

# COLLECTIVE AGREEMENT

**Between:**

**NORTHVIEW NURSING HOME**  
(hereinafter called the "Employer")

AND

**CUPE** / Canadian Union  
of Public Employees

**AND ITS LOCAL NO. 4709**  
(hereinafter called the "Union")

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**EFFECTIVE DATES:**  
**February 1<sup>st</sup>, 2022, to January 31, 2026**

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## **ARTICLE 1 - PURPOSE**

- 1.01 The purpose of this Agreement is to set forth formally the rates of pay, hours of work and other working conditions, which have been mutually agreed upon, along with procedures for dealing with grievances and complaints and to promote orderly and harmonious relations between the Employer and its employees.
- 1.02 It is agreed that it is in the mutual interest of the Home and the employees, to provide for the efficient operation of the Home and the methods which will further the morale and wellbeing of the employees and economy of the operations.
- 1.03 It is recognized by this Agreement to be the desire of the Home and the Union to cooperate fully, individually and collectively for the advancement of these conditions and for the welfare of our residents.
- 1.04 The Parties to this Collective Agreement agree to review and acknowledge the abuse policy of CONMED Health Care Group as amended. The Parties agree that residents and staff have the right to live and work in an environment that is free from abuse. The Parties agree that the abuse will not be tolerated. The Union further agrees to cooperate with the Employer to promote an abuse free environment for all residents and staff.

## **ARTICLE 2 - SCOPE AND RECOGNITION**

- 2.01 The Employer recognizes the Union as the sole bargaining agent for all employees of Northview Nursing Home in the Town of Englehart save and except Supervisors, persons above the rank of Supervisor and office and clerical staff.
- 2.02 The Employer undertakes that he will not enter into any other agreement of contract with those employees for whom the Union has the bargaining rights either individually or collectively, which will conflict with any of the provisions of this Agreement.
- 2.03 Where the masculine pronoun is used in this Agreement, it shall mean and include the feminine pronoun where the context so applies.

### **2.04 Definitions**

Full-time employee means an employee in the bargaining unit who regularly works more than 22½ (twenty-two and one half) hours per week. Part-time employee means an employee in the bargaining unit who regularly works not more than 22 ½ (twenty-two and one half) hours per week.

## **2.05 Work of the Bargaining Unit**

Persons not covered by the terms of this Agreement will not work on jobs which are normally done by employees covered by this Agreement except for purposes of instruction, experimenting or in emergencies when other employees are not readily available.

The use of unpaid personnel shall not result in the layoff or reduction in scheduled hours of any member of the bargaining unit.

## **ARTICLE 3 - UNION SECURITY**

- 3.01** Each of the parties hereto agrees that there will be no discrimination, interference, restraint or coercion exercised or practiced upon any employee because of membership or non-membership in the Union or because of any reason prescribed in the *Ontario Human Rights Code*.
- 3.02** The Employer agrees to deduct from the wages of each employee beginning from the first day of employment the amount of regular biweekly union dues as certified by the Union during the term of this Agreement.
- 3.03** Dues deducted shall be remitted to the National Secretary-Treasurer of the National Union on or before the 10<sup>th</sup> day of the month proceeding the month in which they were deducted. The Union agrees to keep the Employer harmless and indemnified from any claims against it by an employee, which arises out of any deduction under this Article.
- 3.04** The Employer shall send each month to the National Secretary-Treasurer the names of all employees who have completed their probationary period in that month together with a list of all employees and the amount of Union dues deducted.
- 3.05** The Employer agrees to inform new employees with the fact that a Union Agreement is in effect and with the conditions of employment regarding union security and dues check-off.
- 3.06** On commencing employment or prior to completion of probation, the employee's immediate Supervisor shall introduce the new employee to his Health and Safety Representative who will give a brief overview of the function of the Health and Safety Committee, and Union steward or representative, who will provide him with a copy of the Collective Agreement. It is agreed that this meeting will take no longer than fifteen (15) minutes.
- 3.07** All correspondence between the parties, arising out of this Agreement or incidental thereto shall pass to and from the designated representative of the Employer and the president of the Union, with a copy to the CUPE National Representative.

**3.08** The Employer shall provide bulletin boards which shall be placed so that all employees have access to them and upon which the Union shall have the right to post notices of meetings, and such other notices as may be of interest to the employees.

#### **ARTICLE 4 - NO STRIKES OR LOCKOUTS**

**4.01** The parties agree that there shall be no strike or lockout during the term of this Agreement. The words "strike" and "lockout" as used herein are agreed to have the meaning defined for these words in the Labour Relations Act R.S.O. 1980, c.228.

#### **ARTICLE 5 - NO DISCRIMINATION**

**5.01** The Employer agrees that there will be no discrimination in accordance with the *Human Rights Code*.

**5.02** Partner is defined as a person with whom the employee has a marital common-law heterosexual or lesbian/gay relationship.

#### **ARTICLE 6 - MANAGEMENT RIGHTS**

**6.01** 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 for the care, welfare, safety and comfort of the residents in the Nursing Centre;
- (b) to maintain order, discipline, efficiency and in connection therewith to establish and enforce reasonable rules and regulations, copies of which will be supplied to the Union;
- (c) to hire, transfer, layoff, recall, promote, demote, classify, assign duties, discharge, suspend or otherwise discipline employees, provided that a claim of discriminatory transfer, promotion, demotion or classification or a claim that an employee who has completed her 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, direct and control the work of the employees and the operations of the Nursing Home.

This includes the right to introduce new and improved methods, facilities, and equipment and to control the amount of supervision necessary, work schedules and the increase or reduction of personnel in any particular area.

- 6.02** The rights and responsibilities of the Employer as set out above shall be exercised in a fair and just manner and in accordance with the Collective Agreement.

#### **ARTICLE 7 - UNION COMMITTEES AND STEWARDS**

**7.01** The Employer will recognize the president of Local 4709 and three (3) stewards at the Nursing Home, all selected from the members of the bargaining unit, who have completed their probationary period. Not more than two (2) of these employees shall meet with management at any one time (Grievance Committee). The Employer shall be advised in writing of the names of the executive officer and stewards.

**7.02** The Union acknowledges that the president of Local 4709 and stewards must continue to perform their regular duties, and that so far as possible, all their union activities will be carried on outside their regular working hours unless otherwise mutually agreed and arranged.

Members of the Grievance Committee when required to meet with management during their working hours shall not lose any regular wages during such time.

**7.03** A Union Bargaining Committee shall be elected or selected and shall consist of not more than three (3) members of the bargaining unit. The president of CUPE Local 4709 shall be one of the three (3) members. The Union will advise the Employer of the Union members of the Committee.

**7.04** The bargaining unit employees who are members of the Negotiation Committee, numbering no more than three (3), will be paid by the Employer for time used during their normally scheduled working hours in negotiations for the renewal of this Agreement up to and including all conciliation proceedings but excluding any arbitration proceedings.

#### **ARTICLE 8 - GRIEVANCE PROCEDURE**

**8.01** Any employee who has a grievance concerning the interpretation, application, administration or alleged violation of this Agreement shall process such grievance in the following manner:

- (a) An employee shall take up any complaint with his or her immediate Supervisor within eight (8) working days of the actual occurrence leading to the grievance. The Supervisor shall meet with the employee to discuss the complaint. At this meeting the employee shall have the right to be accompanied by a Union steward. The Supervisor shall inform the employee of this right prior to the meeting, and if the employee indicates a desire for the presence of a steward, shall arrange for the same. The employee may in writing decline to have a steward present. The Supervisor shall provide a reply in writing within eight (8) working days of the meeting.

- (b) Failing settlement at Step 1, the grievance may be forwarded to the Administrator or his designate within five (5) working days of the Supervisor's decision.

Within five (5) working days of receipt of the decision, a meeting will be held between the Administrator or his designate and the employee who shall be accompanied by his steward and, if required by either party, the National Representative of the Union. The decision of the Administrator or his designate shall be given in writing within five (5) working days following this meeting.

- (c) Should the Administrator or his designate fail to render his decision as required in Step 2, or failing settlement at Step 2, the grievance may be referred to arbitration within fifteen (15) working days of the Administrator's or his designates decision in accordance with Article 9.01.

- 8.02** (a) The Employer may require an employee to immediately leave the workplace pending further investigation, however, whenever the Employer deems it necessary to censure an employee in a manner indicating that dismissal or suspension may follow or suspend or discharge such employee, the executive officer or a steward shall meet with the employee and the Employer to discuss the matter within five (5) working days from when the Employer first had knowledge of the incident. The Employer shall, within five (5) days thereafter, give written particulars of such action to the employee with copies to the chief steward and Local president.

Should an employee not want a Union representative to be present she shall inform the Employer of her wishes and sign a statement to that effect. In such case the Employer shall not be obliged to have a Union representative present.

