

COLLECTIVE AGREEMENT

between

**EMBASSY WEST SENIOR LIVING
(the “Employer”)**

and

**CANADIAN UNION OF PUBLIC
EMPLOYEES and its LOCAL 503
(the “Union”)**

AUGUST 9, 2020 TO AUGUST 8, 2022

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PREAMBLE

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

To maintain and improve harmonious relations and settled conditions of employment between the Employer and the Union and its employees;

To recognize the mutual value of joint discussions in all matters pertaining to working conditions, employment, and resident services; .

To provide orderly collective bargaining relations and to secure the prompt disposition of grievances;

To encourage efficiency in operation and a high level of product and service quality, and resident care and service;

To provide fair compensation, hours and working conditions;

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

To cooperate fully, individually and collectively for the advancement of these conditions;

AND WHEREAS both parties agree to act in a fair and reasonable manner to achieve the above objectives.

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

NOW THEREFORE, THE PARTIES AGREE AS FOLLOWS:

ARTICLE 1 – RECOGNITION/SCOPE

1.01 The Employer recognizes the Union as the sole and exclusive bargaining agent of all employees of Embassy West Senior Living, in the City of Ottawa, save and except Supervisors and persons above the rank of Supervisor, Directors, Assistant Directors, Executive Chef, office, sales and administrative staff and students.

1.02 Scope of Bargaining Unit Work

Employees whose jobs are not in the bargaining unit shall be permitted to perform bargaining unit work, but not where it results in the layoff or reduction of hours or pay of any member of the bargaining unit.

1.03 No Contracting-Out

The Employer shall not contract out any work regularly performed by members of the bargaining unit if such contracting out will result in the lay-off or reduction of hours of any member of the bargaining unit.

1.04 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.

No individual employee or group of employees shall undertake to represent the Union at meetings with the Employer without proper authorization from the Union.

1.05 Representatives of CUPE and its Local 503

The Employer agrees to recognize the Union's Labour Representatives and the right of bargaining unit employees, to have the assistance of representatives of the Canadian Union of Public Employees and its Local 503, as provided for in this Collective Agreement, in order to deal with any matters arising out of this collective agreement. The Union's representatives shall provide the Employer twenty-four (24) hours advance notice and will be escorted by a member of management for such purposes.

1.06 Definition of Employee

a) The word "employee" or "employees" whenever used in this Agreement shall mean respectively an employee or employees in the bargaining unit.

b) **Full-Time Employee**

A "full-time" employee shall be deemed to be an employee who regularly works more than thirty (30) hours per week, who makes a commitment to be available on a pre-scheduled basis as required, and in respect of whom there is advance scheduling.

c) **Part-Time Employee**

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

d) **Casual Employee**

A "casual" employee shall be defined as an employee who does not have a set schedule to work, but who works on an "as needed" and "on call" basis to replace a full-time or part-time employee who is absent.

Note: *For clarification, all shifts on the schedule shall be assigned to specific full-time or part-time employees. Nothing in these definitions allows for shifts to be left unassigned on the master schedule for the purpose of later assigning them to casual employees.*

1.07 The Employer will supply the Union with a list of supervisors and update such list as necessary.

ARTICLE 2 – MANAGEMENT RIGHTS

2.01

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

- a) To maintain order, discipline and efficiency;
- b) To hire, classify, lay-off, recall, direct, promote, demote, transfer, assign duties, discipline, suspend or otherwise discharge employees, provided that a claim by an employee that they have been disciplined, suspended or discharged without just cause, may be subject of a grievance and dealt with as hereinafter provided;
- c) Make and enforce and alter from time to time, reasonable rules and

regulations to be observed by the employees not inconsistent with the provisions of this Agreement;

- d) Determine and establish standards and procedures for the care, welfare, safety and comfort of the residents;
- e) Plan, direct, evaluate, control, determine the number of personnel required and schedule the work of the employees in the operations of the Employer;
- f) The question of whether one of the above rights is modified or limited by this Agreement may be decided through the grievance and arbitration process.

ARTICLE 3 – NO STRIKE OR LOCKOUT

3.01 The parties agree that during the life of this Agreement and during the period of negotiation of any revisions to this Agreement, or of a new agreement including the period of arbitration, there shall be no strike, or slowdown of work, either complete or partial and there shall be no lockout of employees in accordance with Provincial labour laws including the *Hospital Labour Disputes Arbitration Act (HLDAA)* and Regulations.

3.02 The definitions of the terms “strike” and “lock-out” in this Article shall be in accordance with the *Labour Relations Act, 1995*.

ARTICLE 4 – NO DISCRIMINATION AND/OR HARASSMENT

4.01 No Interference

The Employer, the Union, and the employees covered by this Agreement, agree not to interfere with the rights of employees covered by this Agreement, and there shall be no discrimination, interference, restraint and/or coercion by the Employer, the Union or employees against any other employees because of Union membership, or against any Union Representative because of Union activity within the provisions of this Agreement.

4.02 No Discrimination and/or Harassment

The Employer, the Union, and the employees covered by this Agreement agree that every employee has the right to equal treatment with respect to employment without harassment and/or discrimination because of race, ancestry, place of origin, colour, ethnic origin, citizenship, creed, sex, sexual orientation, gender identity, gender expression, age, record of offences, marital status, family status or disability, as these terms are defined by the *Human Rights Code (Ontario)*.

4.03 Right of Redress

The Employer and the Union endorse the right of every employee to work in an environment free from harassment and discrimination on grounds protected by the *Human Rights Code (Ontario)* and employees are free to pursue all avenues in the Employer's policies and the Collective Agreement, including the grievance procedure, for resolving complaints of harassment or discrimination that may arise.

Where the alleged harasser is the person who would normally deal with the first step of such grievances, the grievance will automatically be sent forward to the next step.

The Employer recognizes the principle that it is its responsibility to maintain a discrimination-free and harassment-free workplace.

ARTICLE 5 – UNION SECURITY AND CHECK-OFF

5.01 Union Security

All employees of the Employer, shall, as a condition of continuing employment, become and remain members in good standing of the Union, according to the Constitution and By-Laws of the Union. As a condition of employment, all new employees shall become and remain members in good standing of the Union within thirty (30) days of employment. The Employer shall deduct from every employee any dues, initiation fees, or assessments levied by the Union on its members.

The Union may supply to the Employer any paperwork or application forms that the Union requires bargaining unit employees to complete in order to become members of the Union. If the Union does supply such paperwork or application forms, then the Employer will require the employee to complete the paperwork and the Employer will deliver the paperwork to the Union in accordance with Article 5.01.

5.02 Deductions

- a) The Employer shall deduct from the pay cheques of all bargaining unit employees all normal dues chargeable by the Union and shall remit the same to the Secretary/Treasurer of the Union bi-weekly. "Normal Dues" shall include special assessments levied by the Union. Following the negotiation of a new Collective Agreement, the dues retroactively owed by members, if any, shall be deducted from the members' retroactive pay cheques if any, and remitted to the Secretary-Treasurer of the Union.

The Employer will remit such Union dues via electronic transfer to the Union.

- b) The Union shall provide not less than two (2) weeks' written notice to the Employer of any change in the amount of Union dues, and such notification shall be the Employer's authority to make the deductions specified.
- c) The Union and its members agree to indemnify and save the Employer harmless from any and all claims which may be made against the Employer by an employee or employees arising out of any amount deducted from their pay as provided for in this Article.

5.03 Check-Off List

The Employer shall remit with the deductions a list of the employees' names in alphabetical order, along with their job classification and the amount of dues they have paid during the preceding month and on a year-to-date basis.

The Employer agrees to provide the Union with employees' names, addresses, telephone numbers and personal email addresses (to the extent the Employer has this information) on a bi-annual basis and not later than June 30th and December 31st of each year. It is each employee's obligation to ensure that their current information (i.e. addresses, telephone numbers and personal email addresses) is on file with the Employer.

5.04

a) New Employees

The Employer agrees to advise new employees of the fact that this Agreement is in effect and that bargaining unit employees are represented by the Union, and that Union dues will be deducted from their paycheques and remitted to the Union.

b) Orientation of New Members

The Employer agrees that a Union representative will be given the opportunity to meet with all newly-hired employees to the bargaining unit, once during the employee's first week of employment, for the purpose of advising the employee of the existence of the Union and of the employee's rights and obligations under the terms of this Agreement.

Such meeting may take place on the Employer's premises at a mutually agreeable time and location designated by the Employer for such meeting, and shall not exceed fifteen (15) minutes duration.

