COLLECTIVE AGREEMENT

Between:

BRUCE VILLA INC.
HOUSING WITH SUPPORTS

-And-

UNIFOR
theUnion | lesyndicat

UNIFOR AND IT'S LOCAL 2458

Expiry July 31, 2027

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ARTICLE 1 – PREAMBLE

1:01 Whereas it is the desire of both parties to this Agreement:

(i) to maintain and improve the harmonious relations and settle conditions of employment between the Employer and the Union.

(ii) to recognize the mutual value of joint discussions and negotiations in all matters pertaining to working conditions.

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

ARTICLE 2 – RIGHTS OF THE VILLA

2:01 The Union acknowledges that all management rights and prerogatives are vested exclusively with the Employer and without limiting the generality of the foregoing, it is the exclusive function of the Employer:

(a) to determine and establish standards and procedures with care, welfare, safety, and comfort of the residents in the facility.

(b) to maintain order, discipline and efficiency, and in connection therewith, to establish and enforce rules and regulations.

(c) to hire, transfer, recall, promote, demote, classify, assign duties, discharge, suspend or otherwise discipline employees for just cause, provided that a claim of discriminatory transfer, promotion, demotion of classification or a claim that an employee who has completed the probationary period has been discharged or disciplined without just cause, may be the subject of a grievance and dealt with as hereinafter provided.

(d) to have the right to plan and direct the work of the employees and the operations of the facility. This includes the right to introduce new and improved methods, facilities, equipment, determine the amount of supervision necessary, arrange work schedules, and determine the number of personnel in any particular area or on the whole.

2:02 The Employer agrees that these rights shall be not be exercised in a manner inconsistent with the terms of this Agreement.

ARTICLE 3 – NO DISCRIMINATION/HARASSMENT

3:01 The Employer and the Union agree that there shall be no discrimination, interference, restraint, harassment or coercion exercised or practiced by either of them or by any of their representatives, with respect to any employee by reason of age, marital status, sex, race, creed, colour, national origin, political or religious affiliations, disability, sexual orientation save and except those limitations set out in the Legislation of the Province of Ontario.

Where the term "spouse" or "partner" is used in this Agreement, it shall mean a person to whom the employee is married or with whom the employee is living in a conjugal relationship outside marriage, including a person of the same or opposite sex.

3:02 **Workplace Harassment**

The employer and the Unifor are committed to providing a harassment-free workplace. Harassment is defined as a "course of vexatious comment or conduct that is known or ought reasonably be known to be unwelcome" that denies individual dignity and respect on the basis of the grounds such as gender, disability, race, colour, sexual orientation or other prohibited grounds, as stated in the Ontario Human Rights Code. All employees are expected to treat others with courtesy and consideration and to discourage harassment.

Harassment may take many forms: verbal, physical or visual. It may involve a threat or an implied threat or be perceived as a condition of employment. The following examples could be considered as harassment but are not meant to cover all potential incidents:

- Unwelcome remarks, jokes, innuendos, gestures or taunting about a person's body, disability, attire or gender, racial or ethnic backgrounds, colour, place of birth, sexual orientation, citizenship or ancestry;

- Practical jokes, pushing, shoving, etc., which causes awkwardness or embarrassment;

- Posting or circulation of offensive photos or visual materials;

- Refusal to work or converse with an employee because of their racial background or gender, etc.,

- Unwanted physical conduct such as touching, patting, pinching, etc.;

- Backlash or retaliation for the lodging of a complaint with the Employer or the Union, or participation in an investigation.

Harassment is in no way to be construed as properly discharged supervisory responsibilities, including the delegation of work assignments, the assessment of discipline or any conduct that does not undermine the dignity of the individual. Neither is this policy meant to inhibit free speech nor interfere with normal social, Employer/employee, or labour relations.

3:03 **Filing a Complaint**

If an employee believes she has been harassed and/or discriminated against on the basis of any prohibited ground of discrimination, there are specific actions that may be taken in the following order, to put a stop to it:

- Request a stop of unwanted behaviour;

- Inform the individual(s) that is harassing or discriminating against you that the behaviour is unwanted and unwelcome;

- Document the events, complete with times, dates, location, witnesses and details;

- Report the incident to the Supervisor/Committee person or other Union representative.

However, it is also understood that some victims of discrimination or harassment are reluctant to confront their harasser. In this event, the victim may seek assistance by reporting the incident directly to any Union representative or representative of management.

3:04 **Investigation**

Upon receipt of the complaint, the Supervisor or Union Committee person or representative contacted will immediately inform the Administrator and the Union Chairperson, or their designates, who will then interview the employee and advise the employee if the complaint can be resolved immediately or if the complaint should be formalized in writing.

A formal investigation of the complaint will then begin by the Administrator and the Union Chairperson or their designates, interviewing the alleged harasser, witnesses and other persons named in the complaint. Any related documents may also be reviewed.

3:05 **Resolution**

The Administrator and the Union Chairperson will try to mutually agree on an appropriate resolution, in an attempt to resolve within ten (10) days and ensure the resolution is fair and consistent with the intent of the Employer and National Unifor policy regarding discrimination and harassment in the workplace.

At the conclusion of this step, the complaint, if unresolved, will be inserted into Step 2 of the grievance procedure for resolution. In the event that the complaint is not resolved by the parties at Step 2 of the grievance procedure, it may be appealed to arbitration in accordance with the provisions of the collective agreement. The parties agree that this procedure is an alternative complaint procedure and as such, complaints should not be pursued through both the grievance procedure and the Human Rights complaint procedure.

3:06 **Violence Against Women**

The parties hereby recognize and share the concern that women may face situations of violence or abuse in their personal lives that may affect their attendance or performance at work. The parties agree that

when there is adequate written verification from a recognized professional (i.e., doctor, lawyer, professional counsellor), a woman who is in an abusive or violent personal or domestic situation will not be subjected to discipline without giving full consideration to the facts in the case of each individual and the circumstances surrounding the incident otherwise supportive of discipline.

This statement of intent is subject to a standard of good faith on the part of the Employer, the Union and the affected employees and will not be utilized by the Union or the employees to subvert the application of otherwise appropriate disciplinary measures.

ARTICLE 4 – UNION RECOGNITION

4:01 (a) The Employer recognizes the Union as the sole collective bargaining agent for all employees covered by this Agreement, save and except supervisors, persons above the rank of supervisor, professional nursing staff, and paramedical personnel.

(b) The Employer agrees that it will not enter into any other agreement with employees either individually or collectively which will conflict with any of the provisions of this Agreement.

4:02 (a) **Contracting Out**
The Employer agrees not to contract out any work normally performed by the employees of the bargaining unit for the term of this Agreement.

(b) **Excluded Persons**
Supervisors and all other persons including those persons whose jobs are not in the bargaining unit shall not work on any jobs which are included in the bargaining unit except in cases of emergency and safety.

4:03 The Employer will supply the Union Office and the Union Committee members with a list of department heads, supervisors, members of the management committee and other persons with authority. The list will be adjusted when changes occur.

4:04 It is agreed that the word "employee" or "employees" wherever used in this Agreement shall be deemed to refer only to an employee or employees in the bargaining unit as hereinbefore defined and where the feminine pronoun is used in this Agreement, it shall be deemed to include the masculine pronoun, and vice-versa, where the context so requires.

4:05 A full time employee is described as working 24 or more hours per week. A part time employee is described as working fewer than 24 hours per week.

4:06 **Data to be supplied to Union**
The Employer will supply the following information to the Union Committee and will advise the Committee of any changes in this information:

(i) The names and classifications and rate of pay of employees who acquire seniority.

(ii) The names of employees who transfer into or out of the Bargaining Unit.

(iii) The names of laid off or recalled employees.

(iv) The names of seniority employees who have lost seniority.

(v) Addresses and postal codes of employees; active and retired.

(vi) The names of seniority employees who have retired.

ARTICLE 5 – CORRESPONDENCE

5:01 All correspondence between the parties arising out of this Agreement, or incidental thereto, shall be provided to the Committee Chairperson and Local Union President or designate.

