37.5) hours per week, but may be averaged over a two (2) week period so that full time employees regularly work at seventy-five (75) hours in a two (2) week period. Each workday shall include an unpaid lunch period of thirty (30) minutes. Employees shall receive a paid lunch of thirty (30) minutes, when directed by the Employer that they cannot leave the building while on their meal break time.

Should an employee be recalled to duty for an emergency during their meal time, additional time shall be provided later in the shift.

Part-time and Casual staff shall provide availability (or changes to previously submitted availability) four (4) weeks in advance of a schedule being posted. The Employer will consider late submissions made up to the date of posting where possible. Such request shall not be unreasonably denied.

If availability is provided for a permanent line, does not require resubmission for every schedule – only if availability changes.

- (b) Notwithstanding Article 17.01 (a) above, the Employer does not guarantee any hours of work per day or days of work per week with respect to any employee covered by this Agreement.

- 17.02
 - (a) The Employer will post shift schedules for full-time and part-time staff covering a minimum of a four (4) week period at least two (2) weeks in advance. The schedule will be readily available to all staff twenty-four (24) hours per day
 - (b) After the schedule is posted and if notice of a change in the posted schedule is not given to the full time or regular part time employee within thirty-six (36) hours of starting time of the shift as originally scheduled, the employee shall be paid time and one half (1½) for the hours worked on the changed shift for which they do not receive thirty-six (36) hours' notice. Messages left will count as notice and witnessed calls to a phone that does not have voice mail.

- 17.03 Full-time and regular part-time employees will have twelve (12) consecutive hours off between scheduled shifts. If an employee is scheduled such that there is less than twelve (12) consecutive hours off between shifts, the employee will be paid one and one-half (1½) times their regular hourly rate for the number of hours difference between twelve (12) and the actual number of consecutive hours scheduled off.

- 17.04 Matters of significant schedule changes will be the subject of discussion by either party at the Employee Relations Committee.

- 17.05 Shift Changes

A request by an employee for a change of scheduled hours must be submitted in writing and co-signed by the employee willing to exchange the scheduled shift and submitted no later than thirty-six (36) hours in advance. All such changes must have the prior approval of the immediate Supervisor or designate. Such changes initiated by the employee will not result in additional cost to the Employer.

- 17.06 Additional hours and Call-ins distribution

The employer will distribute additional scheduled hours and call-in hours at regular straight time pay, as follows:

To part-time staff within the same classification, by stated availability and then seniority, up to the maximum 75 hours/pay period,

To part-time staff with dual classifications, by stated availability and then seniority, up to the maximum 75 hours/pay period,

To casual staff within the same classification, by stated availability and then seniority, up to the maximum 75 hours/pay period,

To casual staff with dual classifications, by stated availability and then seniority, up to the maximum 75 hours/pay period.

In the event no part-time or casual staff are available for the additional hours or call-in, overtime will be offered to full-time staff within the same classification, by seniority.

17.07 Authorized overtime will be paid for all hours in excess of the hours of work identified in Article 17.01.

Employees shall be paid time and one half when working in excess of their daily scheduled hours.

In addition, authorized daily overtime will be calculated to the nearest quarter hour. Overtime will be paid at the rate of time and one-half (1½) based on the employee's regular rate.

17.08 Rest Periods
Employees will be allowed breaks within the shift without reduction in pay and without increasing the regular working hours as follows:

<u>Shift length</u>	<u>Breaks</u>
• 3.5 hours, and up to and including 6 hours	one 15 minute break
• More than 6 hours	two 15 minute breaks

Should an employee be required to work overtime in excess of three (3) hours, such employee shall be provided a paid rest period of fifteen (15) minutes prior to the commencement of the overtime shift.

17.09 Reporting Pay
An employee who is scheduled and who reports for work shall, if their regular job is not available, receive a minimum of four (4) hours' work or four (4) hours' pay at their regular rate.