- (b) A claim by an employee that she has been unjustly disciplined shall be treated as a grievance if a written statement of such grievance is lodged with the Administrator of the Home within five (5) days of the occurrence. Within five (5) days of the grievance being filed, the Administrator shall meet with the grievor and steward, chief steward and/or unit officer. The Administrator shall reply to the grievance within five (5) working days of the meeting.
- (c) Such special grievances may be settled by confirming the Employer's actions in dismissing, suspending or disciplining the employee or by reinstating the employee or by any other arrangement by the conferring parties or by the decision of an Arbitration Board if the matter is referred to such a Board.
- (d) Upon agreement by the parties, the time limits as set out in article 8 for the submission of a grievance to Arbitration may be extended to allow sufficient time for a grievance Mediator to meet with the parties to attempt to resolve the grievance.

### **8.03 Group and Policy Grievances**

A Union policy grievance or an Employer grievance may be submitted in writing to the Administrator or the local union president, as the case may be, within ten (10) working days after the circumstances giving rise to the grievance have originated or occurred. The Administrator or the local union president, as the case may be, shall give a written reply to the grievance within five (5) working days after receiving the grievance. Failing settlement, the grieving party may refer the grievance to arbitration within five (5) working days of the written reply in accordance with Article 9.01.

- 8.04** It is expressly understood that the provisions of Article 8.03 may not be used by the Union to institute a grievance directly affecting an employee or employees which such employee or employees could have themselves instituted and the provisions of Article 8.01 shall not thereby be bypassed. In the event that two (2) or more employees have grievances relating to the interpretation, application, administration or alleged violation of this Agreement which are sufficiently common in nature that they may be conveniently dealt with together, such grievances shall constitute a group grievance, and it shall be presented at Step 1. A grievance involving two (2) or more employees shall be presented by not more than two (2) of the employees in the group grievance.
- 8.05** Any of the time limits above may be extended by mutual agreement of the parties.
- 8.06** The Union president or if not available another steward, may be present at any disciplinary or discharge meeting and will be given a copy of the discipline or discharge notice.
- 8.07** An employee shall have the right to review her personnel record with 48 hours notice to the Administrator of the facility. This review will take place with a management person in attendance.
- 8.08** In determining the time within which any action is to be taken or completed under the terms of this Article, such time limits shall be exclusive of Saturdays, Sundays and holidays.
- 8.09** The record of an employee shall not be used against him at any time after eighteen (18) months following a suspension or disciplinary action, provided that there is no recurrence of disciplinary action within the eighteen (18) month period. The parties mutually agree that all disciplinary action in regard to resident abuse will remain on file permanently. At the request of an employee, her records of discipline for other than resident abuse will be removed from her file after eighteen (18) months.
- 8.10** An employee will be allowed to review his personnel file for a reasonable period of time at a time scheduled once per calendar year in the presence of HR personnel or designate. The employee will submit a request in writing to Human Resources to make arrangements for the review.

## **ARTICLE 9 - GRIEVANCE MEDIATION/ARBITRATION**

The parties agree to implement a Grievance Mediation Procedure in accordance with the following provisions:

- 9.01** (a) Either party, with the agreement of the other party, may submit a grievance to Grievance Mediation at any time within ten (10) days after the Employer's decision has been rendered at the step prior to Arbitration. Where the matter is so referred, the mediation process shall take place before the matter is referred to Arbitration.
- (b) Grievance Mediation will commence within twenty-one (21) days of the grievance being submitted to mediation, or longer period as agreed by the parties.
- (c) No matter may be submitted to Grievance Mediation which has not been properly carried through the grievance procedure, provided that the parties may extend the time limits fixed in the grievance procedure.
- (d) The Parties shall agree on a mediator
- (e) Proceedings before the Mediator shall be informal. Accordingly, the rules of evidence will not apply, no record of the proceedings shall be made and legal counsel shall not be used by either party.
- (f) If possible, an agreed statement of facts will be provided to the Mediator, and if possible, in advance of the Grievance Mediation Conference.
- (g) The Mediator will have the authority to meet separately with either party.
- (h) If no settlement is reached within five (5) days following Grievance Mediation, the parties are free to submit the matter to Arbitration in accordance with the provisions of this collective agreement. In the event that a grievance which has been mediated subsequently proceeds to arbitration, no person serving as the Mediator may serve as an Arbitrator. Nothing said or done by the mediator may be referred to Arbitration.
- (i) The Union and Employer will share the cost of the Mediator, if any.
- 9.02** When either party requests that a grievance be submitted to arbitration, the request shall be in writing addressed to the other party to this Agreement and shall contain a formal statement of the subject of the grievance and the name of the first party's nominee to the Board of Arbitration. The recipient of the notice shall within ten (10) days thereafter designate its nominee to the Board of Arbitration. The two so nominated shall endeavour within ten (10) days after the appointment of the second of them to agree upon a third person to act as Chairman of the Board of Arbitration.

If the nominees are unable to agree upon the third person as Chairman within ten (10) days after the appointment of the second of them, then either party may request the Labour-Management Arbitration Commission for the Province of Ontario to appoint the third member and Chairman of the Board of Arbitration.

- 9.03** No person may be appointed as an Arbitrator who has been involved in an attempt to negotiate or settle the particular grievance concerned.
- 9.04** Each of the parties shall pay its own expenses including pay for witnesses and the expenses of its own nominee and one-half of the expenses and fees of the Arbitrator.
- 9.05** The Board of Arbitration shall have no power to alter, add to, subtract from, modify or amend this Agreement in order to give any decision inconsistent with it. The decision of the majority of the members of the Board of Arbitration shall be the decision of the Board, but if there is no majority the decision of the Chairman shall govern.
- 9.06** All agreements reached under the grievance and arbitration procedures between the Employer and its representative and the Union and its representative will be final and binding upon the Employer, the Union and the employee(s) involved.
- 9.07** At any stage of the grievance procedure, including arbitration, the parties may have the assistance of the employee or employees concerned as a witness.

## **ARTICLE 10 – SENIORITY**

**10.01** A new employee shall be known as a probationary employee until he has sixty (60) worked days or four hundred and fifty (450) working hours whichever is the lessor. It is agreed that the dismissal of a probationary employee may be subject to the grievance procedure if the dismissal is not in accordance with the Ontario Labour Relations Act RSO.

**10.02** (a) After completion of probationary period, seniority shall be effective from the original date of employment. Seniority shall continue to accrue to an employee in the following circumstances:

Absence occasioned by illness or injury not exceeding twenty-four (24) months;

- Pregnancy leave as provided in Article 14.04;
- Parental leave as provided in Article 14.04;
- Bereavement leave as provided in Article 15
- Court attendance as provided in Article 16;
- General holidays as provided in Article 20;
- Vacations as provided in Article 21;

- Leave of absence for union business as provided in Article 14.05;
- Leave of absence of up to four (4) weeks as provided in Article 14.01;
- Absence while in receipt of WSIB benefits not exceeding twenty-four (24) months.

- (b) The seniority of a full-time employee shall be defined as the length of service in the bargaining unit since the last day of hire.

For part-time employees, a year's seniority shall be calculated on the basis of 1800 hours paid.

Full-time employee's movement on the wage scale will be based on date of hire.

**10.03** The Employer shall supply the Union with two (2) separate seniority lists, one (1) for full-time employees and one (1) for part-time employees in January and July of each year indicating each employee's job classification and seniority hours.

**10.04** Seniority status, once acquired, will be lost and the employee shall be deemed terminated for any of the following reasons:

- (i) voluntary resignation;
- (ii) discharge for just cause, and the discharge is not reversed through the grievance procedure;
- (iii) layoff in excess of twenty-four (24) months;
- (iv) absence occasioned by illness exceeding twenty-four (24) months;
- (v) absence for three (3) consecutive working days without notifying the Employer and without reasonable cause;
- (vi) For part-time non-posted positions (casual call-in), if they refuse three (3) shifts in a three (3) month period, the employee will be terminated. Extenuating circumstances (eg: illness, death or immediate family member) will be reviewed on a case-by-case basis by the Employer, such determination shall not be an arbitrary or discriminatory manner.

- (vii) Fails to notify the Employer of intention to return to work within forty-eight (48) hours of being notified of recall from layoff or fails to return to work within two (2) business days if unemployed, or within seven (7) calendar days, if employed elsewhere.
- (viii) Fails to report for work on the first scheduled working day following the expiration of a leave of absence or utilizes a leave of absence for a purpose other than that for which it was granted; or
- (ix) Has had three (3) no shows within a twelve (12) month period unless there are extenuating circumstances (e.g. illness, death of immediate family member will be reviewed on a case-by-case basis by the Employer, such determination shall not be done in an arbitrary or discriminatory manner). A no show is defined as failing to show up for a schedule shift without providing a reason. Such provision shall not apply if the employee was unable to contact the Employer, i.e. car accident.

**NOTE:** It shall be the responsibility of the employee to keep the Employer informed of his current address.

## **ARTICLE 11 - LAYOFFS AND RECALLS**

### **11.01 Definition**

- (a) Both parties recognize that job security should increase in proportion to length of service. Lay-offs, under the provisions of this Collective Agreement shall include the reduction of daily or bi-weekly hours of any full-time or part-time employees.