ARTICLE 6 – UNION REPRESENTATION

6:01 The Employer acknowledges the rights of the Union to appoint, or otherwise select a Union committee, which shall be composed of not more than one (1) Unit Chairperson and two (2) committee persons. The name of each of the committee persons (one of whom shall be chairperson of the Union Committee) from time to time selected shall be given to the Employer in writing and the Employer shall not be required to recognize any such committee person or chairperson until it has been so notified.

6:02 The Employer undertakes to secure from all members of its supervisory staff to co-operate with the Committee persons in the administration of the terms and provision of this Agreement.

6:03 The Union undertakes to secure from its officers, Committee persons, and members, their co-operation with the Employer and with all persons representing the Employer in a supervisory capacity.

6:04 The rights of Committee persons to leave their work without loss of regular pay to attend to Union business are granted on the following conditions:

Such business must be between the Union and the Employees having complaints or grievances and may discuss these with the Committee person in working hours.

The time shall be devoted to the prompt handling of necessary Union business.

The Committee person concerned shall obtain the permission of the supervisor concerned before leaving his work, and shall report to his supervisor on his return to work. Such permission shall not be unreasonably withheld.

The Employer will make every effort to schedule grievance meetings during the regular working hours of the Chairperson or alternate.

6:05 It is agreed that the Union and the employees will not hold meetings at any time on the premises of the Employer without the permission of the Administrator.

6:06 In accordance with this understanding, the Employer will compensate such employees at their regular rate of pay for the time spent on Union business, including negotiations for a new Collective Agreement, including conciliation. The Negotiating Committee will be scheduled as "negotiating" on negotiating days. For purposes of clarity, the first shift of the day begins at 11:00 p.m. on the date prior.

6:07 When a Manager intends to meet with an employee for the purpose of imposing discipline, the Manager shall notify the employee as far in advance as is possible of the

purpose of such meeting. A Committee person shall have the right to consult a National Representative and/or a full time Local Union Officer.

6:08 A National Representative(s) and/or a full time Local Union Officer(s) may be present and participate in any meeting with management concerning the bargaining unit. The Union will give advance notice of their intent to participate in such meetings, and will provide, in advance, their agenda for the meeting.

6:09 The Employer shall make available to the Union, on request, information required by the Union, such as job descriptions, positions in the Bargaining Unit, job classifications, job evaluations, information relating to welfare plans, job postings, etc.

ARTICLE 7 – UNION SECURITY

7:01 All employees covered by this Agreement shall have Union dues deducted monthly as a condition of employment.

7:02 All present employees who are members of the Union and all new employees covered by this Agreement shall remain members in good standing for the duration of their employment as a condition of employment.

7:03 The Employer shall send to the Union office each month, when applicable, a list of the names, addresses, and classifications of all new employees and the names, and current addresses of those employees who have terminated employment and the reasons supplied by the Employer for termination.

7:04 The employer agrees during the lifetime of this agreement to deduct union dues. The amounts so deducted shall be such sums as may from time to time be assessed by the Union on its members in accordance with the Unifor Constitution and By-laws of the National and Local Union.

The Employer agrees to forward the total amount deducted to the Financial Secretary of the appropriate Local Union by cheque no later than the 25th day of the month in which the deduction was made. When remitting such dues include a list of names and classifications of the employees from whose pay such deductions have been made and their hourly rate of pay.

7:05 New employees shall have deductions for Union dues made from the first pay of the month following completion of the first full month of employment.

7:06 T-4 slips issued annually to employees shall show deductions made for Union dues.

7:07 The Union will save the Employer harmless from any claims that may arise from any deduction from wages in respect of check-off of Union Dues or any action taken at the request of the Union.

7:08 The Employer shall permit the Unit Chairperson or designate of the Bargaining Unit a meeting with all new employees during orientation as scheduled by the Employer. Such meeting will be to introduce the new employee to the Bargaining Unit and to explain the Collective Agreement and any other matter of interest.

ARTICLE 8 – COMPLAINTS AND GRIEVANCES

8:01 The Union or any employee has the right to lodge a grievance with respect to any matter arising out of the interpretation, application, or alleged violation of this Agreement.

8:02 The parties agree that reasonable efforts ought to be made to resolve complaints informally before resorting to the formal grievance procedure. Accordingly, before a complaint is reduced to writing, any employee who has a complaint or grievance, may, with the presence of a committee person if desired, discuss the matter with her Manager within five (5) working days after the employee knows or ought to have known of the circumstances giving rise to the complaint or grievance. The manager shall give a verbal response to the employee or union representative within two (2) working days of receiving the complaint.

Step 1

Should the complaint remain unresolved, the employee and/or committee person may submit a written grievance to her Manager within five (5) working days from the time the verbal response was received. The grievance shall identify the nature of the grievance, and the remedy which is sought. The Manager will deliver her decision, in writing, within five (5) working days following the day on which the grievance was presented to her.

Step 2

A grievance, which has not been settled at Step 1, may be presented, in writing, to the Administrator no more than five (5) working days after the Union has received the written reply under Step 1. The Employer Grievance Committee shall meet with the Union representative (s) within five (5) working days of receipt of the grievance and shall render its decision in writing within five (5) working days of such meeting. The Local Union President or the National Union Representative may be in attendance at this meeting. If a grievance is not settled it may be referred to arbitration as provided hereinafter.

8:03 **Group Grievance**

When a number of employees have similar complaints or grievances, they may present a group complaint or group grievance to their Manager under the Grievance and Arbitration Procedures.

8:04 **Policy Grievance**

Either party to this Agreement may lodge a grievance, in writing, with the other party about any complaint or difference regarding employment relations, working conditions or any subject which relates to the interpretation or administration of this Agreement. Such grievance shall commence at Step 2 of the Grievance Procedure and shall be carried through the Grievance and Arbitration Procedures, as outlined in this Collective Agreement.

8:05 Any step of the Grievance Procedure may be waived by mutual agreement, in writing, between the Employer and the Union.

8:06 Agreements arrived at between the Employer and the Union concerning the disposition of any specific individual, group or policy grievance shall be reduced to writing and shall be final and binding upon the Employer, the Union and the employee(s) concerned.

8:07 The time limits specified in both the Grievance and Arbitration Procedures may be extended by consent of the parties.

ARTICLE 9 – ARBITRATION

9:01 Failing settlement of any grievance processed under the foregoing procedure, the grievance may be submitted to Arbitration as hereinafter provided. Should Arbitration be involved, a written request for Arbitration shall be given to the Employer or Union in the case of an Employer grievance, within twenty (20) working days after receipt of the final written answer to the grievance.

9:02 The Arbitration Procedure incorporated in this Agreement shall be based on the use of a single Arbitrator, unless the parties mutually agree to the use of an Arbitration Board.

9:03 Each of the parties will bear its own expenses with respect to any Arbitration proceedings. The parties hereto will bear jointly the expenses of the Arbitrator or the Board Chairperson on an equal basis.

9:04 The Arbitrator or Board shall not be authorized, nor shall it assume authority to alter, modify, or amend any part of this Agreement, nor to make any decision inconsistent with the provisions thereof or deal with any matter not covered by this agreement.

9:05 The decision of the Arbitrator or Board shall be final and binding on the Employer, the Union and any employee(s) affected by it.

9:06 The party making the application to Arbitration shall supply in writing the name of three (3) impartial arbitrators. The other party may accept one of the arbitrators, or reject all three (3) names proposed, in which case that party shall propose three (3) alternate names to the party appealing. If the parties fail to select an arbitrator by this process, then either party may request the Minister of Labour to designate an arbitrator.

9:07 (a) The Arbitrator, or Board of Arbitration shall have authority only to settle disputes under the terms of this Agreement and only interpret and apply this Agreement to the facts of the grievance(s) involved. Only grievances arising from the interpretation, application, administration, or alleged violation of this Agreement, including a question as to whether a matter is arbitrable shall be arbitrable.