17.10 Shift Premiums
(a) (i) Nights - 2300 to 0700 hrs
Employees scheduled to work where the majority of hours are scheduled between 2300 and 0700 shall receive an overnight shift premium of fifty (\$0.50) cents per hour for the entire shift.

(ii) Weekend Premium

Effective three (3) full pay periods following ratification, the employer will introduce a weekend premium of fifteen (\$0.15) cents per hour for all hours worked start of the shift commencing on or about 2300 hours Friday, and the end of the shift ending on or about 2300 hours Sunday.

(b) Responsibility Pay

When an employee is assigned to carryout any additional responsibilities of their manager, the employee shall receive a premium of two dollars (\$2.00) per hour worked.

Note: the introduction of the Weekend Premium is effective three (3) full pay periods following release of the award.

17.11 Shift premium shall not be considered a part of an employee's basic hourly rate.

17.12 Day Light Savings Time

Employees shall be paid for the actual hours worked on these days.

17.13 Where there are errors or corrections to employee payroll equal or greater than 7.5 hours, the Employer shall correct the issue and make payment to the employee within the same pay period, issuing an additional cheque if necessary. Corrections of less than 7.5 hours shall be corrected on the next pay period.

ARTICLE 18 - PAID HOLIDAYS

18.01 (a) The paid holidays recognized by the Employer will be as follows:

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

(b) Float Day

A full time non probationary employee shall be entitled to one (1) paid float day from scheduled work per calendar year. Such leave shall be prorated during the employee's first year. These days will be used by employees to assist them in managing appointments or personal obligations. Unused float days may not be carried over from year to year. Unused float days shall have no cash value and

therefore, no payment shall be made to an employee whose employment terminates at a time when they have unused float days remaining to their credit.

Part-time non-probationary employees are to be entitled to one (1) paid float day per year, like full-time non-probationary employees.

- 18.02 If any of the above holidays fall or are observed during a full-time employee's vacation or scheduled day off, the employee shall receive another day off with pay. Such day off will be arranged as noted in Article 18.03 (a).
- 18.03
- (a) A full-time employee required to work on any of the above mentioned holidays shall be paid for all work performed at one and one-half (1½) times the regular hourly rate for all normal hours of work on that day and shall receive another day off with pay in lieu of the holiday to be scheduled at a time mutually agreed between the employee and the Employer within sixty (60) days following the holiday. Failing mutual agreement the employee shall be paid straight time for the lieu day.
 - (b) A part time employee required to work on any of the above mentioned holidays shall receive one and one-half (1½) times their regular rate of pay for all hours worked on the paid holiday plus holiday pay as calculated in the *Employment Standards Act*.
 - (c) When an employee regularly observes a religious observance day other than the statutory holidays, arrangement may be made at the discretion of the General Manager to enable the employee to observe each holiday.
 - (d) Should a paid holiday fall on an employee's scheduled day off the employee can choose to get paid out for the holiday or take another day off with pay. The Employee choosing to exercise the day off with pay option must notify the employer in writing in advance of the holiday. In order to schedule a day off the employee must request the day off as per the scheduling guidelines. The scheduled time off must be taken within sixty (60) days or as mutually agreed. Failing mutual agreement the employee shall be paid out.
- 18.04 In order to be entitled to payment for statutory holidays, an employee must have worked their full scheduled working day immediately preceding the statutory holiday and full scheduled working day immediately following the holiday unless:
- (a) absent on vacation;

- (b) absent on either of those days and such absence is authorized by the Employer or a medical certificate issued by a qualified physician is presented to the Employer.
- (c) when an employee is scheduled to work on a paid holiday and does not work, the employee shall not be paid for the holiday unless excused in writing by the Employer

18.05 Employees shall be paid for the actual hours worked on these days.

18.06 Christmas/New Year's Scheduling

- (a) Employees will be assigned to work either on 25th of December or January 1st, but not both these holidays unless requested by the employee. The Home reserves the right to change an employee's regular scheduled days off in order to ensure compliance with this endeavour. However employees who may wish to work Christmas Day and New Year's Day will make their requests known to their Supervisor.
- (b) The Employer will post a list no later than October 15th allowing each employee to indicate their preference. The General Manager or designate will post the approved list no later than November 15th, taking into consideration the efficient operation of the Home.