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

- (b) Normally, when hours are to be cut, the most junior employee in the affected classification will be laid off. Notwithstanding this principle, the parties agree in accordance with Article 11.02(a) and (b) to discuss other options and or alternatives to layoff,

### **11.02 Notice of Layoff**

In the event of a proposed layoff the Employer will:

- a) Provide the Union with at least eight (8) weeks notice. This notice is not in addition to required notice for individual employee(s).

- (i) Further to the above, the Employer and the Union will meet through the Labour Management Committee to review the reasons and expected duration of the layoff, 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 method, timing and implementation will take precedence over other terms or layoff and related provisions in this Collective Agreement.

- b) Unless for unforeseen circumstances the Employer shall meet with the Union through Labour/Management to review the reasons for the layoff, the levels of staffing before and after the layoff and the departments so affected.
- c) Notify employees who are to be laid off on a short-term basis five (5) working days before the layoff is to be effective. Also, the Employer will give the Union two (2) weeks notice. If the employee laid off has not had the opportunity to work five (5) full days after notice of layoff, he shall be paid in lieu of work for the part of five (5) days during which work was not made available.

This clause shall not apply in emergency situations or circumstances beyond the control of the Employer.

- d) Provide affected employee(s) with notice in accordance with the Employment Standards Act.

### **11.03 Layoff**

In the event of layoff, the Home shall lay off employees in the reverse order of their seniority, providing that there remain on the job employees who have the ability and qualifications to perform the work.

### **11.04 An employee who is subject to layoff shall have the right to either:**

- (a) accept the layoff or;
- (b) displace another employee who has lesser bargaining unit seniority, provided the senior employee has the necessary ability and qualifications to perform the duties of the job.

The parties agree that when an employee displaces, bumps or is recalled to a position in a different classification that a 30-day trial period will apply. This trial period will not be arbitrary. If the management of the Home or the employee decides during the trial period that the job is not suitable, the employee may bump one additional time into their original classification only.

## **11.05 Recall**

An employee shall have opportunity of recall from a layoff to an available opening in her classification, in order of seniority, provided he or she has the ability to perform the work before such opening is filled on a regular basis under a job posting procedure. The posting procedure in the Collective Agreement shall not apply until the recall process has been completed.

- a) An employee recalled to work in a different classification from which he or she was laid off shall have the privilege of returning to the classification held prior to the layoff should it become vacant within six (6) months of being recalled.
- b) No new employee shall be hired until all those laid off have been given an opportunity to return to work and have failed to do so.
- c) The Employer shall notify the employee of recall opportunity by registered mail, addressed to the last address on the record with the Employer (which notification shall be deemed to be received on the second day following the date of mailing). The Union shall also be notified of the recall within two (2) weeks. The notification shall state the job to which the employee is eligible to be recalled and the date and time at which the employee shall report for work. The employee is solely responsible for his or her proper address being on record with the Employer.
- d) Employees on layoff shall be given preference for temporary vacancies, which are expected to exceed ten (10) working days. An employee who has been recalled to such temporary vacancy shall not be required to accept such recall and may instead remain on layoff. Such employee recalled to a temporary vacancy is not entitled to any notice of layoff at the end of the temporary assignment.

**11.06** In the event of a layoff of an employee, the Employer shall pay its share of insured benefits premiums for the month of layoff and a further two (2) months.

Laid off employees shall retain seniority, service and recall rights for twenty-four (24) months from the last date of layoff.

**11.07** New employees shall not be hired until those laid off have been given an opportunity of recall.

**11.08** Employees who have a regular posting who are on layoff and recall and have had their hours reduced will have first priority for any available call-in shifts within their classification. Part-time employees who are not regularly scheduled to work will receive available replacement hours on a rotating basis only after employees who are on layoff and recall and have had their hours reduced, have been topped up to their most recent permanent posting. It is understood and agreed that shifts will not be split to accommodate this article.

**11.09** Grievances concerning layoffs and recalls shall be initiated at Step 2 of the grievance procedure.

### **ARTICLE 12 - PERMANENT TRANSFERS**

- 12.01** If an employee is permanently transferred, reclassified or promoted, she shall receive the rate for the job in accordance with her seniority.
- 12.02** When an employee temporarily substitutes in and performs the principle duties of the higher paying position, she shall receive the rate for the job. When an employee temporarily substitutes in a higher paying position for which a salary range has been established, she shall receive that rate. When an employee is assigned to a position paying a lower rate, her classified rate shall not be reduced.

### **ARTICLE 13 - JOB POSTING**

Once accepting a temporary posting, staff will not be able to apply for another posting until the lesser of the following occurs:

- a) Staff are in the last four (4) weeks of their current temporary position, or
- b) Staff are at the end of the sixth (6<sup>th</sup>) month of their current temporary position (will have four (4) weeks opportunity to apply for postings or return to their permanent position.)

While in a temporary position, staff may apply for a posting which would be a permanent position or if it is a temporary position of a higher job classification (i.e.: dietary to cook, PSW to RPN).

Staff will be expected to remain in their current temporary position for six months.

**13.01** When a vacancy occurs or a new position is created, unless notified by the Employer that they are not going to fill the position, the Employer shall post notice of the position on main bulletin boards for a minimum of five (5) working days in order that all members will know about the position and be able to make written application therefore.

Short periods of absenteeism expected to be up to two (2) months in duration need not be posted and shall be filled by part time employees, on a rotating basis in accordance with their seniority. During such temporary assignment, such employees shall retain their status as part time employees.

Absenteeism of over two (2) months' duration that arise because of extended illness or accident, pregnancy leave, Workers Compensation accident, leaves of absence, etc.; shall be posted and filled in accordance with this Agreement. Such posting shall clearly state that "this is a temporary position" and any employee who is selected for such position shall be returned to her former position with the Employer upon completion of the period of absence.

A part-time employee who is the successful applicant for a temporary full-time position shall for the purposes of layoffs and recall retain her status as a part time employee during such temporary posting.

A full-time employee who is the successful applicant for a temporary part time position shall for the purposes of layoffs and recall retain her status as a full-time employee during such temporary posting.

- 13.02** Such notice shall contain as a minimum, the following information: nature of the position; qualifications required; shift, wage or salary rate or range. These qualifications may not be established in an arbitrary or discriminatory manner. Until the vacancy is filled through the posting procedure, the Employer may fill the vacancy from within the bargaining unit in accordance with seniority.
- 13.03** All applications received will be considered within seven (7) days of the end of the posting procedure. Where ability and qualifications are relatively equal, the applicant with the greatest seniority will be awarded the position. The Employer will provide a copy of all postings to the president of Local 4709 at the Home and this person will be advised of the name of the successful candidate.
- 13.04** Notwithstanding Article 13.03, if no applications are received by the end of the posting procedure or, if none of the applicants has the required qualifications, experience and ability, the Employer may fill the new job or vacancy from either within or outside the bargaining unit.
- 13.05** Employees who are awarded a job as a result of a job posting shall be given a trial period of twenty (20) worked days from the first day of work. If during the trial period it is determined that the employees do not possess the potential for learning the new job, or if they so request, they shall revert to their former job and rate with no loss or interruption of seniority.
- 13.06** Within seven (7) calendar days of the date of appointment to a vacant position, the name of the successful applicant shall be posted on the bulletin boards.

#### **ARTICLE 14 - LEAVE OF ABSENCE**

- 14.01** The Administrator may grant a request for a leave of absence without pay for extenuating personal reasons or for upgrading employment related qualifications, provided that he receives at least one (1) month's notice in writing, unless impossible, and that such leave may be arranged without undue inconvenience to the normal operations of the Home. Applicants when applying must indicate the date of departure and specify the date of return. If leave of absence is granted, the employee shall be advised in writing with copy to the Union. Such leave shall not be unreasonably withheld. The employee shall not accumulate seniority for personal leave in excess of four (4) weeks.

**14.02** Employees who are on leave of absence will not engage in gainful employment on such leave, and if an employee does engage in gainful employment while on such leave, she may be subjected to discipline up to and including discharge.

**14.03** An employee who has been granted a leave of absence of any kind, and who overstays his leave, unless he obtains permission or provides a satisfactory explanation, shall be considered to have terminated his employment without notice.

**14.04 (a) Pregnancy and Parental Leave**

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

The employee shall give the Employer four (4) weeks notice, in writing, of the day upon which she intends to commence her leave of absence, unless impossible, and furnish the Employer with a certificate of a legally qualified medical practitioner stating that she is pregnant and giving the estimated day upon which delivery will occur.

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

(iii) The employee shall give at least two (2) weeks' notice of her intention to return to work. The employee may, with the consent of the Employer, shorten the duration of the leave of absence requested under this Article upon giving the Employer two (2) weeks notice of her intention to do so, and furnishing the Employer with a certificate of a legally qualified medical practitioner stating that she is able to resume her work.

Additional leave of absence may be taken under 14.04(h) Parental Leave.

(b) An employee who does not apply for leave of absence under 14.04(a)(i) and who is otherwise entitled to pregnancy leave shall be entitled to and shall be granted leave of absence in accordance with 14.04(a)(i) upon providing the Employer, before the expiry of two (2) weeks after she ceased to work, with a certificate of a legally qualified medical practitioner stating that she was not able to perform the duties of her employment because of a medical condition arising from her pregnancy, and giving the estimated day upon which, in his opinion, delivery will occur or the actual date of her delivery.