5.05 T4 Slips

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

ARTICLE 6 – CORRESPONDENCE

6.01

All correspondence between the Employer and the Union, arising out of this Agreement or incidental thereto shall pass to and from the Employer's Director of Operations or their designate and the Secretary of the Union with a copy sent to the Local President and National Representative of the Union. The Union shall provide to the Employer the appropriate mailing addresses for these individuals.

ARTICLE 7 – UNION MANAGEMENT RELATIONS

7.01 Designation of Union and Employer Representatives

The Union will provide the Employer with the names and contact information for its representatives, stewards and committee members with whom the Employer may be required to transact business. Similarly, the Employer shall supply the Union with the contact details for its Director of Operations or their designates with whom the Union may be required to transact business.

7.02 Bargaining Unit Representatives and Committee Members

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

7.03 Bargaining Committee

The Union will advise the Employer in writing of the Union members on the Union's Bargaining Committee.

The Employer agrees to release up to three (3) members of the bargaining unit to serve on the Union's Bargaining Committee. Said employees shall suffer no loss of pay, benefits, seniority or service for time spent in direct negotiations with the Employer.

Where negotiation meetings occur on an employee's scheduled day off, they shall be provided with an alternative day off. Where an employee works shifts, their shift on the day of negotiations shall be deemed to be the day shift. However, there shall be no obligation on the Employer to pay a premium rate for time spent in negotiations.

7.04 Union - Management Consultation Committee

- a) A committee known as the Union/Management Consultation Committee shall consist of representatives from the Union and the Employer. Union members on the committee will include two (2) employees from the bargaining unit selected by the union.
- b) The Committee shall meet at least once every three (3) months at a time mutually agreed upon between the parties, provided that one of the parties requests such a meeting, and provided that there is business to discuss. The party requesting the meeting shall provide an agenda of items to be discussed at the meeting in accordance with Article 7.04 d).

- c) The purpose of such meetings shall be to discuss issues relating to the workplace which affect the parties.
- d) Members of the committee shall receive a notice and agenda of the meeting at least forty-eight (48) hours in advance of the meeting. Employees who are members of the Committee shall not suffer any loss of pay for time spent at Committee meetings.
- e) A representative each 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.
- f) Minutes of each meeting of the Committee shall be prepared and signed by the joint chairperson 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.
- g) The Union-Management Consultation Committee shall have the right to make recommendations and suggestions to the Employer regarding issues discussed by the Committee. The Employer shall have an obligation to consider all suggestions and recommendations made by the Committee but shall have no obligation to implement or adopt such suggestions or recommendations unless the Employer chooses to do so. The Committee shall not supersede the activities of any other Committee of the Union or the Employer.

7.05 Health and Safety Committee

- a) The Employer, the Union and the employees agree to comply with the provisions of the *Occupational Health & Safety Act* and its Regulations. The Employer and the Union agree that they mutually desire to maintain standards of safety and health in the workplace, in order to prevent injury and illness.

- b) The Employer and the Union agree to recognize a joint management and employees Health and Safety Committee which shall be constituted with representation of two (2) bargaining unit members, appointed by the Union and two (2) representatives of the Employer, which shall identify potential dangers, recommend means of improving the health and safety programs and obtaining information from the Employer or other persons respecting the identification of hazards in the workplace. The Committee shall normally meet at least once every two (2) months during the standard work day. When a meeting is held during a shift that a Committee member would otherwise work, the employee shall be relieved from their duties to attend the meeting including one hour of preparation time. When a meeting is held outside of a Committee member's scheduled shift, they shall receive pay at time and one half where applicable to attend the meeting, including one hour of preparation time. Scheduled time spent in such meetings inclusive of one hour preparation time is to be considered to be time worked.
- c) Minutes shall be taken of all Joint Health and Safety Committee meetings and copies shall be sent to the Employer and to the Union.
- d) Every bargaining unit employee shall have the right to refuse to perform work where their health or safety, or the health and safety of another person, is in danger, within the meaning of the *Occupational Health and Safety Act*. Where an employee refuses to perform work pursuant to this Article, they shall comply with the provisions of the *Occupational Health and Safety Act*.
- e) The Joint Health and Safety Committee and the representatives thereof shall have reasonable access to the annual summary of data from the WSIB relating to the number of work accident fatalities, the number of lost workday cases, the number of lost workdays, the number of non-fatal cases that required medical aid without lost workdays, the incidence of occupational injuries, and such other data, as the WSIB may decide to disclose to the Employer.
- f) The Employer will provide the Joint Health and Safety Committee with complete hazardous substances information and information regarding all controlled substances in the workplace.
- g) The Union agrees to endeavour to obtain the full co-operation of its membership in the observation of all safety rules and practices.
- h) The employer shall take every precaution reasonable in the circumstances for the protection of its workers.

- i) The Employer agrees to ensure that one (1) of the bargaining unit members, and one (1) of the management members, of the Joint Health and Safety Committee shall be certified pursuant to the *Occupational Health and Safety Act*. The Union shall have the right to determine which one (1) of the two (2) bargaining unit members shall be certified. The cost of such training and/or certification shall be paid by the Employer, including paying the bargaining unit member during such training and/or certification at the appropriate rate of pay.
- j) The Employer shall maintain a health and safety board and shall ensure that all relevant documents are posted.
- k) It is the responsibility of each employee to work safely in accordance with the provisions of the *Occupational Health and Safety Act* and its regulations.
- l) The Employer and the Union agree to cooperate in the prevention of accidents and the promotion of safety and health of the employees during the hours of their employment.

7.06 Union Stewards

- a) The Employer acknowledges the right of the Union to appoint or otherwise select up to three (3) employees as stewards. All stewards must have successfully completed the probationary period referred to in Article 11.03 to serve in such a capacity, provided that if no such employee is willing to accept appointment, the Union may appoint an employee to temporarily fill the position.
- b) The Union will notify the Employer in writing of the names of its stewards and will advise promptly of any change made to the list. The Employer shall not be required to recognize any steward until it has been so notified.
- c) The Employer agrees that Stewards shall not be hindered, coerced, restrained or interfered with in any way in the performance of their duties, while investigating disputes and presenting adjustments as provided in this Agreement.
- d) The Union recognizes that each steward is employed by the Employer and that the employee will not leave their work during working hours to perform their duties as a steward except in accordance with this Agreement.

- e) No steward shall leave their work to perform their duties as a steward without obtaining the permission of their immediate supervisor. The steward shall inform their immediate supervisor of the reason for the request, the location and estimated duration of the leave. Such permission shall not be unreasonably withheld and will be given within two hours unless an emergency situation requires the Steward to continue their work for the Employer. The steward will report back to their supervisor, or the Charge Nurse, before resuming their normal duties.
- f) The Union recognizes that a steward shall not use such time away from their work except to perform their duties as a steward.

7.07 An authorized representative of the Union shall be permitted to meet with a member of the bargaining unit in an area specified by the Employer for the purpose of dealing with a grievance, provided that:

- a) The meeting will not take place in a work area; and
- b) Permission is requested by the Union and granted by the Manager or their designate, in accordance with Article 1.05, prior to the representative's arrival at the location.

7.08 Workload Complaint

- a) Either the Union or the Employer may submit a complaint in writing relating to workload, to the Union-Management Consultation Committee. In this regard, workload complaint means the assignment to an individual employee or group of employees of a resident or residents that is not consistent with proper resident care.
- b) The written workload complaint, to the extent possible, should be detailed as to facts and reasons. The complaint should be submitted at least one (1) week before the meeting of the Union-Management Consultation Committee.
- c) The written workload complaint must constitute an agenda item for discussion at the meeting of the Union-Management Consultation Committee.
- d) The Employer or the Union must respond to the written workload complaint in writing, but this response may be made within two (2) weeks following the meeting of the Union-Management Consultation Committee where the complaint was discussed.

- e) Both the written complaint and the written response shall be attached to and form part of the minutes of the Union-Management Consultation Committee where the complaint was discussed.

ARTICLE 8 – GRIEVANCE PROCEDURE

- 8.01** The Employer and the Union agree that it is of the utmost importance to address complaints and grievances as quickly as possible. A grievance shall be defined as any difference arising out of the interpretation, application, administration or alleged violation of this Agreement, including a grievance related to any alleged unjust discipline of an employee by the Employer and including any question as to whether a matter is arbitrable.

Complaint Step

- 8.02** It is understood that an employee has no grievance until they have first notified their immediate supervisor, or supervisor designated by management that they have a complaint. The Employee shall discuss their complaint with their immediate supervisor or supervisor designated by management within fourteen (14) days of becoming aware of the occurrence giving rise to the complaint, so as to afford the supervisor an opportunity to resolve the complaint. The employee may be accompanied by a representative of the Union when the complaint is being discussed with the supervisor.