18.07 When a schedule contains a holiday as identified in Article 18.01 (a), the employer shall canvass the staff in order of seniority and where no staff accept the shift, the employer shall schedule the least senior staff first.

ARTICLE 19 - VACATION

19.01 Full-time employees working for the Employer shall be entitled to vacation computed on the following basis and calculated as of the individual employee's anniversary date in each year:

Less than 1 year	1 day per month	4%
1 year or more	2 weeks	4%
5 years or more	3 weeks	6%
10 years or more	4 weeks	8%

19.02 The Employer will consider special requests for carry-over of vacation up to thirty-seven and one half (37.5) hours. Such requests shall not be unreasonably denied.

19.03 Vacation will not normally be granted between December 20 - January 5.

19.04 Employees shall submit requests for vacation at least two (2) weeks prior to the schedule being posted. Requests within the two (2) week period may be considered on an individual basis.

The Employer shall schedule vacations in accordance with the following guidelines:

- (a) The time of vacation for each employee each year will be mutually arranged between the employees and the Employer, taking into account adequate coverage and proper care of the operations;
- (b) If there is a dispute over a vacation date between employees, seniority of an employee shall be the governing factor.
- (c) Full-time employees may schedule up to one (1) of their vacation weeks in one (1) day increments with the approval of the Employer and shall be paid for said time off provided the employee has enough credits in their vacation account. It is understood that this shall not result in the employee receiving more vacation pay than if they had used a full week.

19.05 When an employee's vacation is interrupted due to illness or an employee is ill immediately prior to a scheduled vacation period and such illness requires:

- (a) the employee to be an in-patient in a hospital, or;
- (b) the employee to convalesce following hospitalization, or;
- (c) the employee is receiving home care by an Agency prescribed by the employee's physician following hospitalization,

The period of time referenced in (a), (b) and (c) shall be considered sick leave and will not be counted against their vacation credits.

Vacation time deferred shall be taken at a later mutually agreeable date provided

19.06 Part Time Employees

Part-time employees shall be paid vacation on the following basis:

- (a) four (4%) percent for employees with less than 9750 hours of seniority,
- (b) six (6%) percent after 9750 hour of seniority
- (c) eight (8%) after 19500 hours of seniority.

Vacation pay shall be paid to all part-time employees when they actually request their vacation time. Employees with vacation pay left in their vacation banks shall be paid out the remaining balance the first pay in January of each year.

- 19.07 Upon the cessation of the employment relationship all employees shall receive a payout of any vacation pay owing and accrued to the date of termination pursuant to these provisions.

ARTICLE 20 - EMPLOYEE BENEFITS

- 20.01 The Employer agrees to pay fifty-five percent (55%) of the premiums and employees agree to pay forty-five percent (45%) of the premiums for the following employee benefits;

- 6 month waiting period, must work a minimum of 25 hours per week

Extended Health

- Drugs-20%/80% co-insurance
- Paramedical-\$500.00 per practitioner (licensed speech therapist, massage therapist, chiropractor, osteopath, chiropodist/podiatrist, physiotherapist, acupuncturist, naturopath, audiologist, occupational therapist, homeopath, orthotherapist, kinesiotherapist) there is a maximum of \$750.00 /calendar year
- Private Duty Nursing \$300.00 per day to a maximum of \$10,000 per year
- Orthopedic Footwear-2 per year
- Speech Aids-\$500 in a lifetime
- Hearing Aids-\$600 in 48 consecutive months

Life Insurance

Dependent Life Insurance

Accidental Death and Dismemberment

Long Term Disability

Dental

Vision Care (frames, lenses, contacts) \$300 per 24 months.