- (c) An employee who intends to resume her employment on the expiration of the leave of absence granted to her under this Article shall so advise the Employer when she requests the leave of absence. If a full-time employee returns to work at the expiry of the normal pregnancy or parental leave, and the employee's former position still exists, the employee will be returned to her former job, and former shift if her shift was designated.

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

- (d) When the Employer has suspended or discontinued operations during the leave of absence and has not resumed operations upon the expiry thereof, the Employer shall upon resumption of operations, reinstate the employee to her employment or: to alternate work in accordance with the established seniority system or practice of the Employer in existence at the time the leave of absence began and in the absence of such a system or practice shall reinstate the employee in accordance with the provisions of Article 10.
- (e) Such absence is not an illness under the interpretation of this Agreement, and sick leave benefits cannot be used.
- (f) Credits for service for the purpose of salary increments, vacations, or any other benefit included and prescribed under the Employment Standards Act shall continue and seniority shall accumulate during the leave. The choice of a 12- or 18-month leave will not add to the total cost of maternity leave benefits for the Employer. (If an employee chooses to 18-month leave, the benefit coverage will be prorated.
- (g) Upon confirmation by the Employment Insurance Commission of the appropriateness of the Homes Supplemental Unemployment Benefit (SUB) Plan, a full-time employee who is on maternity leave as provided under this Agreement who is in receipt of Employment Insurance Maternity Benefits pursuant to Sections 22 and 23 of the Employment Insurance Act, 1996, will be paid a supplemental maternity benefit. The benefit will be equivalent to the difference between seventy-five percent (75%) of her regular scheduled weekly earnings and the sum of her regular weekly employment insurance maternity benefits and any other earnings.

This top up shall be for the period of fifteen (15) weeks (after the two-week waiting period has expired).

Such top up payments will commence the first pay period ending after the employee furnishes Northview Nursing Home with a copy of her first Employment Insurance Maternity Benefits cheque or cheque stub that clearly indicates the amount of benefit received.

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

### **Parental Leave**

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

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

- (i) Parental leave must begin within thirty-five (35) weeks of the birth of the child or within thirty-five (35) weeks of the day the child first came into the custody, care and control of the parent. For employees on pregnancy leave, parental leave will begin immediately after pregnancy leave expires. Parental leave shall be granted for up to thirty-five (35) weeks in duration and shall, in all cases, be completed within fifty-three (53) weeks of the date the child is born, or comes into the custody, care and control of a parent for the first time.
- (ii) An employee not on parental leave requesting parental leave shall give the Employer four (4) weeks written notice of the date the leave is to begin.  
  
Parental leave ends thirty-five (35) weeks after it began or on an earlier day if the employee gives the Employer at least four (4) weeks written notice of the day.
- (iii) For the purposes of parental leave the provisions under 14.04(a), (d), (e), and (f) shall also apply.

### **14.05 Union Leave**

The Employer shall grant leaves of absence without pay to attend union conventions, seminars, education classes or other union business, provided that:

- (i) such leave(s) will not unduly affect the proper operations of the Nursing Home.
- (ii) the total leave of each employee hereunder shall not exceed twelve (12) working days in a calendar year. The total working days for the Unit President shall not exceed twenty-five (25) working days.
- (iii) No more than one (1) employee from any department may receive a leave hereunder at any one time, with the exception of the nursing department, which shall have no more than three (3) employees on leave at any one time and only one (1) employee for any one shift.

- (iv) the Union gives twenty-one (21) clear days' notice of such leave to the Employer.
- (v) the Employer will continue to pay the employees their regular wages and benefits and will invoice the Union on a monthly basis for all such costs. The Union agrees to pay such invoice within thirty (30) days of receipt.

The above restrictions shall not apply to leaves for the purpose of negotiations or interest and rights arbitrations.

**14.06** During any leave of absence without pay hereunder, an eligible employee who has completed his probationary period may elect to have his Health and Welfare benefits continued without interruption for the duration of the leave provided the eligible employee pays the complete Health and Welfare benefit premiums to the Employer by the first day of the month in which the premiums are due.

**14.07** Upon application by the Union in writing, the Nursing Home will give reasonable consideration to request for leave of absence, without pay to an employee elected or appointed to full-time Union office. It is understood that not more than one (1) employee in the bargaining unit may be on such leave at the same time. Such leave, if granted, shall be for a period of one (1) calendar year from the date of appointment unless extended for a further specific period by agreement of the parties. Seniority shall be maintained but shall not accumulate during such leave of absence. It will become the responsibility of the employee for full payment of any applicable benefits in which the employee is participating during such leave of absence. It is agreed that for the purpose of Worker's Compensation coverage, such employees are deemed to be employed by the Union.

**14.08 Emergency Leave**

Emergency leave is unpaid, job-protected leave of up to ten (10) days each year. Emergency leave may be taken in the case of illness, injury and certain other emergencies and urgent matters.

An employee who is entitled to emergency leave can take up to ten (10) days unpaid leave of absence due to:

- a) personal illness, injury or medical emergency, and death, illness, injury, medical emergency or other urgent matters relating to:

- a spouse or same sex partner,

- a grandparent, step-parent, foster parent, child, step-child, foster child, grandparent, step-grandparent, grandchild or step-grandchild of the employee, the employee's spouse or the employee's same-sex partner.

- the spouse or same-sex partner of an employee's child

the brother or sister of the employee

a relative of the employee who is dependent on the employee for care or assistance.

Management reserves the right to ask an employee to provide proof that he or she is eligible for an emergency leave of absence. The employee is required to provide proof that is reasonable in the circumstances. Such leave where covered off elsewhere in this Collective Agreement shall not be cumulative i.e. where the Collective Agreement allows Personal Leave for extenuating circumstances, such leave may be inclusive of this clause. Where a dispute arises as to the interpretation of this Article, the Employment Standards Act as amended shall prevail.

#### **ARTICLE 15 - BEREAVEMENT LEAVE**

**15.01** Should a death occur in the immediate family of any employee who has completed the probationary period (immediate family being limited to Father, Mother, Spouse, including same sex or common law spouse, Brother, Sister, Child, Stepchild, Grandchild, Grandparent, Step-Parents), the employee shall notify the Employer of the bereavement and, upon such notification, the Employer shall grant the employee time off with pay for the purpose of making arrangements for and attending the funeral and/or celebration of life provided such time off shall not exceed a total of five (5) consecutive calendar days in the death of a spouse or child, mother or father, four (4) consecutive calendar days for grandchild, and three (3) consecutive calendar days in the death of brother, sister, grandparent, step-parents, mother-in-law, father-in-law. One (1) day leave will be granted when an employee is unable to attend the funeral and/or celebration of life. In addition, an employee who has completed the probationary period will be granted two (2) consecutive calendar days off for the purposes of attending the funeral of her brother-in-law, sister-in-law or grandparents-in-law. The Employer shall pay the employee for only those days of bereavement up to and including the day of the funeral for which the employee was otherwise scheduled to work.

Where the burial occurs at a locale in excess of 350 km, such leave shall include reasonable traveling time, the latter not to exceed two (2) days with pay.

Additional days without pay may be granted. The employee shall be paid for scheduled hours during leave, which she otherwise would have worked. The employee will be allowed to save one day to attend the memorial service.

The above clause will not result in more that the allowed maximum time off described in article.

Management reserves the right to request proof of bereavement.

## **ARTICLE 16 - COURT ATTENDANCE**

- 16.01** Employees required to serve on jury duty or subpoenaed, as a witness in Court shall be given the necessary time off. The Employer agrees to pay such employee his regular pay for scheduled hours during such absence less any amount received as jury duty or witness pay subject to a yearly maximum of twenty (20) days' pay at the employee's regular hourly rate. The employee will present proof of service of jury duty notice or as a subpoenaed witness in Court and proof of the amount he received.
- 16.02** The employee is required to notify the Employer as soon as possible of his selection for jury duty or as a subpoenaed witness in Court.

## **ARTICLE 17 - HOURS OF WORK**

- 17.01 (a)** The regular work week shall be composed of an average of thirty-seven and one-half (37½) hours per week averaged over a period of two (2) weeks, exclusive of one-half (1/2) hour meal period per day.  
The regular workday shall not exceed seven and one-half (7 ½) hours, exclusive of the unpaid meal period. The above reference is intended only to provide a basis for calculating time worked and shall not be a guarantee as to hours of work per day nor to the days of work per week.
- (b)** The regular work period of a part time employee shall be composed of twenty-two and one-half (22½) hours or less per week period, but such reference is intended only to provide a basis for calculating time worked and shall not be a guarantee as to hours of work per day nor as to the days of work per week.

### **17.02 Definition of Overtime**

All time worked beyond the regular working day or beyond the average of thirty-seven and one-half (37 ½) hours per week in a two (2) week cycle, shall be considered as overtime hours of work and employees shall be paid one and one-half (1 ½) times her regular pay for all overtime hours worked.

Opportunities for overtime shall be distributed by the Employer on a rotating basis in accordance with seniority among the employees in a department who normally perform the work involved.

If an employee works more than two (2) hours overtime at the end of his shift, the Employer shall supply one (1) free meal to such employee.

An employee shall not be required to lay-off during regular hours to equalize any overtime worked.

17.03 The Employer agrees that an employee, upon reporting for work at the commencement of his regularly scheduled shift, unless notified in advance not to do so, or unless the employee is returning to work without notice after an absence, shall receive four (4) hours' work or four (4) hours' pay at his regular hourly rate. This provision shall not apply where the Employer is unable to supply work due to circumstances beyond its control. Any employee so affected, shall take such work as is available in order to qualify for such four (4) hours' pay.

17.04 An employee shall not be required to layoff during regular hours to equalize any overtime worked.

17.05 There shall be no duplication or pyramiding of provisions for pay under this Agreement. Where two or more provisions respecting premium pay apply, only the highest will be paid.

17.06 Registered Nurses acting as D.O.C. designate in her absence shall receive charge pay in the amount of seven dollars and fifty cents (\$7.50) per shift.

**17.07 Call Back**

When an employee is called back to work after leaving the nursing home upon completion of his/her shift, such employee shall be paid at time and one-half shift (1 1/2) his/her 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 his/her regular shift, he/she shall be paid at overtime rate time and one-half (1 1/2) for the actual hours worked until the commencement of the shift.

**17.08 Rest Periods and Meal Breaks**

All employees shall be allowed a rest period of a maximum of fifteen (15) minutes away from their assigned workstations in the first and second half of their shift unless otherwise agreed to between the employee and the Employer. The employee shall be allowed one-half (1/2) hour unpaid lunch which shall be taken between the third and fifth hour of their shift. It is agreed that the lunch period shall be uninterrupted except in the case of emergency. An employee will receive one 15-minute paid break for every four (4) hours worked.

**17.09 Shift Premium**

All employees who are required by the Employer to work the afternoon or the night shifts shall receive a shift premium of fifteen cents (15) (effective Dec. 15, 2010, twenty-eight cents (28¢) per hour worked on such shift provided that:

- a) In an afternoon shift, the majority of hours worked fall between 4 p.m. and midnight.
- b) In a night shift, the majority of the hours worked fall between midnight and 8 a.m.

### **17.10 Weekend Premiums**

Employees shall be paid a weekend premium of thirty cents \$0.30 effective February 1<sup>st</sup>, 2018, (thirty-five cents \$0.35, effective February 15, 2020), per hour for all hours worked between Friday at 2300 hours and Sunday at 23:00. This premium shall be in addition to the regular shift premium.

## **ARTICLE 18 - WORK SCHEDULES**

**18.01 (a)** All scheduled shifts for all departments shall be posted four (4) full weeks in advance. Such schedules will show the employee's regular days of work, together with regular assigned time off. Once the schedule has been posted, there normally will be no rearrangement of said schedule without twenty-four (24) hours notice to the employee involved, except in case of emergency, someone is returning after an illness or WSIB or by mutual agreement of the parties.

(b)

The Employer will endeavour to arrange shift schedules so that all employees will receive one (1) weekend off every two (2) weekends. A weekend shall be defined where the majority of hours per shift are worked on a Saturday or

(c)

Sunday.

Employee requests for change in the posted schedules may be made in writing provided they are co-signed by the employee willing to exchange days off. However, such requests if granted shall not result in overtime compensation or payment to any of the employees affected nor will such voluntary changes serve

(d)

to increase an employee's hours for the purpose of Article 24.

(e)

The Employer agrees to arrange shift schedules so that employees will receive a minimum of sixteen (16) hours off between the change of shifts.

(f)

Employees shall not be scheduled to work more than seven (7) consecutive days without being given two (2) or more days off work.

When part time employees are required to work on a casual fill-in basis, such work will be offered on a rotating basis in order of seniority amongst the part-time employees in that classification. If the Employer inadvertently misses an employee in the rotation, that employee will be offered the next available work.

(g) At the time of change from standard to daylight saving time or from daylight saving time to standard, employees shall be paid their regular hours and shall neither lose nor gain pay as a result of the change.

### **18.02 No Split Shifts**

No employees will be required to work split shifts except Dietary.

### **18.03 Work Schedules**

Shifts will be distributed as equitably a practicable amongst those employees normally performing the work. When shifts are equalized, the next available shift is allocated to the most senior employee after which the process of equalization commences.

Call-in shifts will be allocated as equitably as practicable amongst those employees normally performing the work. When call-in shifts are equalized, the next available shift is allocated to the most senior employee after which the process of equalization commences. Shifts of various durations will be distributed as equitably as practicable amongst those employees normally performing the work.

### **ARTICLE 19 - WAGES AND JOB CLASSIFICATIONS.**

**19.01** The Employer agrees to pay and the Union agrees to accept for the term of this Agreement the classifications and regularly hourly rates applicable thereto as set forth in Appendix "A" to this Agreement.

**19.02** The Employer shall pay salaries, wages, overtime and other supplementary pay bi-weekly on Thursday in accordance with Schedule "A" of the Collective Agreement. On each payday, each employee shall be provided with an itemized statement of wages, overtime and other supplementary pay and deductions.

All employees shall receive their pay cheques by electronic deposit.

**19.03** Upon being notified by the employee, and upon being verified by the Employer, the Employer shall issue a make up cheque to cover any shortages in an employee's pay cheque in excess of fifty dollars (\$50.00) within 24 hours of being notified by the employee. These 24 hours shall not apply to weekends or holidays.

**19.04** All employees qualify for stat holiday entitlement unless they fail without reasonable cause to work their regular scheduled day of work before and after the public holiday or fail without reasonable cause to work their shift if they agreed to, or were required to work that day.

**19.05** An employee who is required to work on a general holiday will be paid for authorized work performed on such day at the rate of one and one-half (1 ½) times his regular hourly rate for all hours worked, and in addition, provided he qualifies, his holiday pay, or a lieu day off with pay at a mutually agreeable time, for the said holiday.

An employee shall be paid time and one-half (1 ½) of her regular rate of pay for all hours worked where the majority of hours worked occur on a holiday. An employee shall not be paid time and one-half (1 ½) for work occurring on the holiday where the majority of hours worked do not occur on the holiday.

- 19.06** Where a stat holiday falls on an employee's day off or during the employee's vacation period, the Employer shall pay he employee her holiday pay, if qualified, or add a day to her vacation or substitute a day for her later use, and the day so substituted shall be designated as the holiday.
- 19.07** When an employee is scheduled to work on a holiday and does not work, he shall not be paid for the holiday unless excused in writing by his Supervisor or unless absent due to personal illness supported by a medical certificate.
- 19.08** Vacation time is not accumulative from year to year and all vacations must be taken by December 31 following the employee's anniversary date. Employees will not be permitted to waive their vacation time unless mutually agreed between the Employer and the Union.
- 19.09** Vacation pay shall be paid on the payday prior to the commencement of the employee's vacation or on the payday following the vacation if requested by the employee.
- 19.10** No employee shall be required to work during her scheduled vacation period.
- 19.11** Where an employee qualifies for sick leave requiring hospitalization, bereavement or any other approved leave during her period of vacation, there shall be no deduction from vacation credits for such absence. By mutual agreement, the period of vacation so displaced shall either be added to the vacation period or be reinstated for use at a later date. The employee must provide satisfactory documentation of illness and hospitalization.

#### **ARTICLE 20-STATUTORY HOLIDAYS**

**20.01** The Employer agrees that the following holidays will be recognized:

New Years Day  
Family Day (effective 2011)  
Victoria Day  
Good Friday  
Canada Day  
Civic Holiday  
Labour Day  
Thanksgiving Day  
Christmas Day  
Boxing Day  
2 Floats

**20.02** Calculation of the amount of stat holidays pay will be calculated by adding all regular wages and vacation pay the employee earned in the four-week period preceding the work week with the holiday, then divided by twenty (20).

This article shall only apply to part-time employees.

Reduced full-time employees working less than regular full-time shifts will be paid stat pay based on their prorated shifts in comparison to a full-time employee. (e.g. A Reduced Full-time employee working 6-hour shift will be paid for 6 hours not 7.5)

**20.06** The employer agrees to enable employees to bank" days in lieu of holiday pay for hours worked on statutory holidays (and dollars pertaining thereto) to be taken at a later date (hours and/or dollars). For the purposes of this "bank", the annual period is December 25<sup>th</sup> to December 24<sup>th</sup> of any given year.

Statutory holiday pay (hours) not taken for any qualified statutory holiday can be "banked" in dollars (based on the current rate of pay) in a "lieu bank" on the payroll to a maximum of five days during any given "annual period". Requests for the "banking" of such hours must be made to the Administration office at least two weeks in advance of the qualified statutory holiday, on the prescribed form.

Notwithstanding the above, employees called in to work a statutory holiday will be provided the opportunity to bank a lieu day. Such employee shall notify the Administration office no later than the next business day following the statutory holiday. Within the annual period lieu time "banked" can be taken, with pay, from the "banked" dollars (based on the current pay rate) to maximum of the lieu banked amount. The time, in hours must be requested on the prescribed form, to the Administration office, with a minimum of two weeks advance notice and must be approved by the Administrator of the facility in accordance with the safe and proper operation of the facility. At any time during the annual period an employee may request, on the prescribed form to the Administration office, with a minimum to two weeks' notice, any part of the current balance in their lieu bank.

Such "no time" requests are limited to three occasions per employee per annual period. The hours/dollars will be paid on the next pay period following paperwork approval. Such lieu time for monies paid out to those employees will be "lost". These monies will be subject to any and all statutory deductions but will be taxed separately from all other earnings during the same period.

Any monies remaining in the lieu bank will be paid out in full (in hours based on the current pay rate) on the full pay period immediately preceding December 25<sup>th</sup> of any given year. There will be no carry-forward of monies on time past the full pay period immediately preceding December 25<sup>th</sup> on any given year. These monies will be paid (in hours based on the current rate of pay) in this period and will be subject to any and all statutory deductions but will be taxed separately from all other earnings during the same period.

Dollars are banked based on the number of hours multiplied by the current pay rate at the time of banking. Dollars are paid based on the number of hours multiplied by the current pay rate at the time of payment to a maximum of banked dollars. If the option of taking banked lieu time with pay is chosen and if the amount of hours requested exceeds the banked dollars, the hours requested will be adjusted to reflect the maximum dollars available in the bank. That is, the net effect may be that the dollars banked in any given period may not accurately reflect the actual number of hours banked.

**ARTICLE 21 - VACATIONS**

**21.01** In calculating the period of service for purposes of vacation entitlement, the employee's date of hire will be used.

Employees shall receive a vacation with pay on the following basis:

Less than 1 year of service - 1 day of vacation for each month of service completed to a maximum of 10 days

After 1 year of service	2 weeks of vacation
After 3 years of service	3 weeks of vacation
After 8 years of service	4 weeks of vacation
After 15 or more years of service	5 weeks of vacation
23 years or more	6 weeks-12%

**Effective February 1<sup>st</sup>, 2021**  
28 years or more of service      7 weeks of vacation - 14%

**21.02** Vacation pay for those entitled to two (2) weeks, three (3) weeks, four (4) weeks, five (5) weeks or six (6) weeks and seven (7) weeks vacation shall be calculated at the rate of four percent (4%), six percent (6%), eight percent (8%), ten percent (10%), twelve percent (12%) or fourteen percent (14%) respectively, of the employees wages during the one (1) year period ending on the employees anniversary date of employment. Employees who have less than one (1) year's service on their anniversary date will receive vacation pay of four percent (4%) of the wages earned UQ to that date.

**21.03** The annual vacation entitlement will be calculated each year based on the length of service on the anniversary date of his or her hire.

The annual vacation entitlement for part-time employees will be calculated on the basis of 1800 hours paid equals one year.

**21.04** Employee preference shall be considered in determining the time for taking a vacation but final determination of the vacation period shall be determined by the Administrator having due regard to the employee's seniority and the proper operation of the Nursing Home. The vacation year is defined from January 1 to December 31 of each year. However, vacation scheduling shall be posted at two times during the year for two periods as follows:

Period 1: January 1 to June 30

Period 2: July 1 to December 31

**21.05** On April 1 and September 1 each year the Employer shall post a blank vacation schedule sheet for each department. The schedule posted on April 1 shall cover the period from July 1 to December 31. The schedule posted on September 1 shall cover the period from January 1 to June 30 of the following year. The vacation schedule shall list all employees in the department in order of seniority. Employees shall indicate, in order of seniority, the time during which they prefer to take vacation.

**21.06** Vacation requests are due by April 30 and September 30, respectively. The final schedules will be posted by May 15 and October 15, respectively. The schedule shall not be changed after posting, except by written permission of the Administrator and the specific agreement of the employees involved. Employees applying for vacation outside of this time frame make their requests on a "first come first served basis" and no consideration will be given to seniority.

**21.07** Where an employee's scheduled vacation is interrupted due to a death, the employee shall be entitled to bereavement leave in accordance with article 15.01. 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.

**21.08** An employee who terminated his employment with the Employer for any reason shall receive vacation pay computed at the rate of four percent (4%), six percent (6%), eight percent (8%), ten percent (10%) twelve percent (12%) or fourteen percent (14%) as applicable for the current vacation year.

## **ARTICLE 22 - SICK LEAVE**

**22.01** Pay for sick leave is for the sole purpose of protecting full-time employees against loss of income when he or she is legitimately ill, disabled, or because of an accident for which compensation is not payable under the Workplace Safety and Insurance Act.

**22.02** Where an employee's scheduled vacation is interrupted due to serious illness, which either commenced prior to or during the scheduled vacation period, the period of such illness shall be considered sick leave provided that a certificate from a qualified medical practitioner is presented stating the dates of the illness.

Serious illness is defined as an illness which requires the employee to receive on-going medical care and/or treatments resulting in either hospitalization or which would confine the employee to their residence or to bed rest for more than three (3) days. The portion of the employee's vacation which is deemed to be sick leave will not be counted against the employee's vacation credits.

**22.03** If the Employer requires a sick leave certificate and the doctor charges the employee for such certificate outside OHIP, the Employer will pay for the certificate.

**22.04** If an employee, who is otherwise eligible for some or all of the Health and Insurance Benefits, is absent due to personal illness or injury, the Employer will continue to make the appropriate premium contributions for the month during which such absence commences and for two months following. Such employee may elect to have his Health and Insurance Benefits continued without interruption for the duration of the absence provided the employee pays the complete Health and Insurance premiums to the Employer by the first (1st) day of the month in which the premiums are due.

**22.05** An employee who will be absent on the afternoon or night shift due to personal illness must notify the Employer at least four (4) hours prior to the commencement of the shift. An employee who will be absent on the day shift due to personal illness must notify the Employer at least two (2) hours prior to the commencement of the shift unless there are extenuating circumstances (e.g. Illness, death of immediate family member will be reviewed on a case-by-case basis the Employer, such determination shall not be done in an arbitrary or discriminatory manner). Failure to give such notice may result in loss of sick leave benefits for that day of absence.

**22.06** Sick leave will accumulate at one (1) day per month with a total accumulation cap being sixty (60) days.

## **ARTICLE 23 - EMPLOYEE BENEFITS**

**23.01** All full-time employees who have completed their probationary period shall be entitled to the following Health and Insurance benefits

- Blue Cross# 7 equivalent, 1-year ODA lag.
- Medical - word coverage, prescription drug card with mandatory generic substitution, \$7.50 dispensing fee max, 25/50 deductible, 80% co-insurance drugs.
- Effective December 15<sup>1</sup>, 2018, Eyeglass coverage \$275.00/ 24 months and provide that the cost of eye examinations is covered subject to the vision care maximum (family coverage). Effective February 15<sup>1</sup>, 2021, eyeglass coverage \$300.00/24 months and provide that the cost of eye examinations is covered subject to the vision care maximum (family coverage).
- Life Insurance: \$20,000 (effective Feb. 1, 2021 \$30,000)  
50% Employer-paid premium of all the benefits.  
(Effective January 1<sup>51</sup>, 2011, 75% Employer-paid premium of all the benefits.)

**23.02** Part Time In-lieu of Benefits - Fifteen cents (15) cents premium per hour worked. Effective April 15<sup>1</sup>, 2011, five percent (5%) of hourly rate premium per hour worked.

## **ARTICLE 24- PENSION PLAN**

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

**24.01** "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;
- iii) vacation pay and
- iv) paid sick leave

All other payments, premiums, allowances and similar payments are excluded.

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

**24.02** 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.

Effective on January 31, 2019, increase employer and employee contributions to two and a half percent (2.5%).

Notwithstanding the foregoing, where an error has been made in deduction, the Employer shall upon request, make full payment on any outstanding Employer contribution irrespective of whether the employee pays the matching amount.

The parties agree that this Article in no way prejudices the position of either party as it related to the retroactivity application if an error is discovered.

**24.03** 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.

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

The Union and the Employer acknowledge and agree that under current pension legislation, and/or regulations, the Employer has no requirement to fund any deficit in the Plan but is required to contribute only that amount as required by the Collective Agreement in force between the parties.

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

**24.05** The Employer agrees to provide to the Administrator of the Plan on a timely basis all information required pursuant to the *Pensions Benefits Act, R.S.O. 1990, Ch. P-8* as amended, which the Administrator may reasonably require in order to properly record and process pension contributions and pension benefits.

For further specificity, the items required for each eligible employee by Article 25.05 of the Agreement are:

- (i) To be provided once only at Plan commence and for new enrolments:
  - Date of hire
  - Date of birth
  - Date of first contribution
  - Seniority list to include hours from date of hire to Employer's fund entry date (for the purpose of calculating past service credit)

- (ii) To be provided with each remittance:
  - Name
  - 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:
  - Full address as provided to the Home
  - Termination date when applicable (MMDDYY)
- (iv) To be provided once if they are readily available:
  - Gender
  - Marital Status
- (v) To be provided annually but no later than December
  - 1: Current complete address listing

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.

**24.06** The Employer agrees to be bound by the terms of the Agreement and Declaration of Trust dated February 13, 1990, and the rule and regulations of the Plan adopted by the Trustees, both as may be amended from time to time.

## **ARTICLE 25 - HEALTH AND SAFETY**

**25.01** The Union and the Employer shall establish a joint Health and Safety Committee in accordance with the Ontario Occupational Health and Safety Act.

Where the union members are selected to serve as worker reps on the JHSC and decide not to fulfill their role as stated by law or policies of the home, or step down, the Union will select a worker rep as soon as possible while fulfilling the requirements of the OHSA Sec 9.8 (as amended)

**25.02** The parties agree that if incidents involving residents with responsive behavior occur, such action will be recorded and reviewed with the Joint Health and Safety Committee. Reasonable steps within the control of the Employer will follow to address the legitimate health and safety concerns of the employees presented in that forum.

The Employer shall:

- a) Inform employees of any situation relating to their work which may endanger their health and safety, as soon as it learns of the said situation.

- b) Inform employees regarding the risks relating to their work and provide training and supervision so that employees have the skills and knowledge necessary to safely perform the work assigned to them.
- c) Ensure that the applicable measures and procedures prescribed in the Health and Safety Act are carried out in the workplace.

**25.03** The Employer and the Union agree that they mutually desire to maintain standards of safety and health in the Home, in order to prevent injury and illness and abide by the Occupational Health and Safety Act as amended from time to time. All employees will endeavour to properly report all workplace near misses, incidents and accidents in accordance with CONMED Health and Safety policies. An employee who is injured during working hours and is required to leave for treatment or is sent home for such injury shall receive payment for the remainder of the shift at her regular rate of pay without reduction from sick leave. All employees will endeavour to cooperate fully in the Workplace Injury/illness Return to Work program in accordance with CONMED Health and Safety policies and the Workplace Safety and Insurance Act.

Cooperation means contacting and meeting with the Employer as soon as possible after the injury or illness has occurred in order to facilitate an early and safe return to work while fulfilling the requirements of the WSIA Sec 40 (1) and (2) (as amended).

**25.04** Transportation to the nearest physician or hospital for employees requiring medical care as a result of an accident shall be at the expense of the Employer.

**25.05** CONMED Health Care Group is committed to providing a safe, healthy and supportive working environment by treating our employees and residents with respect, fairness and sensitivity in accordance with CONMED's operating principles. Violence and harassment in the workplace can have devastating effects on the quality of life of our employees and on the productivity of the organization. All employees will endeavour to report all incidents of workplace violence and harassment. CONMED Health Care Group will not tolerate any type of violence or harassment within the workplace or during work related activities.

**25.06** When required by the Employer, all employees will wear appropriate footwear and/or appropriate personal protective equipment as required by law and/or using best practices in order to ensure the health and safety of staff. Management will determine what type of shoe and uniform are appropriate for the workplace and each individual department.

**25.07** The JHSC Worker Rep will assist in the investigation of incidents and accidents. When a JHSC worker rep is not available, a Union steward or another Union member, preferably from that department will be contacted to participate in the investigation.

**25.08** All employees will endeavour to follow the directives of the Ministry of Health and Long-Term Care, the Public Health Unit and the Medical Director of the facility, especially during but not limited to outbreaks. The directives (as amended) will be posted.

## **ARTICLE 26 - JOB CLASSIFICATIONS (NEW OR CHANGED)**

**26.01** If a new job is created or an existing job is significantly modified, and as a result a new job rate is to be established, the Employer shall meet with the Union within thirty (30) days of posting of the new job rate. Such rate shall be subject to the full grievance procedure provided such grievance is lodged within fourteen (14) days of the meeting between the parties. If the matter proceeds to arbitration, the Arbitration Board shall determine an appropriate job rate, which shall have a fair and equitable relationship to existing job rates in this Collective Agreement.

**26.02** The Nursing Home shall not contract out any work normally performed by members of the bargaining unit if, as a result of such contracting out, a layoff of any employees results from such contracting out. Contracting out to an employer who is organized and who will employ the employees of the bargaining unit who would otherwise be laid off with similar terms and conditions of employment is not a breach of this Agreement.

## **ARTICLE 27 - EDUCATIONAL ALLOWANCE**

**27.01** Where an employee is required by the Employer and/or Nursing Home Act to take an education course(s) in order to maintain his employment, the Employer shall reimburse the employee for the tuition fee for such course(s) upon the employee's successful completion of such course(s).

## **ARTICLE 28 - RETROACTIVITY**

**28.01** Increases to the salary schedule shall be retroactive to date of first day of new Collective Agreement (Feb 1, 2022) Where employees either have left the employ of the Employer and/or have entered into the employ of the Employer during the term of this agreement, they shall be entitled to the pro-rated amount of such payments.

The Employer will endeavour to provide all retroactivity within two complete pay periods after the release of an Interest Arbitration Award and/or receiving written notice of ratification.

All retroactivity will be paid to employees on a separate cheque or itemized on an employee's regular cheque.

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

## **ARTICLE 29 - UNIFORM AND SHOES ALLOWANCE**

**29.01** The Employer agrees to pay a uniform allowance of five cents (0.05) (effective Dec. 15, 2010) seven cents (0.07) per hour worked to be paid twice per year in June and December.

The Employer shall provide hairnets and aprons to all employees who are required to wear them.

## **ARTICLE 30 - TERM**

**30.01** The term of this Agreement shall be from February 1<sup>st</sup>, 2022, to January 31<sup>st</sup>, 2026, and shall continue from year to year upon the expiration of that term unless either party gives to the other party notice in writing at least ninety (90) days prior to the expiration date in each year that it desires its termination or amendment.

**30.02** In the event of such notification being given for amendment to the Agreement, negotiations between the parties shall begin within fifteen (15) days following such notification unless mutually agreed by the parties.

**30.03** If, pursuant to such negotiations, an agreement on the renewal or amendment of this Agreement is not reached prior to the current expiration date, this Agreement shall continue in full force and effect until a new Agreement is signed between the parties.

- 30.04**
- a) The Employer and the Union will share equally the cost of printing a sufficient number of copies of the Collective Agreement.
  - b) The parties will obtain quotes prior to the printing of the Collective Agreement and mutually agree as to which printer will be utilized.

DATED THIS 15 DAY OF July, 2025

NORTHVIEW NURSING HOME

Tracey Gemmill, RN

Samantha Kavanagh

CANADIAN UNION OF PUBLIC EMPLOYEES  
LOCAL 4709

Tammy Robinson

Julie Martin

No: cope 491

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CLASSIFICATION	FEB. 1, 2021 EXPIRED RATES	FEB. 1, 2022 3.50%	PSW PWE ADJUST	FEB. 1, 2023 3.50%	FEB. 1, 2024 3.50%	Date of Ratification OCT 21 2024 SWA RPN/RN/PSW	FEB. 1, 2025 3.50%
<b>RN</b>							
PROBATION (0 -449 HRS)	\$29.84	\$30.88		\$31.97	\$33.08	\$35.08	\$36.31
START (450-1874 HRS)	\$31.10	\$32.19		\$33.32	\$34.48	\$36.48	\$37.76
1 YEAR (1875-3749 HRS)	\$32.14	\$33.26		\$34.43	\$35.63	\$37.63	\$38.95
2 YEARS (3750-5624 HRS)	\$33.60	\$34.78		\$35.99	\$37.25	\$39.25	\$40.63
3 YEARS (5625-7499 HRS)	\$35.01	\$36.24		\$37.50	\$38.82	\$40.82	\$42.24
4 YEARS (7500-9374 HRS)	\$36.58	\$37.86		\$39.19	\$40.56	\$42.56	\$44.05
5 YEARS (9375-11249 HRS)	\$38.00	\$39.33		\$40.71	\$42.13	\$44.13	\$45.68
6 YEARS (11250+ HRS)	\$39.34	\$40.72		\$42.14	\$43.62	\$45.62	\$47.21
<b>RPN</b>							
PROBATION (0-0449 HRS)	\$24.47	\$25.33		\$26.21	\$27.13	\$29.13	\$30.15
START (450-1874 HRS)	\$24.83	\$25.70		\$26.60	\$27.53	\$29.53	\$30.56
1 YEAR (1875-3749 HRS)	\$25.64	\$26.54		\$27.47	\$28.43	\$30.43	\$31.49
2 YEARS (3750+ HRS)	\$25.81	\$26.71		\$27.65	\$28.62	\$30.62	\$31.69
<b>PSW</b>							
PROBATION (0-449 HRS)	\$18.53	\$19.18	\$22.18	\$22.95	\$23.76	\$24.76	\$25.62
START (450-1874 HRS)	\$19.04	\$19.71	\$22.71	\$23.50	\$24.32	\$25.32	\$26.21
1 YEAR (1875-3749 HRS)	\$19.64	\$20.33	\$23.33	\$24.14	\$24.99	\$25.99	\$26.90
2 YEARS (3750+ HRS)	\$20.00	\$20.70	\$23.70	\$24.53	\$25.39	\$26.39	\$27.31
<b>REC</b>							
PROBATION (0-449 HRS)	\$18.53	\$19.18		\$19.85	\$20.54		\$21.26
START (450-1874 HRS)	\$19.04	\$19.71		\$20.40	\$21.11		\$21.85
1 YEAR (1875-3749 HRS)	\$19.64	\$20.33		\$21.04	\$21.78		\$22.54
2 YEARS (3750+ HRS)	\$20.00	\$20.70		\$21.42	\$22.17		\$22.95
<b>DOMESTIC AIDE/LND/HSKP</b>							
PROBATION (0-449HRS)	\$17.44	\$18.05		\$18.68	\$19.34		\$20.01
START (450-1874 HRS)	\$18.00	\$18.63		\$19.28	\$19.96		\$20.66
1 YEAR (1875-3749 HRS)	\$18.58	\$19.23		\$19.90	\$20.60		\$21.32
2 YEARS (3750+ HRS)	\$18.92	\$19.58		\$20.27	\$20.98		\$21.71
<b>COOK</b>							
PROBATION (0-449HRS)	\$18.09	\$18.72		\$19.38	\$20.06		\$20.76
START (450-1874 HRS)	\$18.49	\$19.14		\$19.81	\$20.50		\$21.22
1 YEAR (1875-3749 HRS)	\$18.72	\$19.38		\$20.05	\$20.76		\$21.48
2 YEARS (3750+ HRS)	\$20.97	\$21.70		\$22.46	\$23.25		\$24.06
<b>MAINTENANCE</b>							
PROBATION (0-449 HRS)	\$20.31	\$21.02		\$21.76	\$22.52		\$23.31
START (450-1874 HRS)	\$20.61	\$21.33		\$22.08	\$22.85		\$23.65
1 YEAR (1875-3749 HRS)	\$21.17	\$21.91		\$22.68	\$23.47		\$24.29
2 YEARS (3750+ HRS)	\$21.77	\$22.53		\$23.32	\$24.14		\$24.98



Date: May 27, 2008  
To: All Northview Employees  
Re: Call-In Procedure - Revised 3 month Trial

Please be advised that the Call-In Procedure has been revised on a 3-month trial basis at the Labour Management Meeting that was held on May 22, 2008. The procedure has been modified as follows:

1. Employee calls in sick or requires shift coverage.
2. Get call in book, find out who the last person was that accepted a shift.
3. Start with the next available Part-time Casual person available to work. Call all part-time/Casual employees listed that are available to work, when you get to the bottom of that list, return to the top of the list and call all remaining Part-time /Casuals, before going on to calling Full-time employees. If a particular employee is at the full time max of 10 shifts, skip to the next employee that has 9 shifts or less to offer the shift.
4. Only go to the Full-time employees if you get no response from ANY of the Part-time Casual people during the time frame in which you are calling.
5. There is no time limit on calling employees and waiting for their return of your phone calls, if you get an answer or a machine, you go on to the next available person.
6. Ensure to document the shift, date and the result of the phone call in the Call-In Book.

Also note that employees are now required to choose ONE phone number that is their contact number for call-ins. It was identified at the Labour Management Meeting that there are too many numbers to call and that only one number is to be listed as the main contact number, employees are to choose which number that will be.

This trial is for a 3-month basis. All departments are listed in the following order: Part-time/Casual, then full-time.

Thank you for your attention to this matter!

Ruth Suits, Administrator/DOC  
Cc: Bert Weirings, Agne Nuhn,

**LETTER OF UNDERSTANDING**

**BETWEEN**

**NORTHVIEW NURSING HOME**

**AND**

**CANADIAN UNION OF PUBLIC EMPLOYEES LOCAL 4709**

The parties agree that the Recreation Director (when a member of management) may continue to run programs and retain overall management of Recreation Services, notwithstanding the s/he performs bargaining unit work. The Recreation Director will not perform bargaining unit work to the extent that it causes the lay-off or prevents the recall of a bargaining unit employee.

SIGNED THIS 15 DAY OF July, 2025

**FOR THE EMPLOYER:**  
NORTHVIEW NURSING HOME

**FOR THE UNION:**  
CANADIAN UNION OF PUBLIC  
EMPLOYEES AND ITS LOCAL 4709

Tracey Gemmill/RN

Tammy Robinson

Samantha Pascoe

Julie Martin

**LETTER OF UNDERSTANDING**  
**BETWEEN**  
**NORTHVIEW NURSING HOME**  
**AND**  
**CANADIAN UNION OF PUBLIC EMPLOYEES LOCAL 4709**

**RE: RN EXTENDED SHIFTS (12 HOUR SHIFTS)**

Notwithstanding the terms set out in the Collective Agreement between the parties, the parties agree as follows:

1. The shift schedule for employees working in the following classifications: RNs will consist primarily of twelve-hour shifts (11.25 hours paid).
2. The Employer will schedule a total of three quarters (h) hours unpaid meal break during each twelve-hour shift. All employees on the twelve (12) hour schedule will receive one paid fifteen-minute break every four (4) hours.
3. Daily overtime will be calculated after eleven and one-quarter (11.25) hours worked for employees working a twelve-hour shift, and bi-weekly overtime will be calculated after seven shifts, (or on any hours worked past 78 and 3/4 per pay period).
4. In terms of benefit eligibility, part-timers regularly scheduled 22.5 hours per week and or an average 45 hours per pay period will receive the in-lieu premium for benefits and sick days.
5. Sick Accrual will be accumulated at 1 day per month up to a total accumulation cap of 40 days.
6. Stat pay will be paid at the rate of 7.5 hours for full-time and a pro rata amount for part time as per the collective agreement
7. It is understood and agreed that specifically for points 5 and 6 above and for any applicable article that any employee working an 11.25 hour shift will not receive a greater benefit for stats and sick days or any other benefit than any other employee working a 7.5 hour shift.

8. Vacation hours entitlement calculation must account for the actual shift length, 11.25 hours, instead of the standard 7.5-hour workday.

For example, employees working 12-hour shifts (11.25 hours paid) that are entitled to three weeks of vacation will receive vacation hours based on the equivalent number of hours worked in an average work week. That is, an employee working 7 x 11.25-hour shifts in a 1-week period is 39.375 hours per week, 2-week period (78.75 hours) will be entitled to hours of vacation based on 78.75 hours/2 weeks and so forth. This ensures that their vacation hours entitlement reflects their actual work schedule, granting the full vacation period they are entitled to under the Collective Agreement.

SIGNED THIS 15 DAY OF July, 2025

**FOR THE EMPLOYER:**  
NORTHVIEW NURSING HOME

**FOR THE UNION:**  
CANADIAN UNION OF PUBLIC  
EMPLOYEES AND ITS LOCAL 4709

Tracey Gemmill/RN  
\_\_\_\_\_  
RN

TAMMY ROBINSON  
\_\_\_\_\_

Samantha Pearson  
\_\_\_\_\_  
RN

Julia Martin  
\_\_\_\_\_

LETTER OF UNDERSTANDING

BETWEEN

NORTHVIEW NURSING HOME

AND

CANADIAN UNION OF PUBLIC EMPLOYEES LOCAL 4709

**RE: RPN RESPONSIBILITY ALLOWANCE**

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Notwithstanding the terms set out in the Collective Agreement between the parties, the parties agree on a without prejudice basis to the following:

Responsibility Allowance for Being "In Charge"

- (a) Where an RPN is asked to replace an RN as the charge nurse, (when no RN's are available and/or in an emergency), they will receive an allowance of eight dollars and 50 cents (\$8.50) for each shift worked.

This letter will be in effect until the end of the current collective agreement and will require mutual agreement by management and union to continue past Jan 31st, 2019.

SIGNED THIS 15 DAY OF July, 2025

**FOR THE EMPLOYER:**  
NORTHVIEW NURSING HOME

**FOR THE UNION:**  
CANADIAN UNION OF PUBLIC  
EMPLOYEES AND ITS LOCAL 4709

Tracey Gemmill/RN

Sammy Robinson

Samantha Peacock

Julio Martin

**LETTER OF UNDERSTANDING**

**BETWEEN**

**NORTHVIEW NURSING HOME**

**AND**

**CANADIAN UNION OF PUBLIC EMPLOYEES LOCAL 4709**

**RE: MANDATORY EDUCATION**

Mandatory Education when assigned by the Administrator or designate to be completed by the Employees at Home, will be compensation for at the regular hourly rate to the maximum hours assigned by the Administrator or designate.

Payment will be made on successful completion of the assigned education.

SIGNED THIS 15 DAY OF July, 2025

**FOR THE EMPLOYER:  
NORTHVIEW NURSING HOME**

**FOR THE UNION:  
CANADIAN UNION OF PUBLIC  
EMPLOYEES AND ITS LOCAL 4709**

Tracey Gemmill/RN

Tracey Gemmill/RN (Jul 15, 2025 12:49 EDT)

Tammy Robinson

Samantha Pearce

Julie Martin