

Westmount Gardens

Term – October 9, 2024, to October 8, 2026

WAGE increases 8% over 2 years plus adjustments.

October 9, 2024 – 3.5% GWI (GENERAL WAGE INCREASE – ALL DEPT'S)

Effective first full pay period following written notice of ratification:

1% - special wage adjustment to Schedule "A"

Env/Food Services - \$0.10

Cook - - \$0.15

October 9, 2025 – 3.5% GWI (GENERAL WAGE INCREASE – ALL DEPT'S)

January 1, 2026 - Special wage adjustment:

Env/Food Services - \$0.10

Cook - - \$0.15

Retroactivity

Retroactivity shall be paid to current and former employees as soon as possible but, in any event, within four full pay periods of written notice of ratification. The Employer will notify former employees of their entitlement at their last known address on record with the Employer and they will have thirty(30) days from date of notice within which to claim retroactivity.

1. Article 16 - Health & Welfare Benefits –

Effective the first calendar month following written notice ratification, increase

- Vision Care to \$400/24 months

2. Article 16.08 Part-time Premium in-lieu of benefits.

Part-time employees will receive ~~thirty-five cents (\$.35)~~ **fifty cents (\$0.50)** per hour in lieu of extended Health Coverage, Dental Coverage, and Weekly Indemnity Coverage.

- Effective two (2) full pay periods following written notice of ratification, **increase in-lieu premium to fifty-five cents (\$0.55) per hour.**
- Effective the first pay period following October 9, 2025, **increase in-lieu premium to sixty cents (\$0.60) per hour.**

3. Article 19.03 - Weekend Premium

. The Employer will pay a weekend premium of Forty-five cents (\$.45) per hour for all hours worked commencing on or about 2300 hours Friday, and the end of the shift ending on or about 2300 hours Sunday.

Effective two (2) pay periods following ratification:

The Employer will pay a weekend premium of **fifty cents (\$0.50)** per hour for all hours worked commencing on or about 2300 hours Friday, and the end of the shift ending on or about 2300 hours Sunday.

Effective first full pay period following October 9, 2025:

The Employer will pay a weekend premium of **fifty-five cents (\$0.55)** per hour for all hours worked commencing on or about 2300 hours Friday, and the end of the shift ending on or about 2300 hours Sunday.

4. Article 11 – Leaves of Absence Bereavement leaves

- (a) Upon the death of an employee's spouse, child, or step-child, **mother, father, step-parents** the employee shall be granted a leave up to a maximum of five (5) consecutive calendar days without loss of pay. the event of a delayed internment or a delayed memorial service, an employee may save one of the days identified above without loss of earnings to attend the internment or memorial service.
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- (b) Upon the death of an employee's ~~mother, father, step-parents,~~ mother-in-law, father-in-law, brother, sister, brother-in-law, sister-in-law, legal guardian, grandparent, grandchildren (including great grandchildren), son-in-law or daughter-in-law the employee shall be granted a leave up to a maximum of three (3) consecutive calendar days without loss of pay.

5. ARTICLE 12 - HOURS OF WORK AND OVERTIME

12.15 Call-in Procedure – Newly Lettered

- a) Call ins for additional shifts shall be made from a call-in list where employees working less than seventy-five (75) hours bi-weekly shall sign their availability to work additional hours. The lists shall be in order of seniority for each department. Employees will be **called** in on a rotational basis to fill vacancies, by seniority.
 - b) Each call will be indicated on the call-in sheet as to "worked", "no answer", "refused".
 - c) If a call-in is answered by an answering machine, the Employer shall leave a message that a call-in is available and for what shift, before hanging up. The Employer will continue its efforts to fill the staff shortage, but if the Employee responds ready to work prior to the call-in vacancy being filled, she shall be permitted to take the call in.
 - d) The Employer shall bypass an Employee on the list who would be eligible for overtime premium if called in to work.
 - e) Upon request, a copy of the call-in list shall be provided to the Union steward following the completion of each schedule for reference purposes when there is a dispute regarding missed call-ins.
 - f) Part time staff have regularly scheduled shifts. Their first commitment is to those shifts.
 - g) It is the responsibility of each employee to at all times, keep the employer informed of their correct telephone number. When the employer is calling in employees, they will only call one telephone number that was provided and identified as the employee's preference.
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Schedule "A"