- 20.02 Change of Carrier

The Employer may substitute another carrier for any of the foregoing plans provided that the level of benefits remains the same or better. The Employer will advise the Union in writing of any change in carrier or underwriter at least thirty (30) days prior to implementing the change.

20.03 Benefits on Sick Leave

The Employer shall continue to pay the Employer portion of the benefit premiums while an employee is on sick leave, in receipt of EI benefits for sick leave or in receipt of LTD payments, provided the employee makes arrangements to pay the employee portion of the premiums in advance of the premium due date.

20.04 The EERC will meet to determine viability and costs for part-time opt-in to benefits. This will include options for full coverage as per full time benefits, as well as reduced options. The parties will endeavour to complete this process within one (1) year, or if not possible by end of contract date of November 30, 2016.

20.05 Employees who are absent from work will be subject to the following restrictions on their continued eligibility for entitlement to benefits:

- (i) Employees on a leave as covered by the *Employment Standards Act (2000)* shall continue to receive any and all benefits for the duration of the leave as provided for under the *Employment Standards Act (2000)* provided the employee continues to make any contributions regularly required by the details of the benefit plan.
- (ii) Employees on a leave as provided for under the Long Term Disability plans shall continue to receive any and all benefits for the duration of the leave as approved by the Insurance Carrier for a period up to, but not to exceed, thirty-six (36) months from the date the leave commenced. This period may be temporarily extended in extenuating circumstance to assist the employee in their return to work. Employees on Long Term Disability will accrue paid leave entitlement such as vacation with pay and sick leave prorated to reflect the time actively at work in the applicable calendar year.
- (iii) Employees on an unpaid leave of absence as provided for under Article 20 - Employee Benefits, may continue to participate in the group benefit plan for a period of up to twelve (12) months assuming the employee pays for all premium costs associated with the group benefit plan. This continued coverage will not include entitlement to paid leave, participation in the Group Pension Plan and will be subject to the Insurance Carriers approval for benefits such as Long Term Disability and Life.

ARTICLE 21 - SICK LEAVE

- 21.01 (a) Full time and part-time employees shall earn sick credits at the rate of 7.5 hours for every 162.5 hours paid, to a maximum of seventy-five (75) hours per year for Full time and thirty (30) hours for Part time.
- (b) Sick leave may not be used for reasons other than sickness of the employee, the employee's dependent children (with whom the employee lives), or the employee's spouse (with whom the employee lives). A physician's statement will be required for absences of five (5) or more continuous sick days.
- (c) A record of unused sick credits shall be kept by the Employer, and employees shall be given an accounting upon request.
- (d) Should an employee be absent from work because of sickness for seven (7) consecutive days, the employee shall apply for Employment Insurance sick benefits and long term disability as the case may be.
- (e) The Employer agrees that it will permit the employee to make up the difference between one hundred percent (100%) of their salary and the amount of compensation s/he receives from the Employment Insurance Sick benefits or long term disability from the employee's sick, vacation and/or lieu bank(s) which has accumulated.
- 21.02 Workplace Accidental Insurance
The Employer will continue to pay the Insurance premiums for the Workplace Accidental Plan with WSIB insurance.
- 21.03 Employees receiving benefits under the workplace safety and insurance benefits will continue to accrue seniority
- 21.04 The Employer will reimburse employees for the cost of any Employer requested medical notes to a maximum of \$50.00.

ARTICLE 22 - UNIFORMS

- 22.01 Upon completion of the probationary period the Employer will provide the full allotment of uniforms as listed below:
- The uniform allotment is captured in the collective agreement as follows:

Full time – 3 uniforms annually
Part time – 2 uniforms annually
Casual – 1 uniform annually

Should the Employer delay uniforms for any employee beyond June 30th of each year, the employer will pay out a uniform allowance as follows:

\$120.00 for full time employees and \$0.06 per hour for part time employees.