- 8.03** If the matter is not resolved in the course of the discussions referred to in Article 8.02, the matter may be filed as a written grievance (Step 1 below) within 14 days of the receipt of their supervisor's reply to their complaint.

8.04 Step 1

- a) A written grievance shall include the nature of the grievance, the section or sections of this Agreement that are alleged to have been violated and the redress sought and shall be signed and dated by the employee. The grievance shall be presented to the Employer by a Union Representative.
- b) The Employee's supervisor, or supervisor designated by management, shall meet with the grievor and the Union representative within seven (7) days from when the grievance was filed.
- c) The Employer shall provide the Union and the grievor with its decision in writing, within seven (7) days from the Step 1 meeting date.
- d) If the employee's supervisor, or supervisor designated by management,

fails to meet with the employee and their Union representative, or fails to render a decision to the grievor and Union representative in accordance with paragraph c) above, or renders a decision that is not acceptable to the grievor and/or the Union, then the grievance may be advanced to Step 2 as per Article 8.05.

8.05 Step 2

- a) If the grievance has not been resolved at Step 1, the Union may refer the grievance to Step 2 to the attention of the Employer's Human Resources Manager or designate within fourteen (14) days from the deadline for the Employer to provide a Step 1 decision (see Article 8.04 c) above), whether the Employer has provided a decision or not.
- b) The Employer's Human Resources Manager or designate shall, within seven (7) days of the referral to Step 2, meet with the grievor and the Union representative.
- c) The Employer shall within seven (7) days of the meeting, notify the Union in writing of its decision with regard to the grievance.
- d) If the Human Resources Manager or designate fails to meet with the employee and their Union representative, or fails to render a decision to the grievor and the Union representative in accordance with paragraph c) above, or renders a decision that is not acceptable to the grievor and/or the Union, then the grievance may proceed to arbitration in accordance with Article 8.06.

8.06 In the event the decision of the Employer's Human Resources Manager or designate is not acceptable to the Union, the Union may notify the Employer of the Union's desire to submit the grievance to arbitration for final disposition in accordance with the procedure for arbitration of grievances contained in this Agreement within thirty (30) days of the receipt of the decision, or if a decision was not rendered, the date upon which the decision was due.

8.07 Discharge/Discipline/Suspension Grievance

Where a grievance relates to the discipline (i.e. letter of reprimand, documentation confirming discipline, etc), suspension or discharge of an employee, the grievance procedure shall start at Step 2 within fourteen (14) days of the discipline, suspension or discharge.

8.08 Policy and/or Group Grievance

Where a dispute involving a question of general application or interpretation of this Agreement occurs, or where a group of employees or the Union or the Employer has a grievance, the grievance procedure shall start at Step 2. Should the Employer file such a grievance, the Union shall be required to respond in writing within the prescribed timelines as outlined in article 8.05. Should the Union's response not be acceptable to the Employer, the Employer may notify the Union of its desire to submit the grievance to arbitration within the timelines outlined in Article 8.06.

8.09 The Employer shall supply the necessary facilities for the grievance procedure meeting.

8.10 At any stage in the grievance procedure the grievor may be present and shall be represented by the Union in the presentation of their grievance. Employees may be accompanied by a Union Representative when discussing their complaint with the Employer.

8.11 The parties agree that the Employer shall not be entitled to defeat a grievance simply by ignoring it. Accordingly, the parties agree that, should the Employer not respond to a grievance or not meet as required in either Steps 1 or 2, the grievance shall automatically move to the next step, including proceeding to arbitration should the Employer not respond to the grievance at step two. The parties may mutually agree in writing to waive step one and/or step two of the grievance procedure and move directly to arbitration.

8.12 A grievor and a Steward attending a grievance meeting with the Employer shall be paid at the employee's regular rate of pay for the period of time attending the meeting.

ARTICLE 9 – ARBITRATION

9.01 Where a grievance that has not been resolved through the grievance procedure is referred to arbitration, the following shall apply:

- a) The party referring the grievance shall give written notice of its intent to refer the matter to arbitration to the other party no later than thirty (30) days following the Step 2 decision in the grievance procedure and shall provide the name of a proposed arbitrator. Within fourteen (14) days after receiving such notice, the other party shall respond by agreeing to the arbitrator or proposing an alternative arbitrator or arbitrators.

- b) If no agreement on an arbitrator is reached within the forty-four (44) days referred to above, then either party may apply to the Ministry of Labour, Office of Arbitration for the appointment of an arbitrator within a further seven (7) days.

Each party shall bear equally the fees and expenses of the Arbitrator.

- 9.02** The parties may mutually agree in writing to substitute an Arbitration Board for a single arbitrator. If the parties so mutually agree in writing, the party wishing to exercise this provision shall give notice of its intention to the other party, and at the same time shall appoint its member to the Arbitration Board. The other party shall, within a period of fourteen (14) days, appoint its member to the Arbitration Board. The two (2) members thus appointed shall confer jointly in an endeavour to select the third member who shall be the Chair of the Board.

If the two (2) members cannot reach agreement within a further fourteen (14) days, the matter may be referred to the Minister of Labour of the Province of Ontario, who shall appoint a Chair.

The parties will bear the fees and expenses of their respective nominees on an Arbitration Board, and share the fees and expenses of the Chair.

- 9.03** The Board of Arbitration or single Arbitrator shall not have any power to alter or change any provision in this Agreement or to substitute any new provision for an existing provision nor to render any decision inconsistent with the terms and content of this Agreement.

- 9.04** Where the Board of Arbitration or the single Arbitrator determines that there is cause for discipline, suspension or discharge, it shall have the power to modify any penalty imposed by the Employer and to take whatever other action is just and equitable in the circumstances.

ARTICLE 10 – DISCIPLINE

- 10.01** No employee who has passed their probationary period shall be disciplined except for just cause.

- 10.02** Where management or its designate intends to interview an employee for disciplinary purposes, the supervisor shall notify the employee in advance of the purpose of the interview and the employee's right to have a Union Representative or Steward present. The employee may contact their Union Representative or Steward to be present at the interview.

The Employer may suspend the employee with pay pending the interview in an emergency. The unavailability of a Union Representative or Steward shall not delay the meeting more than 48 hours unless extended by mutual agreement.

- 10.03** When a derogatory notation, including a written expression of dissatisfaction regarding an employee's work, or a warning or suspension, is placed in an employee's personnel file, a copy of such notation shall be delivered to the employee, with a copy to the Local Union President or designate. The employee's reply to such derogatory notation shall also be included in the employee's personnel file and shall become part of their personnel record.
- 10.04** Any disciplinary notice which is provided to an employee shall be signed by the employee for the sole purpose of acknowledging receipt.
- 10.05** When an employee is disciplined, discharged or suspended, the employee shall be advised in writing in the presence of a Union representative or Union Steward. A copy shall be promptly forwarded to the Union office. Where the Employer has made all reasonable efforts to meet with the employee in the presence of a Union representative or Union Steward and has not been successful, the requirements of this Article can be considered met where the written notice of discipline, discharge or suspension is delivered to the Employee by mail, email or other form of written communication and copied to the Union.
- 10.06** The record of an employee shall not be used against them at any time after twenty-four (24) months following a suspension or disciplinary action, including letters of reprimand or any adverse reports, provided that no further disciplinary action has been recorded in the twenty-four (24) month period. This period will automatically be extended by the length of any period of leave of absence in excess of sixty (60) calendar days.
- 10.07** Every employee shall be notified of their immediate designated supervisor.
- 10.08** **Access to Personnel File**
- Having provided a written request to the Department Manager at least two (2) working days in advance, an employee shall have the right during normal business hours of the administration office to have access to a copy of and to review their personnel file but not while the employee is

scheduled to be working. The employee is entitled to receive a copy of the file if requested. An employee shall have the right to respond in writing to any document contained therein. Such reply shall become part of the permanent record. The employee's access rights pursuant to this Article shall be limited to three (3) times per calendar year.

The Employer shall not maintain more than one (1) personnel file per employee.

ARTICLE 11 – SENIORITY

11.01 For full-time employees, seniority is defined as the length of service in the bargaining unit since the last date of hire. For part-time or casual employees, seniority shall be calculated on the basis of the number of hours paid from the last date of hire with 1837.5 hours paid equal to one (1) year of service. Notwithstanding the above, a part-time or casual employee cannot accrue more than one year's seniority in a twelve (12) month period. Seniority shall include service with the employer prior to Union certification.

Where two or more employees have the same level of seniority, seniority shall be determined on the basis of a lottery whereby the employees' names are drawn randomly in the presence of a Union Steward. The first name drawn shall have the most seniority, followed by the second name drawn, etc.

Seniority shall operate on a bargaining unit wide basis.

11.02 The Employer shall maintain separate seniority lists for (i) full-time and (ii) part-time and casual employees showing the date upon which each employee's employment commenced. Up-to-date seniority lists shall be prepared and sent to the Union and posted on the main bulletin board in January, and July of each year. An employee's name shall not be placed on a seniority list until they have completed their probationary period as defined by Article 11.03. For the purpose of calculating seniority and service, time away from work that is protected by the *Employment Standards Act, 2000* or the *Human Rights Code* shall be included, as if the employee were at work. However, such time away from work, shall not be considered for the purposes of the employee completing their probationary period as required by Article 11.03.

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

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

11.03 Probationary Employees

Newly-hired employees shall be considered on a probationary basis for a period of 560 hours paid from the date of hiring. A probationary employee may be recognized as a permanent employee at some time prior to the completion of the probationary period. During the probationary period, employees shall be entitled to all rights and privileges of this Agreement unless otherwise specified. An employee who has not completed their probationary period may be released in the absence of just cause provided it is not discriminatory, arbitrary or in bad faith. After completion of the probationary period, seniority shall be effective from the original date of employment.

11.04 Accumulation of Seniority

Seniority shall accumulate under the following circumstances:

- a) When the employee is on the active payroll of the Employer;
- b) When the employee is off the payroll due to an authorized lay-off of twelve (12) months or less;
- c) When the employee is off the payroll due to illness or injury and when the employee is receiving compensation under the *Workplace Safety and Insurance Act, 1997*, provided the employee has not accepted employment with another Employer;
- d) When the employee is off the payroll on any leave of absence authorized by the Employer and/or authorized under the provisions of this Agreement except when an employee is on authorized leave of absence without pay in excess of twenty (20) consecutive working days.

11.05 Loss of Seniority

An employee shall not lose seniority rights if they are absent from work because of sickness, accident, lay-off, or leave of absence approved by the Employer, unless otherwise indicated below.

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

- a) The employee is discharged for just cause and the discharge is not reversed pursuant to the grievance and arbitration procedure set out in this Agreement.
- b) The employee resigns from employment with the Employer and does not rescind the resignation within twenty-four (24) hours.
- c) The employee retires from employment with the Employer.
- d) The employee is absent from work in excess of three (3) consecutive scheduled shifts without sufficient cause or without notifying the Employer, unless such notice was not reasonably possible.
- e) The employee fails to return to work within seven (7) calendar days after being recalled from a lay-off by telephone call, provided that the Employer speaks directly with the affected employee, or fails to report for work within the seven (7) calendar days after being recalled by letter (registered mail) from the Employer, unless the failure to return to work when recalled was due to sickness or for other reason beyond the employee's control. It shall be the responsibility of the employee to keep the Employer informed of their current address.
- f) The employee is laid off for a period in excess of twenty-four (24) months.
- g) The employee is absent from work because of illness, injury or is in receipt of Workplace Safety and Insurance Board benefits for more than twenty-four (24) months. Prior to the automatic termination under this clause, the Employer agrees to review the Employee's status to ensure any action taken by the Employer complies with the *Ontario Human Rights Code*, as amended from time to time.

11.06

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

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

Article 5 of this Collective Agreement will apply during the twelve (12) calendar month period that the employee's bargaining unit seniority is being held by the bargaining unit while the employee is in a position outside of the bargaining unit. The amount of dues deducted will be calculated based on the employee's bargaining unit position hourly rate of pay as per Schedule "A" for all hours worked in the position outside of the bargaining unit.

- 11.07** If an employee transfers from full-time status to part-time or casual status, the following method shall be used to calculate their seniority from one group to another for the purposes of establishing seniority: one (1) year of full-time seniority equals one-thousand-eight-hundred-and-thirty-seven-and-a-half (1837.5) paid hours of part-time or casual seniority.
- 11.08** If an employee transfers from part-time or casual status to full-time status, the following method shall be used to calculate their seniority from one group to another for the purposes of establishing seniority: one-thousand-eight-hundred-and-thirty-seven-and-a-half (1837.5) paid hours of part-time or casual seniority equals one (1) year of full-time seniority.
- 11.09** It shall be the responsibility of each employee to notify the Employer promptly in writing of any change of address or telephone number. Letters sent by the Employer to the last address on record or telephone calls to the last telephone number on record will be deemed to be received by the employee and shall satisfy any obligation on the Employer to provide notice to the employee under any provision of this Agreement.

ARTICLE 12 – PROMOTIONS AND STAFF CHANGES

12.01

Job Postings

- a) In the event new jobs are created or vacancies occur in existing job classifications, and where the Employer elects to fill a bargaining unit position, it shall be posted for a period of seven (7) calendar days. The Employer shall post the vacancy notice on the Employer's main bulletin board and provide a copy to the Union. The name of the successful applicant shall be posted on the Employer's main bulletin board. In the event

that the Employer elects not to fill a bargaining unit position, it shall notify the Union in writing.

Temporary Vacancies

- b) Temporary vacancies anticipated to be less than four (4) months duration shall not be posted, unless otherwise agreed between the Employer and the Union. In the event of a temporary vacancy, the Employer will endeavour to distribute shifts as equally as possible.
- c) A vacancy which occurs for **more** than four (4) months will be posted stating that the position is limited and shall indicate the estimated duration of the limited job. In any event, the limited job shall not exceed six (6) months (except in the case of Pregnancy, parental or WSIB leave, or a leave of absence approved by the Employer if mutually agreed between the Union and the Employer). Upon termination of a limited job, the employee filling the vacancy shall be returned to the classification and job location in which the employee 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 four (4) months or longer duration shall not bid on any other temporary posting until the end of their temporary position.

12.02 The job posting notice shall contain the following information: nature of the position, qualifications required for the position, shift if applicable, work/floor unit, and current wage rate.

12.03 Methods of Making Appointment

In making staff changes, transfers, or promotions, the Employer shall appoint the most senior applicant provided that such applicant has the skills and qualifications to perform the duties of the position.

12.04 Trial Period

The successful applicant shall be placed on trial for a period of forty-five (45) days. Conditional on satisfactory service, such trial promotion shall become permanent after the period of forty-five days. The trial period may be extended with mutual agreement. In the event the successful applicant proves unsatisfactory in the position during the aforementioned trial period, or if the employee finds themselves unable to perform the duties of the position, they shall be returned to their former position and salary without loss of seniority and wage or salary. Any other employee promoted or transferred because of the rearrangement of positions shall also be returned to their former position and salary without loss of seniority and wage or salary. Any unsuccessful applicants for the original posting

will then be considered in accordance with Article 12.04. If there are no unsuccessful applicants then the position would be reposted in accordance with Article 12.01.

Should an employee be absent for more than three consecutive shifts for any reason during the trial period, this shall pause the forty-five (45) day trial period and it shall continue upon the employee's return.

12.05 While the employee(s) referred to in Article 12.04 shall serve a trial period of up to forty-five (45) days in the new position, the Employer is not obligated to keep the employee in the new position for forty-five (45) days, nor is the employee required to stay in the new position for forty-five (45) days. If the employee is not meeting the requirements in a manner satisfactory to the Employer or finds themselves unable to perform the duties of the position, they shall be returned to their former position as per Article 12.04, prior to the expiry of the forty-five (45) days in accordance with this Article.

12.06 The Union shall be notified of all appointments, hirings, layoffs, recalls and terminations of employment. Notice of any job posting shall be provided to the Union.

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

12.08 Any employee who has successfully completed the trial period in the new position shall not be entitled to apply for another posted position for six (6) months from the completion of the trial period, except with the written permission of the Employer.

12.09

a) New Classifications – Notice

The Employer shall give written notice to the Union before it establishes a new classification within the bargaining unit.

b) Job Descriptions

The Employer shall, upon reasonable notice, make available to any Union representative for review, the job descriptions for the bargaining unit. The Employer shall also forward all newly created or modified job descriptions to the Union.

c) Job Evaluation/Pay Equity

The Employer acknowledges its obligation to achieve and maintain pay equity pursuant to the applicable legislation. The Employer shall evaluate any new job and/or any existing job that has undergone significant change. The Union shall be entitled to a copy of the job evaluation, including the factor ratings and assigned pay grade. Should the Employer refuse to evaluate an existing job on the basis that there has not been a significant change, or should the Union disagree with the Employer's evaluation of a job, the Union shall first notify the Employer of its disagreement and request a meeting to discuss the issue. If the parties are unable to negotiate a mutually satisfactory outcome, the Union shall have the right to grieve in accordance with the process for policy grievances. The parties recognize that nothing in this Article is intended to interfere with an individual employee's right to file a complaint with the Pay Equity Commission.

12.10 Promotions or transfers to positions outside of the bargaining unit shall not be subject to the provisions of this Agreement except as outlined in Article 11.06.

ARTICLE 13 – LAYOFF AND RECALL

13.01 Lay Offs and Rehiring Procedure

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

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

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

13.03 Any employee being laid off who has standing to their credit an entitlement to vacation leave or time off in lieu of overtime may elect to take either during the period of lay-off but their recall to work shall be governed by the provisions set forth in this Article 13.

13.04 Notice of Lay Off

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

- a) Provide the Union with at least six (6) weeks notice prior to its implementation. This notice is not in addition to required notice for individual employees.
- b) Provide affected employees with notice in accordance with the Employment Standards Act. The Act will be considered to provide the following additional notice:
 - for service greater than nine years, nine weeks of notice;
 - for service greater than ten years, ten weeks of notice;
 - for service greater than eleven years, eleven weeks of notice;
 - for service greater than twelve years, twelve weeks of notice;
- c) Meet with the Union through the Labour Management committee to review the reasons and expected duration of the lay-off, any realignment of service or staff and its effect on employees in the bargaining unit.

Any agreement between the Employer and the Union resulting from the above process concerning the method, timing and implementation will take precedence over other terms of lay-off and related provisions in this Collective Agreement.

13.05 Layoff Procedure

- a) In the event of layoff, the Employer shall layoff employees in reverse order of seniority within their classification, provided that there remain on the job employees who are able to meet the normal requirements of the job.

- b) An employee who is subject to lay-off shall have the right to either:
 - i) Accept the lay off; or
 - ii) Displace an employee who has less bargaining unit seniority in a lower or identical paying classification provided the employee originally subject to lay off is qualified for and can perform the duties without training other than orientation.

- c) For greater clarification, any displacement pursuant to 13.05 b) ii) by a full-time employee shall first be to bump other more junior full-time employees. 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, the full-time bargaining unit employee shall then be allowed to displace a part-time bargaining unit employee with less seniority. A part-time employee who is laid off shall only be permitted to bump other more junior part-time employees.

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.

13.06

- a) An employee shall have opportunity of recall from a lay-off to an available opening, in order of seniority, provided they have the ability and qualifications as required by law to perform the work, and provided such opening is first posted under the job posting procedure, and has not been filled by a more senior employee.
- b) No new bargaining unit 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 requirements of this Article 13 and the loss of seniority provision, or unless such laid off employees have been found unable to perform the work available.
- c) It is the responsibility of the employee who has been laid off to notify the Employer of their intention to return to work within seven (7) calendar days after being notified to do so by registered mail, (which notification shall be deemed to have been received on the second date of mailing) and the employee shall return to work within seven (7) calendar days after being notified. The recall 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 six (6) weeks of work. An employee who has been recalled to such temporary vacancy shall not be required to accept such recall and may instead remain on lay off. This provision supersedes the job posting provision.

ARTICLE 14 – HOURS OF WORK

14.01 Normal Hours of Work

- a) The normal hours of work shall be seven and one-half (7 1/2) hours per day, exclusive of an uninterrupted unpaid thirty (30) minute meal break. The normal days per week shall be five (5) days per week with a week being the period from Sunday to Saturday.
- 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 between the Employer and the employee.

Nothing in this Agreement shall be construed as a guarantee of hours per day or per week, or number of days per week.

- c) All hours shall be distributed by seniority.

14.02 Days Off

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

The Employer will endeavour to provide part time employees with two consecutive days off if requested by the Employee.

- 14.03** The hours of each employee shall be sent to each employee by email and posted at least two (2) weeks in advance. Split and short shifts can be mutually agreed upon by the Employer, the Union and the Employee.

14.04 Rest Periods and Meal Breaks

- a) All employees shall be permitted to take their thirty (30) minute unpaid meal break at a time to be scheduled by the Employer. It is understood that all efforts will be made to provide the employees meal break as close to midway through the shift as is practicably possible.

- b) Rest Periods and Meal Breaks, once started, will be uninterrupted except in cases of emergency. Employees who are required to work all or part of their Rest Period shall be paid fifteen (15) minutes at overtime rates. Employees who are required to work all or part of their Meal Break shall be paid, in addition to their scheduled hours of work, an additional thirty (30) minutes at straight time rates and shall also be entitled to take a thirty (30) minute Meal Break at the earliest possible opportunity.
- c) Employees who leave the home during their Rest Period or Meal Break shall advise their Supervisor when they depart and when they return.

14.05 Reporting Pay

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

14.06 Shift Exchanges

Employees will be permitted to exchange days off, or shifts, with other employees by completing the appropriate forms, as supplied by the Employer, and with the Employer's advance permission.

Such permission shall be subject to operational requirements and shall not be unreasonably withheld. Employees must seek the Employer's advance permission at least forty-eight (48) hours in advance of the proposed exchange. The Employer has no obligation for any additional premium payment arising out of any such exchange.

Where the shifts involved have a shift differential premium, this premium shall be paid to the employee working the shift, and not to the employee who has given up the shift. It is understood that such exchange of shifts shall not be considered in the calculation of overtime. The employee who accepts a shift exchange shall be responsible for the shift.

14.07 Call-In

"Call-In" shall mean the calling in to work at the Employer's request of an employee on an assigned day off as per the posted schedule.

Call-In work shall be voluntary and employees will submit their availability for call-in, in writing to the Supervisor or designate stating the shifts the employee is available to work at the time the call-in list is updated. If the employee does not submit any update, the previous availability submitted by that employee will remain in effect.

It is agreed that an employee who commits to call in will make best efforts to meet that commitment.

Employees on the call-in list shall be contacted in order of seniority, beginning with the most senior full-time employees who have not yet reached and are not scheduled to reach, 75 hours in that pay period. Where the Employer is attempting to fill a shift on a call-in basis and there is less than four (4) hours to do so before the commencement of the shift, the first employee to respond to the Employer's request and accept the work will be provided with the call-in work.

The Employer shall not be obligated to call-in any such full-time employee where the full-time employee would be in a position to receive overtime pay as a result of the call-in. If there are no full-time employees available, the Employer will then contact part time employees in order of seniority who have not yet reached 75 hours in that pay period. If there are no part-time employees available, the Employer will then contact casual employees in order of seniority who have not yet reached 75 hours in that pay period.

If after contacting all full time, part time and casual employees with the required skills, experience, ability and qualifications there is still no one available, the shift may be offered at overtime rates beginning with the full-time employees in order of seniority.

14.08 Time Off Between Shifts

Employees are to be allowed a minimum off sixteen (16) hours off between the ending of one scheduled shift and the commencing of the other scheduled shift. Where the sixteen (16) hours is not granted, the employee shall be paid such hours of work at the rate of time and one-half (1½).

14.09 Standard/Daylight Savings Time

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

ARTICLE 15 – OVERTIME

15.01 Overtime Defined

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

15.02 Overtime Rates

Overtime rates shall apply for work as follows:

- a) Overtime shall be paid for all hours worked over seven and one-half (7 ½) hours in a twenty-four (24) hour period at the rate of time and one-half (1 ½) the employee's regular rate of pay.
- b) Overtime shall be paid for all hours worked over seventy-five (75) hours per bi-weekly pay period at the rate of time and one-half (1 ½) the employee's regular rate of pay. A week shall be run from Sunday to Saturday.

15.03 Distribution of Overtime

Overtime shall be given in order of seniority within the classification of employees who are qualified to perform the work that is available.

15.04 Minimum Call-Back Time

When an employee is called back to work after leaving the Home, or upon completion of their shift, such employee shall be paid at time and one half (1 ½) their regular rate of pay for actual hours worked with a minimum of three (3) hours of such pay. If an employee is called in immediately prior to the commencement of their regular shift, they will be paid at the overtime rate of time and a half (1 ½) of the actual hours worked until the commencement of the shift.

15.05 Instead of receiving payment for overtime hours worked, the employee and the Employer may agree that the employee will receive time off at the rate of one and a half hours (1.5 hours) time off for every overtime hour worked. This lieu time off will be taken at a time mutually agreed to by the employee and the Employer and within four (4) months of the date the overtime hours were worked.

15.06 Pyramiding

Overtime premiums will not be pyramided.

ARTICLE 16 – HOLIDAYS

16.01 The following Holiday Pay provisions apply to all employees:

List of Holidays

The Employer recognizes the following as paid holidays:

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

The Float Day referred to above shall be taken at a time mutually agreed to between the Employee and Employer.

16.02 Eligibility for the above holidays and payment for the holidays will be in accordance with the provisions of the *Employment Standards Act, 2000*. Specifically employees who have worked the scheduled shift previous to, and the scheduled shift subsequent to the above mentioned holidays, and those on authorized leave with pay or absent due to illness shall be entitled to the above mentioned holidays with no reduction in their normal pay.

16.03 An employee who is required to work on any of the above-named holidays will:

- (i) receive pay at the rate of time and one half (1½) the employee's regular hourly rate for every hour worked on such day, and
- (ii) pay for the holiday at the employee's regular hourly rate or the employee may be granted an alternate day off (lieu day) with pay at the employee's regular hourly rate, at a time mutually agreed to between the employee and the Employer. Payment for such lieu day will be based upon the entitlement the employee otherwise would have been eligible to receive for the holiday at straight time hourly rates.

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

16.05 Christmas or New Year's Off

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

- i) Christmas Day and Boxing Day; or
- ii) New Year's Eve and New Year's Day

Each year an employee's assignment to (i) or (ii) will be alternated.

b) All requests for time off during the Christmas and New Year's period (December 15 to January 15) shall be submitted to the Employer by September 1st, as per Article 17.04 below. Approval of vacation and other time off will be based on the operational and staffing requirements of the home, and then based on seniority.

ARTICLE 17 – VACATIONS

17.01 Length of Vacation

Effective July 1st, 2020, employees shall receive an annual vacation with pay in accordance with credited service prior to the commencement of the vacation period as follows:

a) Full-time

Less than one (1) year of service	10/12 of a working day for each month worked at 4% of total earnings.
One (1) year of service	10 working days at 4% of total earnings
Three (3) years of service	15 working days at 6% of total earnings
Eight (8) years of service	20 working days at 8% of total earnings
Fifteen (15) years of service	25 working days at 10% of total earnings
Twenty-three (23) years of service	30 working days at 12% of total earnings

b) Part-time

Less than one (1) year of service	4% of gross earnings
One (1) year of service	4% of gross earnings
Three (3) years of service	6% of gross earnings
Eight (8) years of service	8% of gross earnings
Fifteen (15) years of service	10% of gross earnings
Twenty-three (23) years of service	12% of gross earnings

Part-time employees may request a concomitant vacation period (unpaid leave of absence). All vacation pay shall be paid to part-time employee on or before June 1st of each year.

17.02 If a paid holiday falls or is observed during an employee's vacation period, the holiday shall be substituted for one of the employee's vacation days, and the employee shall receive a substitute vacation day at a time to be mutually agreed upon between the employee and the Employer.

17.03 An employee who has ceased to be employed by the Employer before receiving their vacation pursuant to the provisions of this Article shall receive vacation pay in accordance with the provisions of the *Employment Standards Act, 2000*.

17.04 Vacation Schedules

Requests for vacation during the months of June 1st until November 30th must be made in writing to the employee's department manager by March 1st of each year.

Approved vacation requests for the period identified above will be posted by April 1st of each year. The Employer will consider and approve vacation based on operational requirements to maintain sufficient staffing levels and resident service levels. If there is a conflict between Employees seeking vacation in these vacation months, seniority shall govern.

Requests for vacation time during the months of December 1st until May 31st must be made in writing to the employee's department manager by September 1st of each year.

Approved vacation requests for the period identified above will be posted by October 1st of each year. The Employer will consider and approve vacation based on operational requirements to maintain sufficient staffing levels and resident service levels. If there is a conflict between Employees seeking vacation in these vacation months, seniority shall govern.

Vacation requests made outside of the of the request period as specified above shall normally be submitted to the employee's department manager at least two (2) weeks in advance of the desired vacation time off and requests will be granted on a first come, first served basis and subject to the Employer's operational requirements to maintain sufficient staffing levels and resident service levels. A written reply will be given within one (1) week of the request and will not be unreasonably withheld.

Single vacation days may be granted at the discretion of the Employee's immediate Supervisor and such requests are subject to operational requirements to maintain sufficient staffing levels and resident service levels and shall not be unreasonably withheld.

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

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

17.06 Vacation Leave Carryover

Any vacation not taken during the year to be paid out at the rate it was earned in January of the following year.

Upon written request to the Employer, an employee shall be permitted to carry over a maximum of five (5) days of vacation leave for use in the following year. Any vacation carried over from the previous year must be used by the end of the current year. It is understood that the total vacation leave carried over shall not exceed five (5) days. Any carried over vacation when taken will be paid at the rate it was earned in the previous year.

17.07 Bereavement During Vacation

If during an employee's vacation period, the employee experiences a loss that would otherwise qualify for bereavement leave pursuant to Article 19.03, upon the employee's request, they will be entitled to substitute bereavement leave to a maximum of the bereavement leave entitlement under Article 19.03 for the equivalent value of the vacation time that would have been taken. The Employer shall have the right to request that the employee provide reasonable documentation to substantiate the request. The period of vacation time that is converted to bereavement leave may be added to the end of the employee's scheduled vacation period if mutually agreed upon between the employee and the Employer. In the event that there is no agreement, the vacation time shall be reinstated to the vacation entitlement for use at a later date in accordance with vacation leave provisions in the Agreement.

It is understood that all provisions of Article 19.03, apply to the bereavement leave.

- 17.08** If an employee is ill during their scheduled vacation, the employee may substitute any sick leave entitlement for vacation, where it can be established by the employee that an illness or accident occurred while on vacation. The Employer will make best efforts to reschedule vacation for such an employee whose vacation would be interrupted by a serious illness occurring immediately prior to the scheduled vacation.

ARTICLE 18 – SICK LEAVE

18.01 Amount of Sick Leave

For full-time employees, sick leave shall be earned on the basis of one and one quarter (1.25) days for every month of service.

18.02 Proof of Illness

Following three (3) consecutive days of illness, an employee may be required to provide a satisfactory doctor's certificate, certifying that the employee was unable to carry out their duties due to illness. If there is a cost to the employee for the medical certificate, it will be paid for by the Employer.

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 Employer has reasonable cause to believe that an employee who wishes to return to work following an illness or injury is not medically able to carry out their duties, the employee may be required by the Employer to provide a satisfactory doctor's certificate certifying that the employee is medically able to carry out their duties.

18.03 Sick Leave During Leave of Absence

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

18.04 Sick Leave Record

An employee is to be advised, on application, of the amount of sick leave accrued to their credit.

18.05 Accumulation and Payment of Sick Leave

Accumulation of sick leave shall be limited to one hundred and fifty (150) days. The unused portion of an employee's sick leave shall accrue for their future benefit up to the maximum.

If an Employee's employment ends with the Employer, for any reason, the value of any unused sick leave credits shall be paid to the Employee.

If an Employee dies, the value of the Employee's sick bank, as well as a payment for unused sick leave credits shall be paid to the Employee's estate.

The Employer shall provide, to each Employee, once a year, the total of their sick leave accumulation.

18.06 An employee who is unable to report for duty on their scheduled shift shall notify the Employer of this fact at least four (4) hours in advance of the commencement of their scheduled shift; unless the employee was unable to provide such notice due to circumstances beyond their control.

18.07 Employees may be allowed to use accumulated sick leave credits, if any, in order to engage in personal preventative health and dental care. Permission will not be unreasonably withheld, provided adequate notice is given in advance.

ARTICLE 19 – LEAVES OF ABSENCE

19.01 Leave for Union Function

Upon request to the Employer, an employee elected or appointed to represent the Union at Union functions shall be allowed a leave of absence with pay and benefits and without loss of seniority provided that the Employer receives at least fourteen (14) days written notice prior to the requested leave and subject to the Employer's operational requirements. Such approval shall not be unreasonably withheld.

The Employer shall pay the employee their normal wages and all other benefits and pay the required payroll taxes for any shifts the employee was scheduled to work during such leave. The Union shall reimburse the

Employer for receipt of all such payments within ten (10) business days from receipt of the invoice.

It is understood that the maximum amount of Leave for Union Function for all employees will be thirty (30) days per calendar year, exclusive of any committee work.

19.02 Leave of Absence for Full-Time Union or Public Duties

Upon application by the Union in writing, the Employer will give reasonable consideration to a request for leave of absence to an employee elected or appointed to a full-time Union office. It is understood that no more than one (1) employee in the bargaining unit may be on such leave at the same time. During such a leave, if approved, the Employer shall continue to pay the Employee's regular wages and the Employer's portion of benefit premiums, if applicable, and the union shall reimburse the Employer upon being provided with an invoice. Seniority and service shall accumulate during such leave to the maximum per year provided, if any, under the provisions of the Collective Agreement. It is agreed that for the purpose of WSIB coverage, such employees are deemed to be employed by the Union.

19.03 Bereavement Leave

- a) In the event of death of an employee's spouse (including same sex or common-law spouse and fiancée), child (including step children) or parent (including step parents), or person standing in loco parentis, the employee shall be entitled to leave of absence without loss of pay for five (5) days.
- b) In the event of death of an employee's sister, brother, mother-in-law, father-in-law, son-in-law, daughter-in-law, grandparent or grandchild, the employee shall be entitled to leave of absence without loss of pay for three (3) days.
- c) In the event of death of an employee's aunt, brother-in-law, sister-in-law, uncle, former or legal guardian, niece or nephew or any other second degree relative, the employee shall be entitled to leave of absence without loss of pay for one (1) day.
- d) Where the burial occurs at a locale in excess of 350 kilometers, such leave shall include reasonable travelling time, the latter not to exceed two (2) days without pay. Additional days without pay may be granted. It is recognized that additional days without pay will be required and requested when attending services in other countries and such requests shall not unreasonably be denied. The employee shall be paid for

scheduled hours during the leave, which they otherwise would have worked.

- e) The employee will be allowed to save one day bereavement leave to attend a memorial service scheduled at a later date.
- f) The Union recognizes that Bereavement Leave is intended to be used at the time of death and/or funeral. The Employer recognizes that there may be situations when part or all of an employee's entitlement may be requested and shall be granted at a later date in order to attend to matters related to the bereavement.

19.04 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 receive 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. Payment will not be required where the employee is in court because the employee is charged with an offence, or where the employee is a party to the court proceeding.

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.

19.05 Employees are entitled to time to attend to voting in federal, provincial and municipal elections, without loss of pay, as follows. If the employee's schedule of work does not allow them at least three (3) consecutive hours off work while polls are open, then the employee shall receive three (3) consecutive hours' paid time off to allow the employee to attend to voting. This applies only where the employee's work schedule would not otherwise allow the employee three (3) consecutive hours off work during the time when the polls are open.

19.06 Pregnancy and parental leaves, and all other leaves provided by the *Employment Standards Act, 2000*, shall be granted by the Employer in accordance with the terms of the *Employment Standards Act, 2000*.

ARTICLE 20 – PAYMENT OF WAGES

20.01 The wage rates for employees covered by this Agreement are those set out in Schedule "A" attached hereto.

20.02 Shift Premium

The Employer agrees to pay a shift premium of thirty cents (\$0.30) per hour to employees for all hours worked between the hours of 3:00 p.m. and 7:00 a.m.

20.03 Weekend Premium

In addition to being paid shift premium, employees shall be paid a Weekend Premium of fifteen cents (\$0.15) per hour for all hours worked between Friday at 2300 hours and Sunday at 2300 hours.

Effective 60 days following the date of ratification, increase the weekend premium from fifteen cents (\$0.15) to twenty cents (\$0.20) per hour.

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

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 pay 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 on the next pay.

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

20.06 Pay During Temporary Transfers

The acting pay for temporary assignments shall be at the applicable rate on the salary scale for the position in which the employee is acting.

When an employee is temporarily assigned to a lower paying position than their own, their rate shall not be reduced.

20.07 Uniform Allowance

Where uniforms are not provided by the Employer, all Employees shall receive a uniform allowance of seven (7) cents per hour paid by the Employer including vacation hours.

20.08 Annual Increment

a) Full time employees:

The normal effective date for the implementation of a full-time employee's salary increment within a pay range, shall be the Annual anniversary of the employee's appointment. Every full-time employee shall be granted salary increments on their salary increment date until they reach the maximum rate for their classification level.

b) Part time and casual employees:

The normal effective date for the implementation of an employee's salary increment within a pay range shall be the first day of the bi-weekly pay period following the appropriate salary increment date. The normal salary increment date shall be after 1837.5 paid hours.

Note: *Employees shall be placed on the wage grid at the relevant step given their service with the Employer, including service prior to certification.*

20.09 Training

Effective 60 days following the date of ratification, an employee who is required to complete mandatory on-line ORCA training outside their working hours will be paid their regular straight time hourly rate of pay for the time spent doing so up to a maximum of four (4) hours annually. Payment will become due the first pay period in January provided the employee is still actively employed with the Employer and upon proof of successful completion of all annual mandatory on-line training for the previous year. Payment required under this Article will not be used in the calculation of overtime entitlement.

ARTICLE 21 – EMPLOYEE BENEFITS

21.01 Life Insurance and AD & D (Full Time Only)

The Employer shall provide all full-time employees with a life insurance equal to twenty-five thousand dollars (\$25,000), reducing by fifty percent (50%) at age sixty-five (65) and further reducing to five thousand dollars (\$5,000) at age seventy (70). The Employer shall provide dependent life insurance equal to ten thousand dollars (\$10,000) for a spouse and five thousand dollars (\$5,000) for a child.

The Employer shall provide all full-time employees with accidental death, dismemberment and specific loss coverage equal to twenty-five thousand dollars (\$25,000), reducing by fifty percent (50%) at age sixty-five (65).

21.02 Extended Health Care Benefits (Full Time Only)

The Employer shall provide all full-time employees who have completed their probationary period with an Extended Health Care Plan. The plan shall include an individual deductible of twenty-five dollars (\$25) per calendar year and a family deductible of fifty dollars (\$50) per calendar year. The individual and family deductibles do not apply to In-Canada Hospital, In-Canada prescription drugs, Out-of-Country care, Global Medical Assistance and Vision Care Expenses.

The reimbursement rate will be at 80% unless otherwise specified below.

- 1) Semi-private hospitalization at 100%
- 2) Home Nursing Care up to ten thousand dollars (\$10,000) for a maximum of twelve (12) months per condition
- 3) In-Canada prescription drugs to a maximum of five thousand dollars (\$5000) per calendar year

These shall be reimburse at a rate of:

- a) 70% for drugs purchased in Quebec
- b) 80% for drugs purchased from Costco using the prescription drug identification card
- c) 80% for drugs subject to Prior Authorization or Health Case Management and purchased from the provider designated by Great-West Life
- d) 70% for drugs purchased from any other source or drugs purchased without using the prescription drug identification card

- 4) Paramedical: Services of a licensed acupuncturist, chiropractor, massage therapist, naturopath, osteopath, physiotherapist, podiatrist, psychologist/social worker, or speech therapist to a maximum of three hundred dollars (\$300) per person per calendar year, per specialty.
- 5) Vision Care: One (1) Eye Examination per twenty-four (24) months. Effective 60 days following the date of ratification, add vision care coverage at \$150 every twenty-four (24) months for prescription glasses and/or contact lenses.
- 6) Orthotics: to a maximum of four hundred dollars (\$400) every three (3) calendar years for custom-made foot orthotics.
- 7) Orthopedic shoes: to a maximum of one-hundred and fifty dollars (\$150) every twelve (12) months for custom-fitted orthopedic shoes.
- 8) Incontinence supplies: to a maximum of one thousand dollars (\$1,000) per year.
- 9) Myoelectric Arms: to a maximum of ten thousand dollars (\$10,000) per prothesis
- 10) External Breast Prothesis: to a maximum of one (1) every twelve months
- 11) Surgical Brassieres: to a maximum of four (4) every calendar year
- 12) Mechanical or Hydraulic Patient Lifters: to a maximum of two thousand dollars (\$2,000) per lifter every five (5) years.
- 13) Outdoor Wheelchair Ramps: to a maximum of two thousand dollars (\$2,000) per lifetime.
- 14) Blood-glucose Monitoring Machines: to a maximum of one (1) every four (4) years.
- 15) Transcutaneous Monitoring Machines: to a maximum of seven hundred dollars (\$700) per lifetime.
- 16) Extremity Pumps for Lymphedema: to a maximum of fifteen hundred dollars (\$1,500) per lifetime.

- 17) Custom-made Compression Hose: to a maximum of four hundred dollars (\$400) per calendar year.
- 18) Wigs for cancer patients: to a maximum of two hundred and fifty dollars (\$250) per lifetime.
- 19) Out of Country Care expenses at one hundred percent (100%) coverage for emergency care with no maximum, and fifty percent (50%) coverage for non-emergency care to a maximum of \$3000 every 3 (three) calendar years.

21.03 Dental Benefits (Full Time Only)

The Employer shall provide all full-time employees who have completed their probationary period with a Dental Plan.

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

Eligible Expenses (Current ODA, fee guide as adjusted from time to time)

Deductibles:

Individual - Twenty-five dollars (\$25) each calendar year

Family – Fifty dollars each calendar year (\$50)

The individual and family deductibles do not apply to Accidental Dental injury expenses.

Reimbursement

Basic Coverage – eighty percent (80%)

Accidental Dental Injury Coverage – one-hundred percent (100%)

Maximums

Accidental Dental Injury Treatment – Unlimited

All other treatment – fifteen hundred (\$1500) each calendar year.

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

21.05 Part-time and casual employees will receive an amount equal to 6% of their regular straight time hourly rate for all straight time hours paid, in lieu of health insurance, health benefits and sick leave, effective October 25, 2019. Effective 60 days following the date of ratification, increase percentage in lieu of benefits for part-time and casual employees from 6% to 6.5%.

21.06 The Employer shall continue to pay its portion of premiums for insured

benefit plans provided employees continue to pay their portion while employees are on WSIB or pregnancy or parental leave or as required by the Employment Standards Act, 2000.

21.07 Employer's Obligations

The Employer's obligation pursuant to this Collective Agreement is to pay its share of the agreed upon premiums, to deduct and remit the employees' share of premiums and to contract for the coverage provided in Article 21. Eligibility for, and entitlement to, benefits is in accordance with the governing rules and regulations of the plan(s) of the insurance carrier(s). Any issues with respect to the insurer acknowledging or honoring any claims are matters as between the employee and the insurer and are not subject to the grievance or arbitration procedures.

The Employer shall provide to each full-time employee, upon request, a copy of the current benefit booklet for those benefits provided under this Article.

21.08 Effective 60 days from the ratification date, the Employer will provide an Employee Assistance Program to all employees.

ARTICLE 22 – TECHNOLOGICAL AND OTHER CHANGES

22.01 The Employer will make best efforts to 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 workplace and the bargaining unit employees.

ARTICLE 23 – GENERAL

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

23.02 Staff meal tickets are available for five dollars (\$5.00) plus H.S.T., which includes a soup or salad, one (1) beverage from the juice machine, and a regular portion of the daily entrée and a dessert of the day. The staff meal ticket is available to employees working their shift.

The price of the meal ticket will increase to six dollars (\$6.00), plus H.S.T., during the second year of the Collective Agreement.

23.03 Outdoor Staff Parking

The Employer agrees to provide outdoor staff parking at no cost in designated areas during the term of this Agreement, provided that sufficient space continues to be available.

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 and provide a copy to the Employer for review within sixty (60) days of receiving the arbitration award or written notice of ratification. Once approved and signed, the Union shall subsequently arrange to print sufficient copies within thirty (30) calendar days. The Employer and the Union will share equally the cost of printing the collective agreement. Both parties will approve the printing cost quotation.

23.05 Wherever the feminine gender is used in this Agreement, it shall include the masculine gender where the context so requires. Wherever the singular has been used in this Agreement, it shall be considered as if the plural has been used, where the context so requires.

23.06 All references in this Agreement to a number of days refer to calendar days, unless expressly stated otherwise in this Agreement.

23.07 Use of Video Surveillance

- a) Surveillance cameras and related equipment may be installed by the Employer to protect critical areas of the Employer's premises from theft, and/or to enhance the personal safety of members of the Embassy West Senior Living community.
- b) Surveillance cameras and related equipment shall not be used in employee occupied areas during normal working hours without the knowledge of the employees in the area and of CUPE Local 503.
- c) The Employer shall not use surveillance cameras to monitor the work of employees.

- d) No information obtained through the use of surveillance cameras may be used against employees unless the information constitutes evidence of misconduct.

ARTICLE 24 - TERM

24.01 Effective Date

The term of this Agreement shall be from August 9, 2020 to August 8, 2022 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 prior to the expiration date in each year that it desires its termination or amendment.

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

DATED this 14 day of September, 2022.

Ratified on August 18, 2021

ON BEHALF OF THE UNION

James C. A.
W. Kelly
Alutzy

ON BEHALF OF THE EMPLOYER

Lejla Basic
Stefan

SCHEDULE "A"

FULL-TIME/PART-TIME	2020 START RATES	AFTER PROBATION (560 hours)	FT - 1 year PT - 1560 hrs	FT - 2 years PT - 3120 hrs
Housekeeping/Laundry	\$16.85	\$17.72	\$18.65	\$19.58
Waiter/Waitress	\$16.85	\$17.72	\$18.65	\$19.58
Dishwasher	\$16.85	\$17.72	\$18.65	\$19.58
Activities Assistant	\$16.85	\$17.72	\$18.65	\$19.58
Front Desk Receptionist	\$16.85	\$17.72	\$18.65	\$19.58
Personal Support Worker (PSW)	\$18.54	\$19.52	\$20.55	\$21.64
Unregulated Care Provider (UCP)	\$19.21	\$20.24	\$21.27	\$22.41
Cook	\$19.21	\$20.24	\$21.27	\$22.41
Driver	\$19.21	\$20.24	\$21.27	\$22.41
Maintenance/Handyman	\$19.93	\$20.97	\$22.05	\$23.18
Registered Practical Nurse (RPN)	\$25.09	\$26.07	\$27.41	\$28.85
Clinical Nurse/ Charge Nurse	\$28.33	\$29.77	\$31.32	\$32.97

FULL-TIME/PART-TIME	2021 START RATES	AFTER PROBATION (560 hours)	FT - 1 year PT - 1560 hrs	FT - 2 years PT - 3120 hrs
Housekeeping/Laundry	\$17.10	\$17.99	\$18.93	\$19.87
Waiter/Waitress	\$17.10	\$17.99	\$18.93	\$19.87
Dishwasher	\$17.10	\$17.99	\$18.93	\$19.87
Activities Assistant	\$17.10	\$17.99	\$18.93	\$19.87
Front Desk Receptionist	\$17.10	\$17.99	\$18.93	\$19.87
Personal Support Worker (PSW)	\$18.82	\$19.81	\$20.86	\$21.96
Unregulated Care Provider (UCP)	\$19.50	\$20.54	\$21.59	\$22.75
Cook	\$19.50	\$20.54	\$21.59	\$22.75
Driver	\$19.50	\$20.54	\$21.59	\$22.75
Maintenance/Handyman	\$20.23	\$21.28	\$22.38	\$23.53
Registered Practical Nurse (RPN)	\$25.47	\$26.46	\$27.82	\$29.28
Clinical Nurse/ Charge Nurse	\$28.75	\$30.22	\$31.79	\$33.46

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LETTER OF UNDERSTANDING "A"

The parties agree to meet and to have good faith discussions over the duration of this Collective Agreement regarding "reporting time" between shifts. The parties further agree that the first meeting shall take place within 60 days of ratification with no more than two representatives from the Union and two representatives of the Employer.

DATED this 14 day of September, 2022.

ON BEHALF OF THE UNION

James W. A.
Will Kelley
Al Kelly

ON BEHALF OF THE EMPLOYER

Jeffrey Danc
Shirley Danc

LETTER OF UNDERSTANDING

B E T W E E N :

The Canadian Union of Public Employees, and its Local 503-15

(the "Union")

- and -

Embassy West Senior Living

(the "Employer")

RE: Retroactivity

This letter will confirm the parties agreement to exclude the following language that was contained in the July 14, 2021 memorandum of settlement from Schedule "A" of the Collective Agreement document that will be circulated to all staff:

Retroactivity on wages only will be paid to all current employees in the bargaining unit who are actively at work on the date of ratification within 60 days following receipt of notice of ratification from the Union.

For current employees in the bargaining unit who are on an approved leave of absence on the date of ratification but who worked on or after August 9, 2020, they may elect to receive payment for retroactivity on wages only on either:

(i) 60 days following receipt of notice of ratification from the Union; or

(ii) Their return to active employment with the Employer provided that such date is later than (i).

In the event that such employee(s) fail to make an election following delivery of the notice of election by regular mail or email at their last known address on file with the Employer, they will be deemed to have elected (ii).

Former employees who have successfully completed their probationary period and who have retired and/or resigned after August 9, 2020, shall also be entitled to retroactivity on wages only, where applicable. Within 60 days following receipt of notice of ratification from the Union, the Employer will notify such employees of their entitlement by regular mail or email at their last known address on file with the Employer and they will have 30 days from the date of notice within which to

Notwithstanding the fact that it is not included in the formal collective agreement document, the parties understand that the above process was followed with respect to the implementation of any retroactivity on wages following the Memorandum of Settlement dated July 14, 2021 with respect to the Collective Agreement for the period of August 9, 2020, to August 8, 2022. As of the date of this correspondence, all retroactive adjustments have been paid to eligible staff.

ON BEHALF OF THE UNION

James W. H.
W. J. Kelly
Albany

The same
 Dr. J. M. L.