(b) The Arbitrator or Arbitration Board shall have the power to receive and accept evidence and information on oath, affidavit or otherwise as in its discretion it considers proper, whether or not the evidence is admissible in a court of law.

(c) Notwithstanding the time limits referred to within this Agreement, a grievance or arbitration decision shall not be deemed invalid by reason of a defect in form, a technical irregularity, or an error of procedure if it results in a denial of natural justice. An Arbitrator or Board may relieve against those defects, irregularities or errors of procedure on just and reasonable terms.

(d) The Arbitrator or Board shall have the power to amend a grievance, modify penalties or dispose of a grievance by any arrangement which it deems just and equitable.

9:08 Should the parties disagree as to the meaning of the Arbitrator's or Board's decision, either party may apply to the Arbitrator or to the Chairperson of the Board of Arbitration to reconvene the Board to clarify the decision.

9:09 The time limits fixed in both the grievance and arbitration procedure may be extended by mutual consent of the parties. The time limits in this Agreement are not mandatory but are intended to serve as guidelines in order to expedite the procedure.

ARTICLE 10 – DISCHARGE, SUSPENSION, DISCIPLINE

10:01 A claim by an employee who has completed her/his probationary period that she or he has been unjustly discharged shall be treated as a grievance if a written statement of such grievance is lodged by the employee with the Administrator or designate within five (5) days after the employee has received her/his discharge notice. Such grievance will be taken up at a special meeting with the Administrator or designate at Step 2 of the Grievance Procedure.

10:02 In the event the Employer is dissatisfied with the work of an employee and corrective discussion has not resolved the problem, the Employer shall notify the employee in writing of the dissatisfaction concerning her/his work within ten (10) working days of the incident, giving rise to the complaint, and the Unit Chairperson. This notice shall include particulars of the work performance which led to the complaint. If this procedure is not followed, such complaint shall not become a part of an employee's record.

10:03 **Administration of Discipline**

(a) The Union Chairperson or a Committee person will be present during all warnings or counselling sessions regarding disciplinary actions. When an employee is called to an interview, and the subject of the interview is discipline, the employee will be so informed by the Employer's representative when given notice of the interview and will be advised to have her Union representative present. This shall not apply to urgent circumstances where the employee must be removed immediately. The employee can elect to proceed with the meeting in the absence of a Union Representative. A copy of any warning to be placed in an employee's file must be copied to the Union Chairperson.

(b) Discipline shall be defined as a verbal reprimand, written warning, suspensions or dismissal. No disciplinary action shall remain against an employee's record for a period longer than twelve (12) months from the date of occurrence.

10:04 An employee, shall, upon written request and with reasonable notice, be granted the opportunity to view her/his personal file. Information to be viewed will be:

1. Application form.
2. Written warnings and evaluations.
3. Incident reports.
4. Medical file.

At the employee's request, a committeeperson may be present.

10:05 An employee, subject to discipline, including verbal warnings, shall have the right to the presence of a Union Committee Member at the time the disciplinary action is taken if she/he so chooses. The Employer shall inform the employee of her/his right to representation.

10:06 **Discharge and Suspension**

A claim by an employee that she has been unjustly discharged or suspended shall be treated as grievance if a written statement of such grievance is filed by the employee with the Union Committee within five (5) working days after the employee has received notice of the discharge or suspension in writing from the Employer. Such grievance will be taken up by the Union at a special meeting with the Employer to be held within five (5) further working days and which shall be treated as a Step 2 meeting. If the Employer' decision is not satisfactory to the employee or the Union, the matter may then proceed to arbitration on the giving of the prescribed notice of appeal to arbitration as herein provided.

It is agreed that the Union Chairperson will be notified immediately on the dismissal or suspension of any employee within the bargaining unit. In the event that the Employer initiates a disciplinary action against an employee resulting in the suspension or discharge of the employee, the employee shall be notified in writing of the reason(s) for the disciplinary action, with a copy to the Union Chairperson. In the case of the dismissal of an employee, a copy of the reasons for the dismissal shall be provided to the President of the Unifor Local Union.

ARTICLE 11 – NO STRIKES, LOCK-OUTS

11:01 In view of the orderly procedures established by this Agreement for settling of disputes and the handling of grievances, the Union agrees that during the term of this Agreement, there will be no strikes, and the Employer agrees that there will be no lock-out. Strike or lock-out shall be defined as in the Labour Relations Act.

11:02 During the term of this Agreement, the Employer shall have the right to discipline employees who take part in or instigate any strike subject to the grievance procedure.

ARTICLE 12 – LABOUR/MANAGEMENT MEETIGNS

12:01 It is agreed by the Union and the Employer that a Labour-Management Relations Committee be established for the purpose of the exchange of ideas and information on matters of mutual interest and concern.

(a) This committee shall be comprised of the Union representatives as defined in Article 6:01 of this agreement, and up to three (3) members of management.

Only those employees scheduled to work at the time of the meeting shall be paid, their straight time regular rate of pay for all time spent in attendance at the meeting.

(b) The parties will meet at least once every two (2) months, subject to an agenda. Agenda shall mean new or unfinished business. An agenda is to be submitted to either party forty-eight (48) hours in advance of each meeting.

(c) The parties agree that the purpose of the Labour-Management Relations Committee is to promote harmonious relations and provide, to the extent possible, preventive mediation.

ARTICLE 13 – SENIORITY

13:01 Seniority as referred to in this Agreement shall mean length of continuous service in the employ of the Employer from last date of hire.

13:02 An employee will be considered on probation for the first **60** days worked, or **450** hours, whichever comes first, and will have no seniority rights during that period of time. After probationary service his/her seniority shall date back to the day on which his/her employment began.

13:03 Seniority lists will be revised each six (6) months, and a copy of the lists will be posted in the Villa and a copy given to the Union and the Union Committeeperson. If an employee does not challenge the position of his name on the seniority list within thirty (30) calendar days from the date of the posting of the seniority list, then he shall be deemed to have proper seniority standing.

13:04 Seniority shall terminate and an employee shall cease to be employed by the Employer when he:

(a) voluntarily quits his employment with the Employer.

(b) is discharged and is not reinstated through the grievance procedure or arbitration procedure.

(c) Is absent from work for three (3) consecutive days without notifying the Company, unless a satisfactory reason is given.

(d) Is off the payroll or on layoff for a continuous period equalling the employee's length of service, to a maximum of thirty-six (36) months, excluding a valid Workers' Safety & Insurance Board (WSIB) claim, maternity leave, and verified lengthy illness.

(e) Fails to notify the Employer of intention to return to work within forty-eight (48) hours of being notified of recall by registered mail, or fails to return to work within seven (7) calendar days after being notified of recall, unless unable due to a verified medical reason.

(f) fails to return to work upon the termination of an authorized leave of absence unless justifiable reason is given to the Employer.

(g) accepts gainful employment with any other employer while on leave of absence without first obtaining the consent of the Employer in writing.

13:05 An employee shall not lose seniority rights if she is absent from work because of sickness, accident, or leave of absence approved by the Employer.

13:06 It shall be the duty of each employee to notify the Employer and the Union promptly of any change of address and/or telephone number. If the employee fails to do this, the Employer will not be responsible for failure of a notice to reach such employee. Notice of recall after layoff shall be sent to an employee by registered mail to his last address on record with the Employer.

13:07 Any employee's return to work after sickness or accident, exceeding two (2) weeks, will be conditional on his supplying, when requested, a certificate from a licensed physician stating that he is fit to return. The Employer shall pay the physician's normal and customary fees for completing such a certificate.

ARTICLE 14 – LAYOFF REDUCTION OF HOURS AND RECALL PROCEDURE

14:01 For the purpose of layoffs, reduction of hours and recalls to employment, seniority shall be defined as continuous service with the Employer since the last date of hire by the Employer and classification seniority shall be defined as continuous service in the job classification with the Employer.

14:02 The parties recognize the existence of the job classifications set forth in Schedule "A" hereto.

14:03 The following procedure shall apply in the event of layoff, reduction of hours or recall of employees;

(a) The department and the classification within such department in which the layoff is to occur will be identified.

(b) Probationary employees who are employed within such classification will be laid off first.

(c) Employees within such classification shall then be laid off on the basis of seniority.

(d) Employees shall be recalled in the reverse order of layoff provided that such employees are qualified and willing to do the work which is then available.

(e) An employee who has been laid off from his/her classification in accordance with the foregoing may displace another employee (including a probationary employee) who is employed in another department or classification provided:

(i) He/she has more institutional seniority than the employee he/she seeks to displace;

(ii) He/she has the willingness, ability and experience to perform the requirements of the job of the employee he/she seeks to replace; and

(iii) An employee who has had his/her hours reduced may displace another employee with less seniority who is working more hours, but in doing so,

must give up his/her original position and must assume the complete schedule of the person so displaced.

(f) Employees shall be recalled in reverse order of layoff by notice in writing, delivered personally by telegram or by registered mail to the last recorded address of the employee shown on the seniority list or on the payroll of the employer. A copy of such notice shall also be mailed to the union on the day of issue.

14:04 (a) **Notice of Layoff**
In the event of a proposed layoff of a permanent or long-term nature, the employer will, where possible provide the Union with at least 6 weeks-notice. This notice is not in addition to required notice for individual employees.

(b) In the event of a layoff of a permanent or long-term nature, the employer will provide - affected employees with notice in accordance with the Employment Standards Act. However, the Employment Standards will be deemed to be amended to provide notice to the affected employees as follows:

- if her service is greater than 9 years - 9 weeks notice
- if her service is greater than 10 years - 10 weeks notice
- if her service is greater than 11 years - 11 weeks notice
- if her service is greater than 12 years - 12 weeks notice

(c) Seniority shall be calculated as of the date of the proposed layoff.

(d) A copy of any layoff notice shall be sent to the Union at the same time as it is given or mailed to employees concerned.

(e) The Employer agrees to meet with the Union upon request for the purpose of discussing the method of implementation of a layoff or recall.

14:05 No full time employee in the Bargaining Unit shall be laid off by reason of that employee's duties being assigned to one or more part time employee(s).

14:06 Any employee who is laid off shall retain full benefits for the month following the month in which the layoff takes place.

ARTICLE 15 – HOURS OF WORK AND OVERTIME, ETC.

15:01 The following is intended to define the normal hours of work for employees but shall not be interpreted as a guarantee of hours of work per day or per week or days of work per week.

15:02 The normal hours of work shall be a seven and one-half (7½) hour daily shift with a thirty (30) minute unpaid meal period allowed on each shift. Such meal period shall not be considered as time worked.

15:03 (a) There shall be two (2) paid fifteen (15) minute break periods for each seven and one-half (7½) hour shift. There shall be one (1) paid fifteen (15) minute break period for each shift of five (5) hours or less.

(b) Shifts shall be arranged so that no employees will work more than five (5) consecutive days on with two (2) consecutive days off.

(c) No employee will be required to work more than seventy-five (75) hours in any two (2) week period.

(d) The employer will schedule each employee such that they will not be required to work two (2) consecutive weekends. This requirement shall not apply where the employee has agreed to work, voluntarily accepted another schedule, or where there are exceptional, emergency or urgent circumstances, or in order to comply with Article 17:04.

15:04 The Union recognizes that the Employer's obligations to residents will make overtime work necessary from time to time. Therefore, the employee is expected to co-operate with the Employer by working overtime when it is assigned. Overtime will not be compulsory.

15:05 Overtime shall be paid for all hours worked over seven and one-half (7-½) hours in a shift and seventy-five (75) hours bi-weekly at the rate of time and one-half (1-½) the employee's regular rate of pay.

15:06 In the event employees of their own accord, for their own personal convenience wish to change shifts with other appropriately qualified other employees presently in the employ of the Employer, they shall first submit such request (24 hours in advance of the proposed change), in writing to the Administrator or her authorized deputy for her written approval, such approval shall not be unreasonably denied. The Employer shall not be responsible or liable for overtime claims and non-compliance with the above provisions that might arise or accrue as a result of the exchange of shifts.

15:07 There shall be a minimum of sixteen (16) hours off between each shift. A shorter period of time between changes of shift may be scheduled by mutual consent.

15:08 Where staff are not available at straight time rates and overtime must be paid, such work shall be offered to all employees on a rotating seniority basis.

Overtime opportunities for which an employee declines shall count as overtime worked for the purpose of offering overtime on a rotating basis.

The Employer shall pay time and one-half (1½) the employee's regular rate of pay for all time worked in excess of seven and one-half (7½) hours per day or seventy-five (75) hours in a bi-weekly pay period, but not both.

15:09 The days of work for an employee, the starting and quitting times each day and the time of lunch period and time of rest periods, will be determined by the Employer in accordance with its requirement. It is agreed that the lunch period will be scheduled within the limits set out by the Employment Standards Act (ESA). The hours and days of work of each employee shall cover a four (4) week period and shall be posted fourteen (14) days in advance. There shall be no change in the schedule of employees after being posted unless by mutual agreement.

15:10 Call-in shall mean the calling in to work, at the Employer's request, of any employee on an assigned day off as per the posted schedule:

Employees shall be called in according to seniority. Once an employee has worked seventy-five (75) hours in a bi-weekly pay period, the next senior employee shall be called in.

When an employee is called in and there is more than one (1) shift available, such employee shall be offered their choice of all available shifts according to their seniority, provided it does not create the need to pay overtime premiums.

15:11 (a) If an employee is called in within one-half (½) hour prior to the start time of the shift and the employee commences work within one (1) hour of the call, then the employee will be paid as if the entire shift had been worked.

(b) Employees called in to work outside of their scheduled working hours shall be guaranteed at least four (4) hours of work, or if no work is available, shall be paid for at least four (4) hours.

(c) Employees shall be paid at their straight time hourly rate of pay for all hours spent in attendance at mandatory in-service training.

15:12 Any legitimate complaint in connection with the distribution of overtime, or the call-in provisions of this Agreement, will be adjusted by allowing the affected employee to work the next available overtime or call-in opportunity as the case may be. Where the affected employee is next on the call-in rotation, she will be given the opportunity and one shift of pay.

15:13 (a) Employees may request in writing on a form provided by the Employer to exchange shifts with one another. Such requests shall be at the discretion of the Employer and will not be unreasonably denied.

(b) Employees may request in writing to give away shifts to another employee. Such requests shall be at the discretion of the Employer and will not be unreasonably denied.

(c) Shift changes and shift giveaways combined will be to a maximum of two (2) per staff member per schedule. No overtime or premium rate shall be paid to an employee as a result of the Employer granting such requests. Furthermore, employee status, whether part time or full time, shall not be affected by shift changes or giveaways.

15:14 In the event that an employee is going to be late or absent for her scheduled shift, she must contact the Employer, providing as much notice as possible prior to the start of her shift. Unless impossible, in the case of an absence on the day shift, at least one (1) hour of notice must be provided; for all other shifts, a minimum of two (2) hours is required.

15:15 Where an employee has been absent from work due to a non-work-related illness or injury for a period of three (3) days or more, her return to work will be subject to the provision

of a doctor's note confirming the dates of illness or injury and the date on which she is fit to return to work. The Employer may request such note for an absence of shorter duration, provided it covers the cost of the note to a maximum of twenty dollars ($20) the reimbursement of which shall be made to the employee within a further two business days. This article in no way limits the ability of the Employer to request further medical information in keeping with applicable law. Where the absence is a Personal Emergency Leave day as prescribed in the Employment Standards Act, the employee will not be compelled to provide a doctor's note as verification of the absence. The Employer may still require proof of fitness to return to work.

15:16 Should the Employer require a medical report from the employee's doctor beyond what is addressed in Article 15:15 above, it will make such request in writing to the employee who will in turn hand deliver it to her doctor. The request will include an invitation for the doctor to submit an invoice for the Employer to pay directly, or in the alternative, where the employee must pay the doctor, she will receive reimbursement by the Employer within a further two (2) business days.

ARTICLE 16 – PROMOTIONS AND STAFF CHANGES

16:01 It is mutually agreed that notices within the scope of the bargaining unit of any vacancy occurring as the result of death, retirement, resignation, promotion, demotion, or termination of employment or any new jobs created, shall be posted on a bulletin board for a period of seven (7) calendar days. The Employer shall fill such vacancy on completion of the job posting procedures as soon as possible. It is further agreed that posting during the months of June, July, August will occur but based on operation needs due to vacation, the successful job applicant may not be placed into the new posting until vacations allow or at the earliest convenience for scheduling purposes.

16:02 (a) Employees shall have the right to bid during such seven (7) calendar day period on such vacancy or new-job created: Such vacancy or new job created shall be filled from the applications received on the basis of seniority provided the senior employee possesses the necessary qualifications and ability to perform the work required.

(b) Any notice posted pursuant to 16:01 above shall contain the following information: Nature of Position; Qualifications; Shift; Wage or Salary Rate or Range.

(c) The Employer agrees to give the Unit Chairperson a copy of all job postings.

16:03 (a) An employee that has been accepted to fill a permanent vacancy, may within the first thirty (30) working days after being assigned to such vacancy, elect to revert back to their previous position with no loss of any contractual rights.

(b) Should an employee revert back to his/her previous position, the next senior qualified applicant shall be awarded the position and (a) shall also apply.

16:04 In the event the successful applicant within thirty (30) working days of commencing work in the posted position proves unsatisfactory, she/he shall be returned to her/his former position within reasonable time without loss of seniority.

16:05 If an employee accepts a position outside the bargaining unit, such employee shall have a thirty (30) day trial period and such employee shall retain the seniority acquired at the date of leaving the unit, but will not accumulate any further seniority. If such an employee later returns to the bargaining unit within the thirty (30) day period, such employee shall be placed in a job consistent with the employee's seniority. Such return shall not result in the layoff or bumping an employee holding greater seniority.

16:06 An employee called on to perform duties in a higher rated category shall be paid not less than the start rate for that category. If the start rate in the higher category is less than the employee's own rate, the employee shall be paid the rate in the higher category, that is, next above her own rate.

ARTICLE 17 – HOLIDAYS

17:01 (a) All employees covered by this Agreement shall receive a regular day's pay at their regular rates for the following Holidays, if not worked:

New Year's Day	Good Friday
Victoria Day	Canada Day
Civic Holiday	Plus one (1) additional float holiday.
Labour Day	Thanksgiving Day
Christmas Day	Boxing Day
Family Day	

(b) An employee who is required to work on any of the aforementioned holidays will receive, at the employee's option, either:

(i) holiday pay, plus pay at the rate of time and one-half the employee's regular rate of pay for work performed on such holiday; or

(ii) pay at the rate of time and one-half the employee's regular rate of pay for work performed on such holiday and a lieu day off with pay within thirty (30) days following the holiday. Such requests must be made in writing to the Administrator.

17:02 (a) In order to be entitled to Holiday pay, an employee must work the regular scheduled shift immediately before and following any of the above named holidays unless absent due to illness, injury covered by the Workers' Safety & Insurance Board (WSIB) or an approved leave of absence.

(b) The employee will not be paid for the holiday if he or she has been instructed to report for work on such holiday and has failed to do so unless absent due to illness, injury covered by the Workers' Safety & Insurance Board (WSIB) or an approved leave of absence.

17:03 In order to be entitled to Holiday pay, a part time employee must work ten (10) shifts in the previous twenty-eight (28) days. For employees working less than ten (10) days of the previous twenty-eight (28) days, they will be entitled to pro-rated holiday pay based on their number of shifts worked in relation to the ten (10) day requirement. This language will not apply if ESA provides a better benefit.

17:04 (a) The employer shall provide that every employee shall have at least Christmas or New Years day off if requested by the employee.

(b) The employer shall make its best efforts to provide three (3) consecutive days off during the Christmas Holiday Season. It is understood that to accommodate the provisions of this article, the employer shall assign the relevant statutory holiday. The Christmas Holiday Season shall be defined as the period from December 22 through to January 4 of each year.

(c) A list will be posted, and employees will be asked to indicate by October 31 their choice as to whether they wish to be scheduled off for Christmas or New Years. Where an employee indicates a choice they will be scheduled by seniority.

(d) To accommodate the provisions of this article the parties agree to waive the normal schedule practices. The scheduling of time off pursuant to this article shall take priority over vacation and leave of absence requests.

ARTICLE 18 – VACATIONS

18:01 The date of determining the vacation entitlement in a vacation year shall be the anniversary date.

18:02 Each employee shall be entitled to vacation and pay as set out herein below:

Start to three (3) years - 2 weeks at 4%
Three (3) to eight (8) years - 3 weeks at 6%
Eight (8) to fifteen (15) years - 4 weeks at 8%
More than fifteen (15) years - 5 weeks at 10%
Twenty-four (24) years or more - 6 weeks at 12%

18:03 (a) Vacation lists will be posted on January 1 of each year. Employees shall be required to express their vacation preference not later than the 1 day of April in each year to the Employer for vacation selection. Any conflicts in request for vacation time will be resolved according to seniority. The Employer will post final vacation list by April 15 in each year.

Any employee having vacation left and does not request it in the above clause, it will be granted on a first come first choice basis, but under no circumstances will these requests displace any employee's scheduled vacation.

(b) Vacations are not cumulative from year to year and all vacations must be taken by October 1 next following the September 30 cut-off date unless otherwise arranged by mutual consent.

(c) (i) Vacation pay entitlement shall be paid by separate cheque on the last regular pay date immediately preceding the scheduled vacation; or

(ii) Upon request of the affected employee, and subject to the amount of vacation pay that the employee has accrued to the date of the request up to two weeks' vacation pay from the employee's current year's entitlement

shall be paid on a regular pay date of the Employer. Such request may be made at anytime and the vacation pay will be issued within three (3) weeks thereafter. This clause does not relieve the employee of the requirement to take his/her allotted vacation.

18:04 The number of employees that may be on vacation at one period is to be determined by the Employer subject to the availability of replacement staff and seniority. Notwithstanding the foregoing, the Employer will endeavour to allow three (3) employees off on vacation at a time.

18:05 An employee who becomes sick immediately prior to going on vacation and is thus prevented from taking vacation shall have her vacation rescheduled, after all other vacation periods have been granted, providing the employee provides satisfactory evidence to her department head of such illness. If during the employee's vacation she becomes incapacitated and is confined to hospital under the care of a medical doctor, the duration of such confinement shall be considered as sick time and any unused vacation will be re-scheduled. The employee is responsible for notifying the department head of such incapacitation when it occurs.

18:06 Vacation relief hours will be given to employees by seniority, any resulting available hours shall be given to employees who are scheduled less than seventy-five (75) hours bi-weekly first, any extra hours will be given to call-ins.

Subject to an employee providing proof where an employee's scheduled vacation is interrupted, due to bereavement, the employee shall be entitled to bereavement leave in accordance with applicable provisions of the bereavement leave article. The portion of the employee's vacation which is deemed to be bereavement leave under the above provisions will not be counted against the employee's vacation credits.

ARTICLE 19 – LEAVE OF ABSENCE AND UNION LEAVE

19:01 The employer may grant a personal leave of absence based on operational needs and subject to the following terms and conditions:

(a) the request must be made in writing at least two (2) weeks before the leave commences and must be placed in the supplied drop box. The employer will respond to the request within seventy-two (72) hours of receiving the request. The two (2) week provision may be waived for situations out of the employee's control.

(b) the request must state the start date and the end date of the leave:

(c) the request must state the reason for the leave;

(d) the request must state the employee's contact information while on leave, including phone numbers and emails;

(e) the employee must agree to promptly notify the employer of any change in contact information while on leave

(f) any request for an extension of the leave must be made at least two (2) weeks prior to scheduled end date of the leave. The two (2) week provision may be waived for situations out of the employee's control.

(g) emergency leaves of absence shall be granted in accordance with any applicable provisions of the Employment Standards Act, any amendments to the Act and any regulations made under the Act.

19:02 (a) The Employer shall grant leaves of absence to employees to attend Union Conventions, Seminars, Education Classes or other Union business. The Union agrees that, in making requests for leave of absence, that it not unduly affect the proper operations of the Employer.

(b) Employees on such leave of absence will be paid by the Villa, who will be reimbursed by the Union for the amount paid to the employees within ten (10) calendar days of receipt of invoice.

19:03 The employer will grant a leave of absence without pay and without benefits for a period of up to thirty-six (36) months, or the duration of the opening, to an employee for the purpose of accepting a full time staff or elected position with the Union. Application for such leave must be made in writing at least one (1) month prior to the commencement of the leave.

19:04 The Employer will continue to provide benefit coverage as specified above for employees while off on leaves of absence as specified in this collective agreement. Such benefits will be provided at the employee's expense.

ARTICLE 20 – BEREAVEMENT LEAVE

20:01 (a) In the event of the death of the employee's spouse or child, that employee will be granted a paid leave of one (1) week at their regular rate of pay.

For the purpose of this clause, "spouse" shall mean husband, wife, common-law relationships (common cohabitation, representation in the community and a relationship of some duration), or a partner of the same gender. Also, child shall include step-children.

(b) In the event of the death of the employee's parent, brother or sister, grandparents, mother-in-law, father-in-law, sister-in-law, brother-in-law, legal guardian, grandchildren or step-parents, that employee will be granted a paid leave of three (3) days.

(c) Two (2) days bereavement leave will be granted for attendance at the funeral of a daughter-in-law or son-in-law.

(d) All employees shall be given one (1) day off with pay to attend the day of the funeral of the employees Aunt or Uncle. Employees may be requested to present proof of attendance (e.g. notice from funeral parlour).

20:02 Where it is necessary because of the distance, the employee may be allowed additional unpaid time, subject to the approval of the Administrator.

ARTICLE 21 – PREGNANCY LEAVE

21:01 The employer will comply with any amendments to the Employment Standards Act in regards to pregnancy leave.

21:02 **Eligibility**
Available to any employee who has been employed with the employer for a period of thirteen (13) weeks immediately preceding the estimated date of delivery.

21:03 **Period of Notice**
Two weeks' notice in writing together with a medical certificate stating the estimated date of delivery.

21:04 **Employment During Pregnancy**
The employer shall not deny any employee the right to continue employment during the period of pregnancy, provided the concerned employee is still able to perform her duties as the job normally requires.

21:05 **Period of Leave**
Seventeen (17) weeks. The earliest date an employee may start the leave is seventeen weeks before the expected date of delivery. Should the actual date of delivery occur later than the estimated date, the difference in days will not effect the minimum post-natal period of six (6) weeks.

21:06 **Reinstatement**
The employee returning to work after pregnancy leave shall provide the employer with at least two (2) weeks notice in writing stating her date of return to work.

The employer shall pay a reinstated employee wages that are at least equal to the greater of:

(a) the wages the employee was most recently paid by the employer; or

(b) the wages that the employee would be earning had the employee worked throughout the leave. R.S.O. 1990, c. E.14, s.43.

21:07 **Benefits**
During the period of leave, the Employer shall continue to pay the Employer's portion of hospital, medical, dental, group life, pension and other benefits included and prescribed by the Employment Standards Act if the employee elects, in writing, to continue her share of the premiums.

ARTICLE 22 – PARENTAL LEAVE

22:01 The Employer will comply with any amendments with the Employment Standards Act in regards to Parental Leave.

22:02 **Eligibility**
Available to any employee who has completed thirteen (13) weeks' service with the same employer, before the birth of a child, or before the child came into the custody, care and control of the employee.

22:03 **Period of Notice**
Two (2) weeks' notice in writing before the commencement of the leave.

22:04 **Period of Leave**
Thirty-five (35) weeks as prescribed by the *Employment Standards Act*.

22:05 **Reinstatement**
The employee returning to work after parental leave shall provide the employer with at least two (2) weeks notice in writing stating his/her date of return to work. The employer shall pay a reinstated employee wages that are at least equal to the greater of:

(a) the wages the employee was most recently paid by the employer; or

(b) the wages that the employee would be earning had the employee worked throughout the leave, R.S.O. 1990, c. E.14, s. 43.

22:06 **Benefits**
During the period of leave, the Employer shall continue to pay the Employer's portion of hospital, medical, dental, group life, pension and other benefits included and prescribed by the *Employment Standards Act* if the employee elects, in writing, to continue her share of the premiums.

ARTICLE 23 – JURY DUTY

23:01 The Employer shall grant a leave of absence without loss of seniority to an employee who serves as a Juror in any Court or who is subpoenaed to appear as a Witness to any legal proceeding. The Employer shall pay such an employee the difference between his normal earnings and the payment he receives from such jury service or attendance as witness, excluding payment of traveling, meals or other expenses. The employee must present proof of service and the amount of pay he received.

ARTICLE 24 – EDUCATION LEAVE

24:01 Where the Employer considers an educational course to be compulsory, a leave of absence with pay shall be granted to complete the course and tuition fees shall be paid. During such leave of absence, seniority shall continue to accumulate as if the employee had worked.

24:02 Where employees who have completed at least one (1) year of service with the Employer and possess the basic qualifications for another classification, indicate in writing they wish to be trained for such classification, then the Employer will provide up to two (2) days of training. No more than two (2) days of training will be provided any individual employee in any twelve (12) consecutive month period.

ARTICLE 25 – CLASSIFICATION AND WAGES

25:01 Schedule "A" hereto headed Classifications and Wages, is hereby made part of this Agreement.

25:02 During the life of this Collective Agreement, job descriptions may be reviewed and any revisions will be made available to all employees concerned.

25:03 When a new classification (which is covered by the terms of this collective agreement) is established by the Employer, the Employer will meet with the Union to discuss such new classification, its job description, and rate of pay prior to implementation. The Union shall have the right to challenge the rate of pay, and If the parties are unable to agree, the dispute concerning the new rate may be submitted to arbitration, as provided in the Agreement within fifteen (15) days of such meeting.

The decision of the Board of Arbitration (or Arbitrator as the case may be) shall be based on the relationship established by comparison with the rates for other classifications in the bargaining unit having regard to the requirements of such classification. The parties further agree that any change mutually agreed to or awarded as a result of arbitration shall be retroactive only to the date that the union raised the issue with the Employer.

25:04 Within ninety (90) days of ratification, payment of wages shall be made by automatic payroll deposit to the employee's bank account in accordance with the current bi-weekly pay schedule.

ARTICLE 26 – GROUP HEALTH BENEFITS

26:01 The Employer agrees to pay 100% of the billed premium for O.H.I.P. for all employees.

26:02 The Employer agrees to pay 100% of billed premium of the Extended Health Programme for full time employees and 75% for part time employees for the term of this Agreement. The Extended Health Programme shall include a prescription drug card having a dispensing fee cap of nine dollars ($9.00), for the purchase of generic drugs. The terms of the current plan shall continue in effect subject to the modifications referenced herein.

26:03 (a) All full time employees will receive one (1) sick day per month up to a maximum of **eight (8)** days per year. The Employer shall provide a written confirmation of the number of credits in each employee's sick bank to be included in the pay cheque covering the second full pay period in each calendar year. **Note: the above stated change in sick days will take effect January 1st, 2026.**

(b) In lieu of receiving paid sick leave, all part time employees, upon completion of the probationary period, will be paid a premium of twenty-five cents (25¢) per hours worked.

Existing sick leave credits will be converted to a cash equivalent, based on the individual employee's rate of pay as of the date of the conversion. The employee will be paid one-half (½) of that amount upon conclusion of employment. This payment is not available to the employee in any manner until employment concludes.

(c) Full time employees can accumulate up to a maximum of sixty (60) days in his/her sick bank. The employer shall provide a verbal confirmation of the number of credits in an employee's sick bank upon request.

(d) Upon severance of employment a full time employee shall be paid 50% of his/her sick days in which they have accumulated.

26:04 The employer shall pay one hundred percent (100%) of the billed premiums for all employees to provide a life insurance benefit equal to two (2) times the employee's annual earnings.

26:05 The Employer shall implement a Vision Care Plan in the amount of three hundred dollars ($300.00) for prescription eyeglasses, and up to eighty-five dollars ($85.00) towards the cost of the eye exam every twenty-four (24) months.

26:06 **Pension**

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

(a) "Plan" means the Nursing Homes and Related Industries Pension Plan, being a multi-employer plan.

"Applicable Wages" means the basic straight time wages for all hours worked and in addition:

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

All other payments, premiums and similar payments are excluded.

"Eligible Employee" means full time and part time employees in the bargaining unit who have completed nine hundred and seventy-five (975) hours of service.

(b) Effective October 1, 2008 each eligible employee covered by this collective agreement shall contribute for each pay period, an amount equal to two percent (2%) of applicable wages to the Plan. The Employer shall contribute on behalf of each eligible employee for each pay period, an amount equal to two percent (2%) of applicable wages to the Plan.

(c) Effective February 1, 2021, each eligible employee covered by this Collective Agreement shall contribute for each pay period, an amount equal to three and one-half percent (3.5%) of applicable wages to the Plan. The employer shall contribute on behalf of each eligible employee for each pay period, an amount equal to three and one-half percent (3.5%) of applicable wages to the Plan.

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

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

The Union and the Employer acknowledge and agree that this plan is a "defined contribution" plan only and under current pension legislation, and/or regulations, the Employer has no requirement to fund any deficit in the Plan, but is required to contribute only that amount as required by the collective agreement in force between the parties.

It is understood and agreed by the Employer and the Union that should the current pension legislation or regulations be changed so that the Employer's obligation to contribute to the Plan exceeds the amount specified in the collective agreement then in force, the parties will meet directly to finalize methods to relieve the Employer of this increased obligation to the extent that any such obligations exceed that which the Employer would have if the Plan were a defined contribution plan.

(f) The Employer agrees to provide to the Administrator of the Plan, on a timely basis all information required pursuant to the Pension Benefits Act, R.S.O. 1992, Ch. P-8, as amended, which the administrator may reasonably require in order to properly record and process pension contributions and pension benefits.

For further specificity, the items required for each eligible employee by Article 26:06 (e) of the Agreement are:

(i) To be provided once only at Plan commencement:
Date of hire;
Date of birth;
Date of first remittance;
Seniority List (for purposes of calculation past service credit).

(ii) To be provided with each remittance:
Name;
Social Insurance Number;
Monthly Remittance;
Pensionable Earnings;
YTD Pension Contributions;
Employer portion of arrears owing due to error, or late enrolment by the Employer.

(iii) To be provided once and if status changes:
Address as provided to the Home;
Termination date, when applicable (MM/DD/YY).

(iv) To be provided once if they are readily available:
Gender;
Marital Status.

Any additional information requests beyond that noted above may be provided, if possible, by the Employer at the expense of the Plan, unless the Employer is obligated by law to provide the information.

(g) The Employer agrees to be bound by the terms of Agreement and Declaration of Trust dated February 13, 1990 and the rules and regulations of the Plan adopted by the Trustees.

26:07 The employer shall maintain WSIB coverage for all bargaining unit employees for the duration of this collective agreement.

26.08 The Employer will pay for the cost of TBS testing where it is a requirement of the Employer.

ARTICLE 27 – ACCIDENT PREVENTION/HEALTH AND SAFETY COMMITTEE

27:01 (i) The Employer and the Union agree that they mutually desire to maintain standards of safety and health in the workplace in order to prevent accidents, injury and illness.

(ii) Recognizing its responsibilities under the applicable legislation, the Employer agrees to accept as a member of its Accident Prevention - Health and Safety Committee, a maximum of 50% of the representatives selected or appointed by the Union from amongst bargaining unit-employees.

(iii) Such Committee shall identify potential dangers and hazards, institute means of improving health and safety programs and recommended actions to be taken to improve conditions related to safety and health.

(iv) The Employer agrees to co-operate reasonably in providing necessary information to enable the Committee to fulfill its functions.

(v) Meetings shall be held quarterly or more frequently at the call of the chair if required. The Committee shall maintain minutes of all meetings and make the same available for review. The Chairperson shall be chosen among the members on a rotating basis.

(vi) Any representative appointed or selected in accordance with (ii) hereof, shall serve for a term of one (1) calendar year from the date of appointment, which may be renewed for further periods of one year. Time off for such representative(s) to attend meetings of the Accident Prevention - Health and Safety Committee in accordance with the foregoing shall be granted and any representative(s) attending such meetings during their regularly scheduled hours of work shall not lose regular earnings as a result of such attendance.

(vii) The Union agrees to endeavour to obtain full co-operation of its membership in the observation of all safety rules and practices.

(viii) The Employer and the Union agree to abide by the Occupational Health and Safety Act as amended.

27:02 **Joint Return to Work**

The employee, Employer, and Union, recognize their respective obligations regarding the employee's early and safety return to work as may be set out under the Workplace Safety and Insurance Act and the Human Rights Code. The Union agrees that this collective agreement will be interpreted in such a way as to permit those obligations to be discharged.

The Employer will review with the Union at a Labour Management Meeting within three (3) months of ratification, its policy to support the obligations identified in this article. Such policy will include a statement that the Employer will make every reasonable effort to provide modified duties where necessary.

If, having commenced a return to work program, the employee raises an objection, the Employer will notify and meet with a Union representative for further consultation.

Nothing in this article obligates the Employer to establish an early and safe return to work program except as required by law.

27:03 The Employer will use its best efforts to make all affected direct care employees aware of residents who have serious infectious diseases. The nature of the disease need not be disclosed. Employees who are not direct care employees will be made aware of special procedures required of them to deal with these circumstances. The parties agree that all employees are aware of the requirement to practice universal precautions in all circumstances.

27:04 The parties agree that if incidents involving aggressive resident action occur, such action will be recorded and reviewed. Reasonable steps within the control of the Employer will follow to address the legitimate health and safety concerns of employees. The outcome of this process will be reviewed at the next Health and Safety Committee meeting.

The parties further agree that suitable subjects for discussion of the Joint Labour/ Management Committee will include aggressive residents.

ARTICLE 28 – BULLETIN BOARDS

28:01 The Employer shall provide a Staff Bulletin Board which shall be placed so that all employees will have access to it and upon which the Union shall have the right to post notices of meetings or any other notice pertaining to the Union's affairs. All items to be initialled by the Administrator or designate.

28:02 The Employer and the Union agree to share equally the cost of printing the collective agreement in the form prescribed by the Union.

ARTICLE 29 – PAID EDUCATION LEAVE (P.E.I.)

29:01 The employer agrees to pay into a special fund on May 31 in each year, the sum of four hundred and twenty-five dollars ($425.00) for the purpose of providing paid education leave. The paid education leave will be for the purpose of upgrading the employee's skill in all aspects of Trade Union functions. Such monies will be put into a trust fund established by the Union and sent by the Employer to the Union's Paid Education Leave

Program. The monies will be utilized exclusively for the purposes of education including the establishment of an appropriate union training and education facility.

The employer further agrees that members of the bargaining unit selected by the union to attend such courses, will be granted a leave of absence without pay for up to twenty (20) days of class time plus travel time if necessary. The leave of absence may be intermittent over a twelve (12) month period from the first day of leave.

Employees on leave of absence will continue to accrue seniority and benefits during such leave.

Leaves of absence referred to above will be granted to not more than one employee at a time unless otherwise mutually agreed by the parties, providing other employees in the bargaining unit are available and qualified to perform the job being vacated because of the leave.

The Union will, on an annual basis, provide the Employer with an audited report on the PEL fund disbursements of monies received if so requested.

ARTICLE 30 – TERMS OF AGREEMENT

30:01 This Agreement shall become effective August 1, **2024,** and shall continue in force until July 31, **2027**.

30:02 Notice of intent to amend this Agreement shall be given by either party to the other in writing within a period of ninety (90) days prior to the expiry date and negotiations with respect thereto shall begin within mutually agreed upon time after filing notice to bargain for a new amended Collective Agreement.

DATED IN WINDSOR, ONTARIO THIS _____ DAY OF ____MAY_____, 2026

BRUCE VILLA INC.	**UNIFOR AND ITS LOCAL 2458**
	Doug Boughner (May 11, 2026 15:16:25 EDT)

at/cope343

SCHEDULE "A" – WAGES

	Current	2.75% Aug. 1, 2024 (retro to)	3.5% Aug. 1, 2025	3.25% Aug. 1, 2026
RPN Start	$20.70	$21.27	$22.01	$22.73
1 Year	$21.11	$21.69	$22.45	$23.18
2 Year	$21.86	$22.46	$23.25	$24.00
Attendant Start	$17.00	$17.47	$18.08	$18.67
1 Year	$17.41	$17.89	$18.52	$19.12
2 Year	$18.16	$18.66	$19.31	$19.94
Cook Start	$17.91	$18.40	$19.05	$19.67
1 Year	$18.36	$18.87	$19.53	$20.16
2 Year	$18.82	$19.34	$20.01	$20.67
Aide Start	$17.00	$17.47	$18.08	$18.67
1 Year	$17.41	$17.89	$18.52	$19.12
2 Year	$18.16	$18.66	$19.31	$19.94
Maintenance Start	$17.00	$17.47	$18.08	$18.67
1 Year	$17.41	$17.89	$18.52	$19.12
2 Year	$18.16	$18.66	$19.31	$19.94

Shift Premium

Those employees working between 3:00 p.m. and 7:00 a.m. shall receive a shift premium of thirty-five cents (35¢) per hour.

Weekend Premium

Forty cents ($0.40) per hour. **This will come into effect immediately following ratification of the new CBA.**

Pay Equity

The parties agree that the Minutes of Settlement dated November 21, 1997 have been complied with.

Special RPN Program

In addition to their regular wages, RPN's will receive the following premium for all hours worked for which they earn regular (straight time) wages:

Effective upon ratification: five cents (0.05¢)

Effective August 1, 2019: ten cents (0.10¢)

Effective August 1, 2020: fifteen cents (0.15¢)

LETTER OF UNDERSTANDING – RE: AFTERNOON RPN

The afternoon RPN position and employee shall now fall under the scope of the Bargaining Unit. This employee's rate of pay shall be "red-circled" and shall maintain all years of service with the Employer for the purpose of probation and vacation entitlement. However, seniority accrual for the purpose of vacation selection, job posting, call-in, overtime, layoff, recall and all other related Articles in the Collective Agreement shall be from the date such employee enters the Bargaining Unit.

LETTER OF UNDERSTANDING – RE: WORKING SUPERVISOR, RPN CLASSIFICATION

(i) Registered Practical Nurses (RPN's), except one (1) working supervisor on the day shift are included in the Bargaining Unit.

(ii) Such working supervisor, in addition to their duties as supervisor, may perform work otherwise performed by members of the Bargaining Unit.

(iii) When the working supervisor is absent, he/she will be replaced by RPN's from within the Bargaining Unit.

(iv) Where the RPN's from within the Bargaining Unit replace the supervisor, they shall not be considered to have any supervisory responsibility, except that inherent to their role as RPN's.

LETTER OF UNDERSTANDING – RE: ARTICLE 4:02 (A)

The parties have agreed that the employer may contract out general yard work, landscaping and other exterior work affecting the aesthetics of the facility. Such work shall include, but not be limited to: gardening, lawn cutting, leaf raking and snow removal. This agreement shall in no way result in the loss of work or a reduction in hours of the maintenance classification.

The parties also agree that in the future, the employer may approach the union regarding work of an intermittent or non-traditional nature. It is agreed that in cases where there is mutual agreement to do so, such work may be contracted out.

LETTER OF UNDERSTANDING – RE: PAY EQUITY

The parties agree that the requirements of Pay Equity as identified in the Minutes of Settlement dated November 21, 1997, have been complied with. The wages and adjustments as negotiated within this collective agreement have not created an inequity.

LETTER OF UNDERSTANDING – RE: CLARIFICATION OF ARTICLE 15:08

The parties agree that the following procedure will be followed for call-ins of overtime shifts once the call-ins for regular straight time has been exhausted:

1. Overtime will be offered in order of seniority, and will rotate through full time and part time employees, regardless of the number of hours worked in the pay period;

2. For each overtime opportunity, the call-ins will begin at where they left off. Ie. If the third employee on the list accepted the call, the next call-in will start with the fourth person on the list and rotate through.

It is understood by the parties that notwithstanding the provisions of Article 15.05, the extra shifts that are picked up at the time of the schedule being posted, by full time employees working less than 75 hours and part time employees, will be paid at regular straight time rates.

In the event that either party has issued that the procedure contained herein is not functioning as intended, this Letter of Understanding may be terminated with thirty (30) days written notice to the other party. During this thirty (30) day period, the parties agree to meet to consider if the issue can be resolved another way.

LETTER OF UNDERSTANDING – RE: WORKING SHORT

In the most recent round of negotiations, the parties had discussions regarding the "working short" issue within the operation. It is generally recognized that "working short" occurs whenever there are insufficient staff available to perform the previously scheduled work.

Both parties understand the problems that "working short" creates regardless of the reason. It is the right and responsibility of the Employer to determine, plan and direct the work of employees in circumstances where working short is necessary; however, the parties agree to work cooperatively towards ways to address this problem. All discussions and solutions must be conducted in good faith and on a without prejudice basis.

The letter is agreed to solely for the purpose of proactively attempting to deal with the "working short" problem. Therefore, the parties further agree that it does not blind either party and therefore is not subject to the grievance procedure under Article 8 of the Collective Agreement.

LETTER OF UNDERSTANDING – RE: VIDEO SURVEILLANCE

The parties discussed and recognize a need for loss prevention, safety, and security of the employee, clients and the Employer's property and have reached the following agreement regarding the use of video surveillance within employee work areas.

All employees will be informed in writing of any video surveillance put in place and its purpose, with each employee acknowledging the notice in writing. Failure of an employee to acknowledge this information will not negate the process.

Supervision shall only use video surveillance of the work area as a tool of investigation where there are issues of theft, damage or loss of Employer property; violence, or complaints of harassment or inappropriate conduct.

Any discipline arising out of an investigation can be subject of a grievance. When a grievance has been filed copies of any video recording brought into discipline shall be made available to the Union upon request.

The parties recognize that the video surveillance, even though needed for loss prevention and/or health and safety reasons, is not appropriate for the purpose of managing workplace behaviour

and productivity, and is not to be used as a means of observation or evaluation of members in the course of their workday, therefore it is understood that surveillance will not be placed in or around the designated employee lunch area.

LETTER OF UNDERSTANDING – RE: PAY EQUITY

The Union and the Employer acknowledge their responsibilities under the Pay Equity Act.

Upon the request of either party a meeting will take place to review and update the Pay Equity Plan as required.

LETTER OF UNDERSTANDING – RE: HEALTH AND SAFETY/MENTAL HEALTH

The parties agree that a psychologically healthy work environment is a desirable objective for both the home and its employees.

The parties are committed to raising awareness around mental health issues. Raising awareness is a key step towards ending the stigmas associated with suffering from a mental illness and creating a safe and comfortable workplace environment for everyone.

Understanding the above, the parties agree to work together during the life of the agreement in hopes of engaging managers and employees on mental health issues and their effect on the workplace.

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