ARTICLE 23 - WAGE AND CLASSIFICATION RATES

- 23.01 The wages will be as set out in Schedule A, attached to and forming part of the collective agreement.
- 23.02 An employee will automatically progress from one step to the next in the salary range for their classification as outlined in Schedule A.
- 23.03 Employees shall be paid bi-weekly, by direct deposit.
- 23.04 Employees may request from their Supervisor an update of their sick credits and vacation credits used and accrued.
- 23.05 New Classification
When a new classification (which is covered by the terms of this collective agreement) is established by the Employer, the Employer shall determine the rate of pay for such new classification and notify the Union of the same. If the Union challenges the rate, it shall have the right to request a meeting with the Employer to endeavor 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:
- (a) 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 (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 classification.
 - (b) When the Employer makes a substantial change in the job content of an existing classification, the Employer will meet with the Union to permit the Union to make representation with respect to the

appropriate rate of pay, and the process for training for the new position and upgrading of existing employees. If the matter is not resolved following the meeting with the Union the matter may be referred to arbitration as provided in the agreement within fifteen (15) days of such meeting. The decision of the 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 classification.

The parties further agree that any change mutually agreed to or awarded as a result of arbitration shall be retroactive only to the date that the Employer made the change to the classification.

ARTICLE 24 – RETIREMENT SAVINGS PLAN

- 24.01 All employees shall be entitled to make a voluntary payment of two percent (2%) of their income towards a self-directed RRSP Plan, which the employer shall match.

ARTICLE 25 - GENERAL PROVISIONS

- 25.01 Mandatory Training and Mandatory Meetings and Staff Meetings
Employees will be paid their regular rate of pay of pay for attendance at all mandatory training, mandatory meetings and staff meetings. Staff meetings on an employee's own time are not considered mandatory. Such requests will not be unreasonably withheld.

ARTICLE 26 - DURATION

- 26.01 This agreement shall continue in effect from November 28th, 2023 until November 27th, 2026 and shall continue automatically thereafter during annual periods of one (1) year, unless either party notifies the other in writing within ninety (90) days prior to the expiration date, that it desires to amend or terminate this Agreement.
- 26.02 On receipt of such notice by either party, the two (2) parties shall meet and bargain in good faith to reach a renewal agreement.
- 26.03 If, pursuant to such negotiations, an agreement on the renewal or amendment of this Agreement is not reached prior to the current expiry date, this Agreement shall automatically be extended until consummation of a new Agreement or completion of the proceedings prescribed under

the *Ontario Labour Relations Act* as amended, and the *Hospital Labour Disputes Arbitration Act*, as amended, whichever should first occur.

Signed at _____, Ontario, this _____ day of _____, 2026.

LE8003 WC Operating (Ontario-1) LP
operating as Royalcliffe Retirement
Residence:

For the Ontario Public Service
Employees Union:

SCHEDULE A - WAGES

Wages are to increase as follows:

- Effective and retroactive November 28, 2023 – 3.5% general wage increase to all classifications.

Effective and retroactive to October 1, 2024, to address the impacts of the minimum wage adjustment to \$17.20 per hour.

- Effective and retroactive to November 28, 2024 – 3.5% general wage increase to all classifications.
- Effective November 28, 2025 – 3.5% general wage increase to all classifications plus:
 - \$0.25 increase to the step of 2nd, 3rd, and 4th step on the wage grid for the Dishwasher, Server, HSKP, Concierge, Maintenance and Driver classifications
 - \$0.50 increase to all steps of the wage grid for PSW
 - \$0.50 to the last step of Cook classifications.