		Expired	09-Oct-24	DOR	09-Oct-25	01-Jan-26
			3.50%	1.00%	3.50%	
PSW	Start	24.66	25.52	25.78	26.68	26.68
	Prob.	25.17	26.05	26.31	27.23	27.23
	Year 1	25.57	26.46	26.73	27.67	27.67
	Year 2	26.18	27.10	27.37	28.33	28.33
				ADJ - \$.10		ADJ - \$.10
Enviro	Start	20.18	20.89	21.20	21.94	22.04
	Prob.	20.62	21.34	21.66	22.41	22.51
	Year 1	20.98	21.71	22.03	22.80	22.90
	Year 2	21.60	22.36	22.68	23.47	23.57
				ADJ \$.10		ADJ - \$.10
FSW	Start	20.18	20.89	21.20	21.94	22.04
	Prob.	20.62	21.34	21.66	22.41	22.51
	Year 1	20.98	21.71	22.03	22.80	22.90
	Year 2	21.60	22.36	22.68	23.47	23.57
				Adj \$.15		ADJ - \$.15
Cook	Start	22.13	22.90	23.28	24.10	24.25
	Prob.	22.64	23.43	23.82	24.65	24.80
	Year 1	22.85	23.65	24.04	24.88	25.03
	Year 2	23.50	24.32	24.72	25.58	25.73
Maintenance	Start	22.72	23.52	23.75	24.58	24.58
	Prob.	22.97	23.77	24.01	24.85	24.85
	Year 1	23.76	24.59	24.84	25.71	25.71
	Year 2	24.26	25.11	25.36	26.25	26.25
Life Enrichment	Start	23.16	23.97	24.21	25.06	25.06
	Prob.	23.38	24.20	24.44	25.30	25.30
	Year 1	24.26	25.11	25.36	26.25	26.25
	Year 2	24.80	25.67	25.92	26.83	26.83

NEW Letter of Understanding: Time Off Requests

Issues.

The Employer and Union have mutual concerns as it relates to scheduling requests for time off. The Union's concern is based on the Employer not responding to requests in a "timely manner". The Employer's concern is that employees request for time off outside of the scheduling provisions in Article 12 (i.e. one week prior to the posting of the schedule.)

The Parties agree to meet within sixty (60) days of ratification or award at a specially called labour management meeting to discuss both parties' concerns and to discuss mutual solutions to this process.

If the Parties agree to alternative processes than the Collective Agreement for scheduling of time off requests, such agreement shall be in writing. It is further understood that any such agreements that are made between the parties is temporary in nature and may be cancelled by either party upon giving 4 weeks notice to the other party, in writing, to terminate the alternative process for scheduling time off requests.

Any such agreements made under this letter of understanding is without prejudice or precedence to any other matter.

ARTICLE 10 - SENIORITY

10.08 Effect of Absence:

Seniority, service and benefits shall be affected by leaves of absence in accordance with the following:

- (a) It is understood that during an approved absence not paid by the Employer and not ~~exceeding thirty (30)~~ **sixty (60)** continuous days or any approved absence paid by the Employer, both seniority and service will accrue.
 - (b) During an unpaid absence exceeding ~~thirty (30)~~ **sixty (60)** days other than an absence under the maternity/adoption provisions, credit for service for purposes of salary increment, vacation, sick leave, or any other benefits under any provisions of the Collective Agreement or elsewhere shall be suspended for the period that exceeds ~~thirty (30)~~ **sixty (60)** days; the benefits concerned appropriately reduced on a pro rata basis, and the Employee's service and seniority will be adjusted accordingly. In addition, the Employee will become responsible for full payment of subsidized Employee benefits in which she is
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participating for, the period of absence. An Employee on maternity/adoption leave continues to be responsible for full payment of subsidized Employee benefits in which she is participating for the period of the approved leave. During such leave exceeding ~~thirty (30)~~ **sixty (60)** calendar days, previous accumulated service will be preserved.

- (c) It is further understood that during such unpaid absence, credit for seniority for purposes of promotion, demotion, transfer or layoff shall be suspended and not accrue during the period of absence that exceeds ~~thirty (30)~~ **sixty (60)** days. Notwithstanding this provision, seniority shall accrue during pregnancy/parental leave or for a period per the Employment Standards Act, as amended from time to time. N.B.: Adoption leave is as per Parental Leave benefits under the ESA .

- (d) Benefits- WSIB or Paid Leave

The Employer shall continue to pay premiums for benefits ~~plans~~ **plans** for employees who are on paid leave of absence or receiving WSIB benefits if the employee continues their contribution towards said benefits.

It is understood that the obligation of the Employer, to pay the aforesaid benefits while on WSIB, shall continue for up to thirty-six (36) months following the date of injury.

- (e) Where an Employee is laid off for not more than thirty (30) continuous days, such layoff shall be treated for purposes of this section as an unpaid leave of absence and full coverage for all Employee benefit plans will continue for the period not exceeding ~~thirty (30)~~ **sixty (60)** days.
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