Job Classification	Step Name (as per CA)	28-Nov-22 Expired Rate	28-Nov-23 3.5% GWI	28-Nov-24 3.5% GWI	28-Nov-25 Special Case Adj.	28-Nov-25 3.5% GWI
RPN	Start	24.37	25.22	26.11		27.02
	975	25.61	26.51	27.43		28.39
	1950	26.38	27.30	28.26		29.25
	2925	27.18	28.13	29.12		30.13
Cook	Start	19.35	20.03	20.73		21.45
	975	20.33	21.04	21.78		22.54
	1950	20.95	21.68	22.44		23.23
	2925	21.56	22.31	23.10	0.50	24.40
UCP	Start	17.16	19.76	20.38		21.53
	975	18.03	20.66	21.31		22.49
	1950	18.57	21.22	21.89		23.09
	2925	19.13	21.80	22.49		23.71
PSW	Start	17.16	17.76	18.38	0.50	19.53
	975	18.03	18.66	19.31	0.50	20.49
	1950	18.57	19.22	19.89	0.50	21.09
	2925	19.13	19.80	20.49	0.50	21.71
Dishwasher/ Server/HSKP	Start	16.13	17.13	17.80		18.43
	975	16.40	17.13	17.80	0.25	18.68
	1950	16.73	17.32	17.92	0.25	18.80
	2925	17.06	17.66	18.28	0.25	19.16
Concierge	Start	16.13	17.13	17.80		18.43
	975	16.40	17.13	17.80	0.25	18.68
	1950	16.73	17.32	17.92	0.25	18.80
	2925	17.06	17.66	18.28	0.25	19.16
Driver	Start	16.33	17.13	17.80		18.43
	975	16.79	17.38	17.99	0.25	18.87
	1950	16.97	17.56	18.18	0.25	19.06
	2925	17.45	18.06	18.69	0.25	19.60
Maintenance	Start	16.19	17.13	17.80		18.43
	975	17.01	17.61	18.22	0.25	19.11
	1950	17.52	18.13	18.77	0.25	19.67
	2925	18.05	18.68	19.34	0.25	20.27

□

Retroactivity:

Increases to the salary schedule shall be retroactive to the effective date of the Collective Agreement and shall be payable to all current and previous employees, effective February 1, 2025.

Any employee who has left the employ of the Employer is to be notified in writing at their last known address within thirty (30) days. The employee has thirty (30) days to respond to the Employer.

Letter of Understanding #1

Between

**LE8003 WC Operating (Ontario-1) LP operating as
Royalcliffe Retirement Residence**

and

Ontario Public Service Employees Union Local 166

The Employer recognizes that employees sometimes face situations of violence or abuse in their personal life that may affect their attendance and performance.

Workers experiencing domestic violence will, upon presentation of supporting documentation which will be treated as confidential as per the note below be able to access up to three (3) days of their sick leave, if available, for attendance at medical appointments, legal proceedings and any other necessary activities. This leave will be in conjunction with existing leave entitlements and may be taken as consecutive or single days or as a fraction of a day, upon approval. Employees that have exhausted their sick leave can utilize their vacation time or will be provided with time off without pay.

The Employer will consider reasonable requests for accommodations and creation of safety plans from any employee experiencing family violence.

Note: The employee and the Employer will only disclose relevant information on a “need to know” basis to protect confidentiality while ensuring workplace safety.

Signed at _____, Ontario, this _____ day of _____, 2026.

For LE8003 WC Operating (Ontario-1)
LP operating as Royalcliffe Retirement
Residence:

For the Ontario Public Service
Employees Union:

Letter of Understanding #2

Between

**LE8003 WC Operating (Ontario-1) LP operating as
Royalcliffe Retirement Residence**

and

Ontario Public Service Employees Union Local 166

Re: Local Union Office

The Employer shall provide an office space for the Local Union representatives. This space will be accessible only to the Unit Stewards for the purpose of maintaining Local records, or performing Local duties such as meeting with members regarding grievances and complaints.

Signed at _____, Ontario, this _____ day of _____, 2026.

For LE8003 WC Operating (Ontario-1)
LP operating as Royalcliffe Retirement
Residence:

For the Ontario Public Service
Employees Union:

