

Collective Agreement

- between -

**CHARTWELL VALLEY VISTA
RETIREMENT RESIDENCE**

- and -

**CANADIAN UNION OF PUBLIC
EMPLOYEES, LOCAL 5295**

Term: September 16, 2022 - September 15, 2024

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PREAMBLE

Whereas it is the desire of both parties to this agreement:

- 1) To maintain and improve the harmonious relations and settled conditions of employment between the Employer and the Union.
- 2) To recognize the mutual value of joint discussions and negotiations in all matters pertaining to working conditions, employment, services, etc.
- 3) To encourage efficiency in operation.
- 4) To promote the morale, well-being and security of all the Employees in the bargaining unit of the Union.
- 5) Both parties agree to act in a fair and reasonable manor.

ARTICLE 1 – MANAGEMENT RIGHTS

- 1.01 Except where specifically restricted by the terms of this Agreement, it is the exclusive right and function of the Employer to manage and direct its operations and affairs in all respects and without limiting or restricting this right and function:
- a) To maintain order, discipline and efficiency and to make. Alter and enforce reasonable rules and regulations to be observed by the Employees;
 - b) To hire, lay-off, direct, promote, demote, transfer, discipline, suspend or otherwise discharge Employees, provided that a claim by an Employee that she has been discharged without just cause, may be subject of a grievance and dealt with as hereinafter provided;
 - c) The question of whether one of the above rights is modified or limited by this Agreement may be decided through the grievance and arbitration procedure.

1.02 No Discrimination

The Employer and the Union agree that all Employees will be protected against discrimination respecting their human rights and employment in all matters including age, race, colour, religion, creed, sex sexual orientation, pregnancy, physical disability, mental disability, illness or disease, ethnic, or national or aboriginal origin, family status, marital status, source of income, political belief, affiliation or activity, membership in a professional association, business or trade association, Employers' organization or Employees' organization, physical appearance, residence, or the association with others similarly protected or any other prohibition of the Human Rights Code.

ARTICLE 2 – RECOGNITION

2.01 This Agreement shall apply to all Employees of Chartwell Valley Vista Retirement Residence in the city of Vaughan save and except office/clerical including Concierge/Reception, Programmes/ Activation Manager, Maintenance, Registered Staff and other supervisors and persons above the rank of supervisor.

This Article shall be read, subject to the Ontario Labour Relations Board's Certificates and its decision declared September 15, 2015.

2.02 Work of the Bargaining Unit

Persons whose jobs (paid or unpaid) are not in the bargaining unit shall not normally work on any jobs, which are included in the bargaining unit except in the case of an emergency or providing instruction.

However, when it is necessary, reassignment to other Employees of work normally performed by members of the bargaining unit shall not result in the termination, lay-off or reduction in hours of any member of the bargaining unit.

2.03 No Other Agreements

No Employee shall be required or permitted to make any written or verbal agreement with the Employer or her representatives, which may conflict with the terms of this Collective Agreement.

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

2.04 No Contracting-Out

In order to provide job security for the members of the bargaining unit, the Employer agrees that all work or services performed by the Employees shall not be sub-contracted, transferred, leased, assigned, or conveyed, in whole or in part, to any other plant, person, company, or non-unit Employee.

2.05 Representative of the Canadian Union of Public Employees

The Union shall have the right at any time to have the assistance of representatives of the Canadian Union of Public Employees or any other advisors when dealing or negotiating with the Employer. Such representatives(s)/ advisor(s) shall have access within reason to the Employer's premises in order to deal with any matters arising out of this Collective Agreement. Wherever possible, the representative(s)/ advisor(s) shall give the Employer advance notice of their visit and shall notify the Home of their arrival at the Home

2.06 Definition of Employee

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

- c) An unscheduled part-time Employee is a part-time Employee who regularly works less than thirty (30) hours per week on an on call-in or as needed basis.

ARTICLE 3 – NO STRIKES OR LOCK-OUTS

3.01 No Strikes and Lockouts

In view of the orderly procedures established by this agreement for the settling of disputes and the handling of grievances, the Union agrees that, during the life of this agreement, there will be no strike, and the Employer agrees that there will be no lockout, in accordance with Provincial Government Laws (including the Hospital Labour Disputes Arbitration Act HLDAA) and Regulations.

ARTICLE 4 – HARASSMENT

4.01 Personal Harassment

Personal harassment shall be defined as: any behavior which denies and or undermines individuals their health, dignity and respect, and that is offensive, embarrassing and humiliating to said individual, therefore, personal harassment of another Employee in carrying out the duties or in the provision of his/her services in any form and at any level, whether it be colleague to colleague, supervisor to subordinate, or subordinate to supervisor, constitutes a disciplinary infraction. Personal harassment shall include within its meaning sexual harassment.

The Employer endorses the right of every Employee to work in an environment free from harassment and Employees are free to pursue all avenues in the Employer's policy and the Collective Agreement, including the grievance procedure, for resolving complaints of harassment that may arise.

4.02 Sexual Harassment:

1. Definition: Sexual harassment shall be defined as any sexually oriented practice that undermines an Employee's health, job performance, or

workplace relationships or endangers an Employee's employment status or potential. Sexual harassment shall include, but not be limited to:

- a) Unnecessary touching or patting;
 - b) Suggestive remarks or other verbal abuse;
 - c) Leering at a person's body;
 - d) Compromising invitations;
 - e) Demands for sexual favours;
 - f) Physical assault.
2. The Employer agrees to provide the Union with a copy of its policies against sexual and other forms of workplace harassment. The Employer agrees to continue its practice respecting communicating its policies to management and Employees including the fact that violations of the policy, if proven, shall be subject to disciplinary action. The Employer also agrees to continue to include the subject of sexual and other workplace harassment in staff and management training sessions.
 3. Allegations of sexual harassment shall be considered as discrimination and shall be eligible to be processed as grievances.
 4. Where the alleged harasser is the person who would normally deal with the first step of such grievances, the grievance will automatically be sent forward to the next step.
 5. No information relating to the grievor's personal background, life style or mode of dress will be admissible during the grievance or arbitration process.

ARTICLE 5 – UNION SECURITY AND CHECK-OFF

5.01 Union Security

All Employees of the Employer, shall, as a condition of continuing employment, become and remain members in good standing of the Union, according to the Constitution and By-Laws of the Union. As a condition of employment, all new Employees shall become and remain members in good standing of the Union within thirty (30) days of employment. The Employer shall deduct from every

Employee any dues, initiation fees, or assessments levied by the Union on its members.

5.02 Deductions

Deductions shall be made from the bi-weekly payroll and shall be forwarded to the National Secretary-Treasurer of the Canadian Union of Public Employees, by no later than the 15th day of the month following, accompanied by a list of the names, addresses and phone numbers of all Employees from whose wages deductions have been made. This list will also include the names and addresses of the Employees terminated during that month. A copy of this list shall also be forwarded to the Secretary of the Local Union.

5.03 New Employees

- a) The Employer agrees to acquaint new Employees with the fact that a Union Agreement is in effect and with the conditions of employment set out in the Articles dealing with Union Security and Dues Check-Off.
- b) The Employer agrees that a Local Union representative will be given the opportunity to interview each newly-hired Employee who is not a member of the Union, once during the Employee's first week of employment, for the purpose of advising such Employee of the existence of the Union and of her rights and obligations under the terms of this Agreement. Such interview may take place on the Employer's premises at a time and location designated by the Employer for such interview and shall not exceed fifteen (15) minutes duration.

5.04 T4 Slips

Union dues deducted from the pay of each Employee will be shown on the Employee's T4 slip.

ARTICLE 6 – CORRESPONDENCE

6.01 Correspondence

All correspondence between the parties, arising out of this Agreement or incidental thereto shall pass to and from the General Manager or his/her designate and the Secretary of the Union with a copy sent to the Local President, National Representative of the Union and the Director of Labour Relations of the Employer or his/her designate.

ARTICLE 7 – LABOUR-MANAGEMENT

7.01

a) Representation

No individual Employee or group of Employees shall undertake to represent the Union at meetings with the Employer without proper written authorization from the Union. In order that this may be carried out, the Union will supply the Employer with the names of its officers. Similarly, the Employer shall supply the Union with a list of its supervisory or other personnel with whom the Union may be required to transact business.

- b) The Union acknowledges that the Union officers and committee members have regular duties to perform on behalf of the Employer. Union officers and committee members shall be entitled to leave their work during working hours in order to carry out their functions under this agreement, including, but not limited to, the investigation and processing of grievances, attendance at meetings with the Employer, participation in negotiations and arbitration. Such person(s) will not leave their regular duties to discharge those functions as specified, without first obtaining permission of their immediate supervisor, and that such permission shall not be unreasonably withheld. On resuming their regular duties as such Employees will report to their immediate supervisor that they have returned to their duties. All time spent in performing such Union duties, including work performed on various committees and shall be considered as time worked.

7.02 Bargaining Committee

A Bargaining Committee shall be appointed and consist of not more than three (3) members of the Employer, as appointees of the Employer, and not more

than three (3) members of the Union as appointees of the Union. The Union will advise the Employer in writing of the Union nominees to the Committee.

Bargaining Committee members shall be entitled to leave their work during working hours in order to carry out their functions under this agreement, including, but not limited to: attendance at meetings with the Employer, participation in negotiations and arbitration. Permission to leave work during working hours for such purposes shall first be obtained from the immediate supervisor. Such permission shall not be unreasonably withheld. All time spent in performing the above shall be considered as time worked. The bargaining Committee shall have the right to attend negotiation meetings held within the Employees working hours without loss of remuneration.

The bargaining committee shall have the right to attend negotiation meetings without loss of compensation and seniority up to and including conciliation.

7.03 Union – Management Committee

A Union/Management Committee shall be established consisting of representatives of the Union and representatives of the Employer. The Committee shall enjoy the full support of both parties in the interests of improved service to the residents, and job security for the Employees.

Function of Committee

The Committee shall concern itself with the following general matters:

1. Considering constructive criticisms of all activities so that better relations shall exist between the Employer and the Employees.
2. Improving and extending services to the public.
3. Promoting safety and sanitary practices.
4. Reviewing suggestions from Employees, questions of working conditions and service (but not grievances concerned with service).
5. Correcting conditions causing grievances and misunderstandings.

Meetings of Committee

The Committee shall meet at least to meet quarterly at a mutually agreeable time and place. Should the need for a meeting to be called prior to the quarterly

meeting, the parties shall meet sooner, and the request shall not be unreasonably denied. Its members shall receive a notice and agenda of the meeting at least forty-eight (48) hours in advance of the meeting. Employees shall not suffer any loss of pay for time spent with this Committee.

Chairperson of the Meeting

An Employer and a Union representative shall be designated as joint chairpersons and shall alternate in presiding over meetings.

Minutes of Meeting

Minutes of each meeting of the Committee shall be prepared and signed by the joint chairpersons as promptly as possible after the close of the meeting. The Union, the CUPE Representative and the Employer shall each receive two (2) signed copies of the minutes within one (1) week following the meeting.

Jurisdiction of Committee

The Committee shall not have jurisdiction over wages, or any matter of collective bargaining, including the administration of this Collective Agreement.

The Committee shall not supersede the activities of any other committee of the Union or of the Employer and does not have the power to bind either the Union or its members or the Employer to any decisions or conclusions reached in their discussions. The Committee shall have the power to make recommendations to the Union and the Employer with respect to its discussions and conclusions.

7.04 A Subset of LMM Committee

Workload complaint

1. Either the Union or the home may submit a complaint in writing relating to workload to the Labour Management Committee. In this regard, workload complain means the assignment to an individual Employee or group of Employees of a resident or residents that is not consistent with proper resident care.
2. The written workload complaint, to the extent possible should be detailed as to facts and reasons. The complaint should be submitted at least one (1) week before the meeting of the LMC.

3. The written workload complain must constitute an agenda item for discussion at the meeting of the LMC.
4. The home or the Union must respond to the written workload complaint in writing, but this response may be made within two (2) weeks following the meeting of the LMC where the complaint was discussed.
5. Both the written complaint and the written response shall be attached to and form part of the minutes of the LMC where the complaint was discussed.

7.05 Health and Safety Committee

- a) The parties agree to abide by the Occupational Health and Safety Act and its regulations. 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.
- b) A joint management and Employees Health and Safety Committee shall be constituted with representation of at least half by Employees and Employees who are not represented by Unions and who do not exercise managerial functions, which shall identify potential dangers, recommend means of improving the health and safety programs and obtaining information from the Employer or other persons respecting the identification of hazards and standards elsewhere. The committee shall normally meet at least once a month. Scheduled time spent in such meetings is to be considered to be time worked. Minutes shall be taken of all meetings and copies shall be sent to the Employer and to the Union.
- c) Two (2) representatives of the Joint Health and Safety Committee, one (1) from management and one (1) from the Employees, shall make monthly inspections of the workplace and equipment and shall report to the Health and Safety Committee the results of their inspection. In the event of accident or injury, such representatives shall be notified immediately and shall investigate and report as soon as possible to the Committee and to the Employer on the nature and causes of the accident or injury. Furthermore, such representatives must be notified of the inspection of a government inspector and shall have the right to accompany him on her

inspections. Scheduled time spent in all such activities shall be considered as time worked at regular or premium rates that may apply.

- d) The Joint Health and Safety Committee and the representatives thereof shall have reasonable access to the annual summary of data from the WSIB relating to the number of work accident fatalities, the number of lost workday cases, the number of lost workdays, the number of non-fatal cases that required medical aid without lost workdays, the incidence of occupational injuries, and such other data, as the WSIB may decide to disclose.
- e) The Union agrees to endeavour to obtain the full co-operation of its membership in the observation of all safety rules and practices.
- f) The Employer shall take every precaution reasonable in the circumstances for the protection of the worker.
- g) At least one of the members of the committee will be selected by the Union and will be trained to be a certified worker as defined under the Act. Training shall be provided by the Workplace Safety and Insurance Agency with full costs paid by the Employer (including keeping pay whole).

ARTICLE 8 – GRIEVANCE PROCEDURE

8.01 Recognition of Union Stewards and Grievance Committee

In order to provide an orderly and speedy procedure for the settling of grievances, the Employer acknowledges the rights and duties of the Union Grievance Committee and the Union Stewards. The Steward may assist any Employee, which the Steward represents, in preparing, processing and processing his/her grievance in accordance with the grievance procedure.

8.02 Names of Stewards

The Union shall notify the Employer in writing of the name of each Steward before the Employer shall be required to recognize her. The Employer agrees that Stewards shall not be hindered, coerced, restrained, or interfered with in the performance of their duties while investigating disputes and presenting adjustments as provided for in this Article. There will be three (3) Employees

identified as Stewards. If practicable, gatherer will be one Employee representing each day, evening and night shifts.

8.03 Grievance Committee

The Grievance Committee shall be comprised of three (3) members of the Union plus the Union Steward directly involved with the grievance.

8.04 Permission to Leave Work

The Employer agrees that Stewards and/or the grievance shall not be hindered, coerced, restrained or interfered with in any way in the performance of their duties, while investigating disputes and presenting adjustments as provided in this article.

Union officers and Committee members shall be entitled to leave their work during working hours in order to carry out their functions under this agreement, including, but not limited to, the investigation and processing of grievances, attendance at meetings with the Employer, participation in negotiations and arbitrations.

Permission to leave work during working hours for such purposes shall first be obtained from the immediate supervisor. Such permission shall not be unreasonably withheld. On resuming their regular duties such Employees will report to their immediate supervisor that they have returned to their duties.

8.05 Definition of Grievance

A grievance shall be defined as any difference arising out of the interpretation, application, administration, or alleged violation of the Collective Agreement or a case where the Employer has acted unjustly, improperly or unreasonably.

8.06 Settling of Grievance

An earnest effort shall be made to settle grievances fairly and promptly in the following manner:

Step 1

If the Steward and/or the Grievance Committee consider the grievance to be justified, he/she will first seek to settle the dispute with the Employee's Supervisor.

Step 2

Failing satisfactory settlement within five (5) working days after the dispute was submitted under Step 2, the Chief Steward will submit to the Department Head a written statement of the particulars of the grievance and the redress sought. The Department Head shall render his/her decision within five (5) working days after receipt of such notice.

Step 3

Failing settlement being reached in Step 3, the Grievance Committee will submit the written grievance to the General Manager, who shall render his/her decision within five (5) working days after receipt of such notice.

Step 4

Failing a satisfactory settlement being reached in Step 3, the Union may refer the dispute to arbitration.

8.07 Mediation

By mutual consent, the parties may agree to use the services of a mediator. The parties agree to share the costs of the mediation.

8.08 Policy Grievance

Where a dispute involving a question of general application or interpretation occurs, or where a group of Employees or the Union has a grievance, Steps 1 and 2 of this Article may be by-passed.

8.09 Union May Institute Grievance

The Union and its Representatives shall have the right to originate a grievance on behalf of an Employee, or group of Employees and to seek adjustment with the Employer in the manner provided in the Grievance Procedure. Such a grievance shall commence at Step 2.

8.10 Deviation from Grievance Procedure

After a grievance has been initiated by the Union, the Employer's representative shall not enter into discussion or negotiation with respect to the grievance, either

directly or indirectly with the aggrieved Employees, without the consent of the Union. Violation of this section shall result in the grievance being allowed.

8.11 Replies in Writing

Replies to grievances stating reasons shall be in writing at all stages.

8.12 Meeting Rooms for Grievances

In order to facilitate an orderly and confidential investigation of grievances, the Employer shall make available the temporary use of a private office or similar facility. The Employer shall also supply the necessary facilities for the grievance meetings.

8.13 Failure to Act Within Time Limits

Any and all-time limits may be extended by written agreement between the Employer and the Union. Such agreement shall not be unreasonably withheld.

8.14 Referral to Arbitration

If arbitration of any grievance is to be invoked, the request shall be made by either party within thirty (30) working days after the dates of the reply at Step 2.

8.15 Definition of Working Days

“Working day” as used in the Grievance and Arbitration procedure shall mean a day other than Saturday, Sunday or a recognized holiday.

ARTICLE 9 – ARBITRATION

9.01 Referral to Arbitration

It is agreed by the parties hereto that any difference of opinion relating to the interpretation, application or administration of this Agreement which cannot be settled after exhausting the Grievance Procedure shall be settled by arbitration. A Notice of Intent to arbitrate shall be forwarded to the other party within the time limits set out in Article 9.05 and such notice shall contain the name of the Union’s proposed Arbitrator. Within five (5) working days from the receipt of the Notice

of Intent to Arbitrate, the other party must respond and either agree to the proposed Arbitrator or propose at least three (3) alternative Arbitrators Should the parties fail to agree on an Arbitrator either party may request the Office of Arbitration, Ontario Ministry of Labour, to make the appropriate appointment.

9.02 Powers of the Arbitrator

It is agreed and understood that the Arbitrator shall have no authority to alter, modify or annul any part of this Agreement. However, the Arbitrator shall have authority to substitute such other penalty for the discharge or discipline, as the Arbitrator deems just and reasonable in all circumstances.

9.03 Decision of the Arbitrator

The Arbitrator shall hear and determine the matter and shall issue a decision which shall be in writing and contain the reasons for the decision.

9.04 Time limits

The time limits mentioned in this Article and in the preceding Article may be extended by mutual agreement of the parties. A failure to comply with any of these time limits may be relieved by the Arbitrator.

9.05 Jurisdiction and Payment

The appointment and jurisdiction of the Arbitrator shall conform to the provisions of this Article. Each party shall pay one-half (1/2) of the fees and expenses of the arbitrator and any costs of the place of hearing of such arbitration if and when the necessity arises.

ARTICLE 10 – DISCHARGE AND SUSPENSION

10.01 Clearing the File

- a) The record of an Employee shall not be used against him/her at any time after twelve (12) months following a verbal provided that there is no recurrence of disciplinary action within the twelve months.

- b) The record of an Employee shall not be used against him/her at any time after eighteen (18) months following a suspension or disciplinary action, including any adverse reports provided that there is no recurrence of disciplinary action within the eighteen months.

10.02 An Employee shall have the right to have his/her Steward present at any discussion with supervisory personnel, which the Employee believes might be the basis of disciplinary action. Any letters of reprimand or discipline notices provided to an Employee shall be copied to the Union.

10.03 May Omit Grievance Steps

An Employee considered by the Union to be wrongfully or unjustly discharged or suspended shall be entitled to a hearing under Article 8, Grievance Procedure, which shall start at Step 3 (General Manager).

10.04 Designation of Supervisor

Every Employee shall be notified of his/her immediate designated supervisor.

10.05 Access to Personnel File

An Employee shall have the right during normal business hours of the administration office to have access to have a copy of and review his/her personnel file. Within one (1) week the General Manager will establish a time for the Employee to view the file.

10.06 Right to have Steward present

Where the steward or CUPE Representative is unable to attend in person, participation by telephone shall be deemed acceptable under this provision. Where a supervisor intends to interview an Employee for disciplinary purposes, the supervisor shall notify the Employee in advance of the purpose of the interview. The Employer shall also notify the Employee of their right to have a Union Steward present at the interview. A Steward or Local Officer may have the right to consult with a C.U.P.E. staff representative and may have him/her present at any discussion with supervisory personnel which might be the basis of disciplinary action.

ARTICLE 11 – SENIORITY

11.01 Seniority Defined

Seniority is defined as the length of service with the Employer in the bargaining unit. Notwithstanding the above, a part-time Employee cannot accrue more than one year's seniority in a twelve (12) month period. For clarity, part-time and unscheduled part-time Employees will have 1800 hours paid as one year of service.

Seniority shall be used in determining preference or priority for promotions, transfers, schedules, call-ins, demotions, layoffs, and recall, provided that the senior Employee is able to meet the normal requirements of the job. Seniority shall operate on a bargaining-unit.

11.02 Seniority List

The Employer shall maintain separate seniority lists for full-time and part-time Employees showing the date upon which each Employee's service commenced. An up-to-date seniority list shall be sent to the Union and posted on the main bulletin board in January and July of each year. An Employee's name shall not be placed on the seniority list until she has completed her probationary period as outlined in Article 11.03. For the purpose of this Article, time away from work that is protected the E.S.A. or the Human Rights Code shall be deemed to be hours paid.

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

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

11.03 Probationary Employees

Newly-hired Employees shall be considered on a probationary basis for a period of three (3) calendar months or 450 hours worked. A probationary Employee may be recognized as a permanent Employee at some time prior to the completion of the probationary period. During the probationary period, Employees shall be entitled to all rights and privileges of this Agreement unless otherwise specified.

An Employee who has not completed his/her probationary period may be released based on a fair and proper assessment against reasonable standards of performance and suitability. After completion of the probationary period, seniority shall be effective from the original date of employment.

11.04 Loss of Seniority

An Employee shall not lose seniority rights if she is absent from work because of sickness, accident, lay-off, or leave of absence approved by the Employer.

An Employee shall only lose her seniority in the event:

- a) She is discharged for just cause and is not reinstated.
- b) She voluntarily quits and does not rescind within twenty-four (24) hours.
- c) She is absent for more than three (3) consecutive working days without a reasonable explanation.
- d) She fails to return to work within seven (7) calendar days following a lay-off and after being notified by registered mail to do so, unless through sickness or other just cause. It shall be the responsibility of the Employee to keep the Employer informed of her current address.
- e) She is laid off for a continuous period of more than twenty-four (24) months.
- f) She fails to return to work after the expiration of an authorized leave of absence with a reasonable explanation.
- g) She uses an authorized leave of absence for a purpose other than that for which it was granted.

An unscheduled part-time Employee who fails to pick up at least one shift per month if called.

11.05 Transfers and Seniority Outside Bargaining Unit

No Employee shall be transferred to a position outside the bargaining unit without her written consent. An Employee who consents in writing to be transferred and/or promoted to a position outside the bargaining unit shall not

accumulate seniority within the bargaining unit during such transfer and/or promotion. In the event the Employee is returned by the Employer to a position in the bargaining unit within twelve (12) months, or eighteen months (18) in the case of covering an extended maternity and parental leave, he or she shall be credited with the seniority held at the time of transfer and/or promotion and resume accumulation from the date of her or her return to the bargaining unit. An Employee not returned to the bargaining unit within twelve (12) month, or eighteen months (18) in the case of covering an extended maternity and parental leave, shall forfeit bargaining unit seniority.

In the event an Employee transferred out of the bargaining unit is returned to the bargaining unit within a period of six (6) calendar months, he or she shall accumulate seniority during the period of time outside the bargaining unit.

Article 5 of this Collective Agreement will apply during the twelve (12) calendar month or eighteen months (18) in the case of covering an extended maternity and parental leave, period that the Employee's bargaining unit seniority is being held by the bargaining unit whole the Employee is in a position outside of the bargaining unit. The amount of dues deducted will be calculated based on the Employee's bargaining unit position hourly rate of pay as per Appendix "A" for all hours worked in the position outside of the bargaining unit.

- 11.06 If an Employee transfers from full-time to part-time, the following method shall be used to calculate her seniority from one group to another for purposes of establishing anniversary date: 1800 hours paid equals one (1) year.
- 11.07 If an Employee transfers from part-time to full-time, the following method shall be used to calculate her seniority from one group to another for purposes of establishing an anniversary date: 1800 hours paid equals one (1) year.

ARTICLE 12 – PROMOTION AND STAFF CHANGES

12.01

a) Job Postings

When a vacancy occurs, or a new position is created within the bargaining unit, within ten (10) days of the vacancy, the Employer shall post a notice on the main bulletin board with a copy to the Union. The position shall be posted for a period of seven (7) working days so that interested Employees can

apply. The name of the successful applicant shall be posted on the Employer's main bulletin board.

b) Temporary Vacancies

Temporary vacancies anticipated to be less than six (6) weeks or less in duration shall not be posted, unless otherwise agreed between the Employer and the Union. The Employer will endeavour to distribute shifts as equally as possible.

c) Temporary Job Postings

A vacancy which occurs for more than six (6) weeks will be posted stating that the position is limited and shall indicate the estimated duration of the limited job. In any event, the limited job shall not exceed six (6) months. Upon termination of a limited job, the Employee filling the vacancy shall be returned to the classification and job location in which he/she last worked. In the event that a part-time Employee is the successful applicant, the said Employee shall retain his/her part-time status during the limited full-time period. An Employee filling a temporary vacancy of six (6) weeks or longer duration shall not bid on any other temporary posting until the end of his/her temporary position. It is agreed that for the purposes of filling temporary vacancies for maternity or parental leave only, the Union is in agreement that these temporary vacancies can be posted and filled for up to eighteen (18) months.

Successful Applicant

The successful applicant for a permanent full-time vacancy will fill the vacancy within ten (10) calendar days from the date the Employee was awarded the vacancy unless there are circumstances beyond the reasonable control of the Employer.

The successful applicant for a temporary full-time vacancy will fill the vacancy within ten (10) calendar days from the date the Employee was awarded the vacancy unless there are circumstances beyond the reasonable control of the Employer.

12.02 Information in Postings

The job posting notice shall contain the following information: classification, qualifications, shift, wage or salary rate or range.

12.03 Outside Advertising

Outside advertising for additional Employees shall be made concurrently with the posting process until present Employees shall have had a full opportunity to apply and be considered as provided in Article 12.01, prior to external applicants.

12.04 Recognition of Seniority

Both parties recognize the principle of promotion within the service of the Employer and that job opportunity should increase in proportion to length of service.

12.05 Methods of Making Appointment

In making staff changes, transfers, or promotions, appointment shall be made of the senior applicant able to meet the normal requirements of the job. Appointments from within the bargaining unit shall be made within three (3) weeks of posting.

12.06 Trial Period

The successful applicant shall be placed on trial for a period of thirty (30) days. Conditional on satisfactory service, such trial promotion shall become permanent after the period thirty (30) days. The trial period may be extended with mutual agreement. In the event the successful applicant proves unsatisfactory in the position during the aforementioned trial period, or if the Employee finds himself unable to perform the duties of the new job classification, she shall be returned to her former position and salary without loss of seniority and wage or salary. Any other Employee promoted or transferred because of the rearrangement of positions shall also be returned to her former position and salary without loss of seniority and wage or salary. Any unsuccessful applicants for the original posting will then be considered in accordance with Article 12.05. If there are no unsuccessful applicants, then the position would be reposted. And an external posting can be done concurrently.

12.07 Union Notification

The Union shall be notified of all appointments, hirings, layoffs, recalls and terminations of employment.

Notices of such appointments shall also be posted.

The Union will be supplied a copy of each posting.

All shall occur in accordance with the collective Agreement.

12.08 Postings while on Vacation or Leave

When an Employee will be absent on vacation, and/or a leave of absence, the Employee may advise her manager, in writing, and no more than seven days prior to beginning the vacation, that she wishes to be considered for any potential job posting which might arise during her vacation and for any leaves of absence. The written notice must specify the job or position for which the Employee wishes to be considered. If such a job or position then arises during the Employee's vacation, the written notice will be considered an application. The written notice is only valid during the vacation period immediately following its delivery to the manager.

12.09 New Classification

When a new classification within the bargaining unit is established by the Employer, the Employer shall determine the rate of pay for such new classification. Once the rate is determined, and then within seven (7) working days, the Employer shall advise the Union of the Rate.

If the Union disagrees with the rate, it shall have the right to request a meeting with the Employer. At such meeting, the parties will review the rate; the Employer's rationale for establishing the rate, and the reasons the Union disagrees with the rate. If the parties reach agreement, the agreement is effective as of the date on which the Employer gave the Union notice of the new rate.

When the Employer makes a substantial change in the job content of an existing classification which in reality causes such classification to become a new classification, the Employer agrees to meet with the Union if requested to permit the Union to make representation with respect to the appropriate rate of pay.

If the parties are unable to reach an agreement, either party may refer the dispute to arbitration, as provided in this agreement, provided the referral is made within fifteen (15) days of the meeting.

Any decision by a Board of Arbitration, or Arbitrator as the case may be, shall be based on the relationship established by comparison with the rates for other classifications in the bargaining unit having regard to the requirements of such classifications.

Any change awarded as a result of arbitration shall be retroactive only to the date on which the Employer gave the Union notice of the new rate.

ARTICLE 13 – LAY OFFS AND RECALLS

13.01 Layoffs and Rehiring Procedure

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

13.02 Lay offs, under the provisions of this Collective Agreement shall include a reduction of daily or biweekly hours of any regularly scheduled full-time Employees.

13.03 Notice of Lay Off

In the event of a proposed lay off of a permanent or long-term nature or the elimination of a position within the bargaining unit the Employer shall:

- a) Provide the Union with eight (8) weeks' written notice of the proposed layoff or elimination of position. This notice is not in addition to required notice as set out in (b) and (c) of this article;

- b) Provide affected Employee(s), if any, notice of layoff in accordance with the Employment Standards Act, 2000, S. O. 2000, as amended; The Act will be considered to provide the following additional notice:
 - for service greater than nine years, nine weeks of notice;
 - for service greater than ten years, ten weeks of notice;
 - for service greater than eleven years, eleven weeks of notice;
 - for service greater than twelve years, twelve weeks of notice;
- c) Meet with the Union through the Labour Management committee to review the reasons and expected duration of the lay-off, any realignment of service or staff and its effect on Employees in the bargaining unit.

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

13.04 Layoff Procedure

- (a) In the event of layoff, the Employer shall lay off Employees in reverse order of seniority within their classification, provide that there remain on the job Employees who are able to meet the normal requirements of the job.
- (b) An Employee who is subject to lay-off shall have the right to either:
 - Accept the layoff; or
 - i) Opt to retire, if eligible under the terms of an existing plan, if any; or
 - ii) Displace another Employee who has
 - less bargaining unit seniority in the same or a lower or an identical paying classification in the bargaining unit if the Employee originally subject to layoff has the ability to meet the normal requirements of the job to be done and is qualified without training, other than orientation;
 - iii) An Employee who wishes to exercise the right to displace another Employee with less seniority shall advise the Employer of his or her

intention to do so and the position claimed within seven (7) days after receiving the notice of layoff.

- iv) For the purpose of the operation of clause (b) ii), laid off part-time Employees shall not have the right to displace full-time Employees.
- v) In the event that an Employee is laid off from the full-time bargaining unit and provided that no other full-time bargaining unit positions are available for which the Employee is qualified and able to perform, the full-time bargaining unit Employee shall then be allowed to displace a part-time bargaining unit Employee with less seniority provided that the Employee is qualified and able to do the work available.

13.05

- a) An Employee shall have opportunity of recall from a lay-off to an available opening, in order of seniority, provided she has the ability and qualifications as required by law to perform the work, and provided such opening is first posted under the job posting procedure, and has not been filled.
- b) No new Employees shall be hired until all those laid off have been given an opportunity to return to work and have failed to do so, in accordance with the loss of seniority provision, or have been found unable to perform the work available.
- c) It is the responsibility of the Employee who has been laid off to notify the Employer of his/her intention to return to work within seven (7) calendar days after being notified to do so by registered mail, (which notification shall be deemed to have been received on the second date of mailing) and return to work within seven (7) calendar days after being notified. The notification shall state the job to which the Employee is eligible to be recalled and the date and time at which the Employee shall report for work.
- d) Employees on lay off or notice of lay off shall be given preference for temporary vacancies, which are expected to exceed twenty (20) days of work. An Employee who has been recalled to such temporary vacancy shall not be required to accept such recall and may instead remain on lay off. This provision supersedes the job posting provision.

ARTICLE 14 – HOURS OF WORK

14.01 Normal Hours of Work

- a) The normal hours of work shall be seven and one-half (7½) hours per day, exclusive of an uninterrupted unpaid thirty (30) minute meal break. The normal days per week shall be five (5) days per week with a week being the period from Monday to Sunday.
- b) In no instance will any Employee be required to work more than five (5) consecutive days without receiving her day off, unless otherwise mutually agreed. Nothing in this Article shall be construed as a guarantee of hours per day, or days per week.
- c) All hours shall be distributed by seniority.

14.02 A full-time Employee shall receive every other weekend off; for these purposes a weekend is defined as two consecutive days off between Friday and Monday inclusive. Apart from the night shift the Employer will normally schedule these days as Saturday and Sunday.

14.03 Working Schedule

The hours of work of each Employee shall be distributed by seniority and shall be posted in an appropriate place at least two (2) weeks in advance covering six (6) weeks. The schedule will be posted in ink and will not be changed without the consent of the Employee involved. The Union shall receive a copy of the said schedules on request.

There shall be no rotation of shifts.

There shall be no split shifts.

Part-time and unscheduled part-time Employees must provide their availability two (2) weeks prior to the posting of the schedule. An Employee may advise the Employer to accept their availability provided as their standing availability. If such Employee wants to change their availability, they will do so two (2) weeks prior to the posted schedule. Employees who provide their availability late shall still be eligible for call in shifts. The Employer shall ensure that Employees are aware of the requirement to provide availability in order to be scheduled.

14.04 Lunch and Rest Periods

All Employees shall be permitted lunch and rest periods as follows in an area made available by the Employer:

Up to and including 5.5 hours shall receive one (1) paid 15-minute break

More than 5.5 hours shall receive two (2) paid 15-minute breaks

In addition to the above, any shift over five (5) hours will also be entitled to one half (½) hour unpaid lunch.

14.05 Reporting Pay

Employees who report for any scheduled shift will be guaranteed at least four (4) hours of work, or if no work is available, will be paid at least four (4) hours except when work is not available due to conditions beyond the control of the home. The reporting allowance outlined as herein shall not apply whenever an Employee has received prior notice not to report for work.

14.06 Shift Exchanges

Employees will be permitted to exchange days off, or shifts, with other Employees by completing the appropriate forms, as supplied by the Employer, and with the Employer's permission. Such permission will not be unreasonably withheld. The Employer has no obligation for any premium payment arising out of any such exchange. Where the shifts involved involve shift differential, this premium shall be paid to the Employee working the shift. Overtime shall not apply if it is the result of a voluntary switch.

14.07 Time of Between Shifts

Employees are to be allowed a minimum of sixteen (16) hours off between the ending of one scheduled shift and the commencing of the other scheduled shift. Where an Employee accepts a call-ins or participates in a voluntary shift exchange with another Employee this provision does not apply.

14.08 Seniority for Shift Preference

The Employer shall determine the shifts to be worked. The Employee with the most seniority shall be given shift preference for master lines.

14.09 Standard/Daylight Savings Time

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

ARTICLE 15 – OVERTIME

15.01 Overtime Rates

Authorized work performed in excess of seven and one-half (7½) hours of work per day or seventy-five (75) hours of work in a two (2) week period including authorized work on the Employee's scheduled days off which takes them in excess of 75 hours of work in a two week period will be counted as overtime and will be paid at the rate of time and one-half (1½) the Employee's regular hourly earnings.

Employees who are scheduled to work less than seventy-five (75) hours in a two (2) week pay period will not qualify for overtime on assigned day(s) off until they have completed seventy-five (75) hours of work in the scheduled two (2) week pay period.

15.02 No Lay Off to Compensate for Overtime

Employees shall not be required to layoff during regular hours to equalize any overtime worked.

15.03 Distribution of Overtime

Overtime shall be given in order of seniority to the Employees who are willing and qualified to perform the work that is available.

15.04 Minimum Call-back Time

An Employee who has left work and is called back to work after she has completed her regular shift shall be paid for a minimum of four (4) hours at regular rates.

15.05 No Duplicating or Pyramiding of Overtime

Overtime premiums will not be duplicated nor pyramided nor, shall the same hours worked be counted as part of the normal workweek or as hours worked for which the overtime premium is paid.

However, time worked on a paid holiday shall be counted as part of the normal workweek.

15.06 Meal Allowance

An Employee required to work two-hours or more of overtime shall be provided with a meal or an allowance of seven dollars (\$7.00), when provided with a receipt, if the Home is unable to provide a meal.

ARTICLE 16 – HOLIDAYS

16.01 The following Holiday Pay provisions apply to all Employees:

List of Holidays

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

16.02 Holiday Qualifications

In order to be entitled to receive payment for these holidays, the Employee must work her scheduled working day immediately preceding or the working day following the holiday unless on a leave of absence or absent due to illness.

16.03 Payment for Holidays

An Employee who is required to work on any of the above named holidays will receive pay at the rate of time and one-half (1½) the Employee's regular hourly rate for every hour worked on such day, in addition to pay for the holiday at the Employee's regular hourly rate or the Employee may be granted an alternate

day off (lieu day), at a mutually agreeable time, to be taken within sixty (60) days after the holiday except at Christmas and New Year's. Payment for such lieu day will be based upon the entitlement the Employee otherwise would have been eligible to receive for the holiday at straight time hourly rates.

16.04 Holidays for Days Off

When any of the above noted holidays fall on an Employee's scheduled day off the Employee shall receive a regular day's pay, or provided that the Employee has notified the Employer in writing at least two weeks prior to the holiday of her choice, a lieu day off with pay to be taken at a time mutually agreed upon. If the Employer and the Employee cannot agree upon the scheduling of the lieu day the Employee will be paid out the holiday pay.

16.05 Christmas or New Year's Off

The holiday schedule shall provide that every Employee shall have at least Christmas or New Year's Day off on a rotating basis. i.e. An Employee who receives Christmas off one year shall receive New Year's Day off the following year unless otherwise mutually agreed. Each department will post by October 30th a Christmas/New Year's Holiday preference signup sheet setting forth Christmas Day and New Year's Day. Each employee is required to indicate which of these 2 days they would prefer to work and which day they had off last year. Employees will be advised by November 15th which date they will receive off.

16.06 Floating Days

The Employer agrees to grant Employee one (1) floating day off with pay to be taken on a day mutually agreed upon between the Employer and the Employee as of January 1, 2019.

ARTICLE 17 – VACATIONS

17.01 Length of Vacation

Employees shall receive an annual vacation with pay in accordance with credited service prior to the commencement of the vacation period as follows:

a) Full time

Less than one (1) year of	10/12 of a working day for each
---------------------------	---------------------------------

service	month worked at 4% of total earnings
One (1) year of service	Two (2) weeks' vacation with vacation pay calculated at 4% of annual wages
Five (5) years of service but less than ten (10)	Three (3) weeks' vacation with vacation pay calculated at 6% of annual wages
More the ten (10) years of service	Four (4) weeks' vacation with vacation pay calculated at 8% annual wages
More than fifteen (15) years of service	Five (5) weeks' vacation with vacation pay calculated at 10% annual wages

b) Part time

1800 hours of seniority but less than five (5) years	4% of gross earnings not to exceed two weeks
Five (5) years service	6% of gross earnings not to exceed three weeks
More than 18,000 hours	8% of gross earning not to exceed four weeks
More than 27,000 hours	10% of gross earning not to exceed five weeks

For the purposes of vacation entitlement, part-time Employees credited with one year of service for each 1800 hours worked. Part time week is a regular week of work.

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

17.02 Holidays During Vacation

If a paid holiday falls or is observed during an Employee's vacation period, she shall be granted an additional day's vacation with pay for each holiday, in addition to her regular vacation time.

17.03 Vacation Pay on Termination

An Employee terminating her employment at any time in her vacation year before she has had her vacation shall be entitled to a proportionate payment of salary or wages in lieu of such vacation.

17.04 Preference in Vacations

The Home shall provide to its Employees a vacation request form by January 15th of each year. Employees shall submit written requests to their departmental supervisor for vacation time off by March 1st in each vacation year. If Employees of the same classification request the same vacation time and such requests cannot be accommodated by the Home, then seniority shall apply. Finalized vacation schedules shall be posted by April 15th. Where the Home is unable to approve an Employee's request they shall meet and discuss the reasons with the Employee prior to April 15th in order to meet the approval deadline. Employees shall receive a response to vacation requests received after March 1 within one week of making the request. Vacation requests submitted after March 1st will be considered, if they can be accommodated by the Home, on a first come, first serve basis and vacation requests already approved shall not be overturned as a result of granting such requests. Employees shall receive a response to a vacation request submitted after March 1st within one (1) week of making such request.

17.05 Unbroken Vacation Period

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

17.06 Illness During Vacation

Sick leave may be substituted for vacation where it can be established to the satisfaction of the Employer by the Employee that an illness or accident occurred while on vacation.

It is understood that the Employer will reschedule vacation for an Employee whose vacation would be interrupted by a serious illness occurring immediately prior to the scheduled vacation.

17.07 Between December 15th and January 5th of each year the Employer will make every effort to grant vacation by seniority to one (1) Employee per unit on a rotating basis. Such request shall not be unreasonably denied.

17.08 Unused Vacations:

An Employee may choose to carry-over any unused vacation days into the next year. The Employer will pay-out the Employee for any unused vacation that they do not choose to carry-over.

ARTICLE 18 – SICK LEAVE PROVISIONS

18.01 Sick Leave Defined

Sick leave means the period of time an Employee is permitted to be absent from work with full pay by virtue of being sick or disabled, or because of an accident for which compensation is not payable under the Worker's Compensation Act.

18.02 Amount of Sick Leave

Regularly scheduled Full time will accumulate sick credits at 7.5 hours for every 162.5 hours worked to a maximum of **forty-five (45)** hours annually. The sick bank will carry over year after year however an Employee may only utilize **forty-five (45)** hours annually.

Regularly scheduled part time will accumulate sick credits at 3.5 hours for every 162.5 hours worked to a maximum of **twenty-two and one half (22.5)** hours annually. The sick leave bank will carry over year after year however an Employee may only utilize **twenty-two and one half (22.5)** hours annually.

18.03 Proof of Illness

Following three (3) consecutive days of illness, an Employee may be required to provide a doctor's certificate, certifying that the Employee was unable to carry out her duties due to illness. If there is a cost to the Employee for the medical certificate, up to twenty-five (\$25.00) will be paid by the Employer.

18.04 Sick Leave during Leave of Absence

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

18.05 Sick Leave Record

Any Employee is to be advised, on application, of the amount of sick leave accrued to his/her credit.

18.06 Definitions

For the purpose of this Article, the word "month" shall mean a calendar month, and the words "sick leave" shall include illness, injury and/or any other physical incapacity.

ARTICLE 19 – LEAVE OF ABSENCE

19.01 General Leave

The Employer may grant leave of absence without pay and without loss of seniority to any Employee requesting such leave of absence for valid personal reasons such request to be in writing and approved by the Employer. Employees on approved leave of absence should not engage in any gainful employment without permission of the Employer. Such leave is not to be unreasonably denied.

19.02 Leave for Union Business

Representatives of the Union shall not suffer any loss of pay when required to leave their employment temporarily in order to attend grievance meetings.

19.03 Leave for Union Function

Upon notification to the Employer, an Employee elected or appointed to represent the Union at Union functions shall be allowed a leave of absence with pay and benefits and without loss of seniority. The Union shall reimburse the Employer for receipt of such pay.

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

An Employee who is elected or selected for a full-time position with the Union or anybody with which the Union is affiliated, or who is elected to public office, shall be granted leave of absence without pay and without loss of seniority.

19.05 Bereavement Leave

- a) In the event of death of an Employee's spouse (including same sex or common-law spouse and fiancée), child, step-child or parent, step-parent, the Employee shall be entitled to leave of absence without loss of pay for four (4) days.
- b) In the event of death of an Employee's sister, step-sister, brother, step-brother, mother-in-law, step mother-in-law, father-in-law, step father in law, son-in-law, step son-in law, daughter-in-law, step daughter-in-law, grandparent, step grandparent, grandchild or step-grandchild, legal guardian the Employee shall be entitled to leave of absence without loss of pay for three (3) days.
- c) The Employee shall be paid during the leave in accordance with (a) and (b) above for scheduled hours which she otherwise would have worked. The Employee will be allowed to save one day to attend the memorial service.
- d) Where it is necessary because of distance additional days without pay may be granted

19.06 Family Leave

Employees shall be granted a leave of eight (8) weeks to care for a seriously ill family member. This leave is in addition to all other existing leave provisions in the Collective Agreement. During the leave the Employee will continue to accumulate all benefits and seniority under the Collective Agreement. If the Employee chooses to make contributions for the period of the leave to the pension or benefit plan, the Employer will pay the Employer's contributions for the same period. On return from leave, Employees will be placed in their former position.

The Employee may request an extension to the leave in writing should circumstances warrant. Approval of an extension shall not be unreasonably

denied. During an extended leave the Employee shall continue to accrue all benefits and seniority.”

19.07 Pregnancy and Parental Leave

Pregnancy and parental leaves will be granted in accordance with the Employment Standards Act of Ontario unless otherwise amended.

a)

- 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 four (4) weeks' notice of her intention to return to work. The Employee may shorten the duration of the leave of absence requested under this Article upon giving the Employer four (4) 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 19.08 (h) Parental Leave.

- b) An Employee who does not apply for leave of absence under 19.08 a) i) and who is otherwise entitled to pregnancy leave, shall be entitled to and shall be granted leave of absence in accordance with 19.08 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 her 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. If an Employee returns to work at the expiry of the normal pregnancy or parental leave, and the Employee's former permanent 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 19.08 d).
- 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.
- g) 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 four (4) weeks' notice, in writing that she intends to take parental leave.

19.08 Parental Leave

- i) An Employee who becomes a parent, and who has been employed for at least thirteen (13) weeks immediately preceding the date of the birth of

child or the date the child first came into care or custody of the Employee, shall be entitled to parental leave.

- ii) 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 her or her own.
- iii) Parental leave must begin within fifty-two (52) weeks of the birth of the child or within fifty-two (52) 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 sixty-one (61) weeks in duration if the Employee also took pregnancy leave and sixty-three (63) weeks in duration if she did not.
- iv) An Employee not on pregnancy leave requesting parental leave, shall give the Employer four (4) weeks written notice of the date the leave is to begin.

Parental leave ends sixty-one (61) weeks after it began if the Employee also took pregnancy leave and sixty-three (63) weeks after it began if they did not; as the case may be, or on an earlier day if the Employee gives the Employer at least four (4) weeks written notice of the day.

- v) For the purposes of Parental Leave, the provisions under 19.06 a), d), e), f), g) and h) shall also apply.

The Employer will continue to pay its share of the contributions of the subsidized Employee benefits, including pension, in which the Employee is participating for a period of up to thirty-five (35) weeks while the Employee is on parental leave.

Credits for service and seniority shall accumulate for a period of up to thirty-five (35) weeks while the Employee is on parental leave on the basis of what the Employee's normal regular hours of work would have been.

The Employer will continue to pay the percentage in lieu of benefits and its share of pension contributions during the period of pregnancy leave. The Employer will register those benefits as part of the Supplemental

Unemployment Benefit Plan with the Canada Employment Insurance Commission.

ARTICLE 20 – PAYMENT OF WAGES AND ALLOWANCES

20.01 Pay Days

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

On each payday each Employee shall be provided with an itemized statement of her wages, overtime and other supplementary pay and deductions. The Employee's hourly rate is to be placed on the cheque stub.

If an Employee is under paid, the following applies:

If the amount of the error is equal to or greater than the Employee's normal gross wages for a day of work, the Employer will provide the adjustment payment promptly. The objective is to deliver the payment within three (3) business days of the error being brought to the Employer's attention.

Errors for lesser amounts will normally be corrected on the next pay.

20.02 Pay during Temporary Transfers

When an Employee temporarily relieves in or performs the principal duties of a higher paying position, she shall receive the rate for the job. When an Employee is temporarily assigned to a lower paying position than her own, her rate shall not be reduced.

20.03 Payment for In-Service

The Employer agrees to pay Employees who are required by the Employer to attend in-service sessions at their straight time hourly rate for all hours in attendance at such sessions. Such payment shall not be subject to the overtime provisions of the Collective Agreement.

20.04 Uniforms

The Employer will provide 3 uniforms shirts annually to full time, 2 uniform shirts to part time and 1 uniform shirt to casual (unscheduled part time).

An Employee given a shirt upon hiring will be expected to return this shirt if the Employee does not successfully pass probation.

20.05 Shift and Weekend Premiums

A weekend premium of twenty-five cents (\$0.25) per hour will be payable to all employees for all hours worked during the period 7pm Friday to 7am Monday each weekend.

The weekend premium will be paid in addition to the shift premium.

20.06 UCP Premium

Employees assigned to perform medication distribution duties will receive a one dollar (\$1.00)/hour premium for all shifts in which they are assigned to perform those duties.

ARTICLE 21 – EMPLOYEE BENEFITS

21.01 Master Policy

Upon request the Union shall be provided with a current copy of the Master policy of all insured benefits.

21.02 Change of Carriers

It is understood that the Employer may at any time substitute another carrier for any plan, provided the benefits remain the same. Before making such a substitution, the Employer shall notify the Union to explain the proposed change and to ascertain the views of the Employees. Upon request by the Union, the Employer shall provide to the Union full specification of the Benefit Programs contracted for and in effect for Employees covered herein.

21.03 Life Insurance and AD&D

The Employer agrees to pay one hundred percent (100%) of the billed premiums for each Employee who has completed their probationary period for the Blue Cross Plan. The Employer shall provide all Employees with a life insurance and accidental death and dismemberment (AD&D) policy coverage equal to \$20,000.

21.04 Extended Health Care Benefits

The Employer shall provide all Employees who have completed their probationary period with an Extended Health Care Plan. The Employer shall pay fifty percent (50%) of the premiums.

Eligible Expenses (Benefit year January 1st- December 31st):

- a) Semi-private hospitalization – difference between ward and semi-private hospital room.
- b) Drugs, including current generic prescription features, for use in Canada.
- c) The drug plan requires generic substitution of drugs covered by the plan unless otherwise prescribed by the Employee's doctor.
- d) Private duty nursing at home when medically necessary.
- e) Paramedical: Services of a licensed chiropractor, osteopath, podiatrist, chiropodist, speech therapist or massage therapist to a maximum of three hundred dollars (\$300.00) per person benefit year, per specialty.
- f) Services of a licensed or registered physiotherapist.
- g) Services of a licensed psychologist, to a maximum of three hundred dollars (\$300.00) per person per benefit year.
- h) Vision Care: up to \$190.00 per person in any twenty-four (24) consecutive months for contact lenses or eyeglasses prescribed by an ophthalmologist or licensed optometrist or laser surgery or for eye examinations. This amount will be increased to \$190.00 upon ratification.
- i) Hearing aids, including repairs and batteries to a maximum of \$300.00 per person per five (5) benefits years.
- j) Orthotics: Orthotic devices per person per benefit year to a maximum of \$400.00 provided that they are prescribed by an orthopaedic surgeon, podiatrist or chiropodist as being medically necessary for everyday use.
- k) Orthopaedic devices per person per benefit year to a maximum of \$400 provided that they are prescribed by an orthopaedic surgeon, podiatric or chiropodist as being medically necessary for everyday use.

21.05 Dental Care

Effective three full pay periods following ratification introduce a Dental Plan with basic services based on a one (1) year lag in the ODA fee schedule. The Employer agrees to pay fifty (50%) percent of the billed for eligible participating Employees, provided that the participating Employee pays the remaining fifty (50%) percent of the billed premium through payroll deductions. This plan is subject to an eighty (80%) percent co-insurance for basic services. The cap on the dental plan will be \$1,000.00 in a calendar year.

ARTICLE 22 – TECHNOLOGICAL CHANGES

22.01 Technological and Other Changes

The Employer will notify the Union at least thirty (30) days in advance of any technological or other change, which the Employer plans to introduce which will significantly change the status of the Employees within the bargaining unit. The Employer agrees to meet and discuss with the Union the impact of the technological or other change on the Home, its Employees and the residents.

ARTICLE 23 – GENERAL CONDITIONS

23.01 Bulletin Board

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

23.02 Proper Conditions

- a) Neat, clean, attractive and appropriately furnished accommodations as pursuant to the Occupational Health and Safety Act, as amended from time to time, shall be provided for Employees to have their meals and change their clothes.
- b) Appropriate lockers or storage space shall be provided for Employees to leave their clothing or belongings in during working hours.

23.03 Copies of Agreement

The Union and the Employer desire every Employee to be familiar with the provisions of this Agreement and her rights and duties under it. It is agreed that the Union will prepare the Collective Agreement for signing within sixty (60) days of receiving the arbitration award or written notice of ratification and shall subsequently arrange to print sufficient copies within thirty (30) calendar days from the date it receives the signed copy of the Collective Agreement. The Union and the Employer shall share the cost of printing equally.

23.04 Plural or Feminine Terms May Apply

Whenever the singular or masculine is used in this Agreement, it shall be considered as if the plural or feminine has been used where the context of the party or parties hereto so requires. Whenever the gender-inclusive pronouns they, their, or them, are used in this Agreement it shall be considered as if the singular has been used where the context so requires.

ARTICLE 24 – RETROACTIVITY

24.01 Increase to the salary schedule shall be retroactive to September 16, 2022. Where Employees either have left the employ of the Employer and/or have entered into the employ of the Employer between September 16, 2022 and September 15, 2024 they shall be entitled to the pro-rated amount of such payments.

The Employer will endeavour to provide all retroactivity within thirty (30) days of the interest arbitration award and/or receiving written notice of ratification. If the retro is not paid within sixty (60) days, then thereafter interest will be paid.

ARTICLE 25 – PENSION

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

"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;

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

- 25.01 "Eligible Employee" means full-time and part-time Employees in the bargaining unit who have completed probation.
- 25.02 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.
- 25.03 The Employee and 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.
- 25.04 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.
- 25.05 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.
- 25.06 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.

25.07 The Employer agrees to provide to the Administrator of the Plan, on a timely basis all information required pursuant to the Pension Benefits Act, R.S.O. 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

25.07 of the agreement are:

i) To be Provided Once Only at Plan Commencement:

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 where applicable (MMDDYY)

iv) To Be Provided Once if they are Readily Available:

Gender

Marital Status

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

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

ARTICLE 26 – TERM OF AGREEMENT

26.01 Effective Date

The term of this Agreement shall be from September 16, 2022 to September 15, 2024 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.

26.02 Changes in Agreement

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


Signed and dated at _____ this ____ day of _____, 2025.

For the Union:

For the Employer:


Cyrus Espirito (Apr 9, 2025 15:35 EDT)


Oliver Stone, General Manager (Mar 26, 2025 15:11:11 EDT)


Ivona Rozenberg (Apr 9, 2025 15:35 EDT)


Christina Cunningham (Mar 24, 2025 12:35 EDT)


Janet McIvor

Schedule ‘A’ – Valley Vista Employee Association – Wage Grid

Wages are retroactive to the dates indicated. All other items are effective on the dates indicated herein, or where not indicated, on the date of release of the award.

Classifications	Steps	Expired Rate	16-Sep-22	01-Oct-22	16-Sep-23	01-Oct-23	25-Jun-24
			3%		3.50%		
Resident Attendants	Start	\$ 15.35	\$ 15.81		\$ 16.36	\$ 16.55	\$ 16.88
	450 hrs probation	\$ 15.77	\$ 16.24		\$ 16.81	\$ 17.00	\$ 17.34
	1800 hrs = 1 Year	\$ 16.24	\$ 16.73		\$ 17.32	\$ 17.51	\$ 17.86
	9000 hrs = 5 Year	\$ 16.52	\$ 17.02		\$ 17.62	\$ 17.81	\$ 18.17
Cook	Start	\$ 19.04	\$ 19.61		\$ 20.30		
	450 hrs probation	\$ 19.15	\$ 19.72		\$ 20.41		
	1800 hrs = 1 Year	\$ 19.93	\$ 20.53		\$ 21.25		
	9000 hrs = 5 year	\$ 20.20	\$ 20.81		\$ 21.54		
Servers/ Dietary Aide	Start	\$ 15.01	\$ 15.46	\$ 15.50	\$ 16.04	\$ 16.55	\$ 16.88
	450 hrs probation	\$ 15.77	\$ 16.24	\$ 16.28	\$ 16.85	\$ 17.00	\$ 17.34
	1800 hrs = 1 Year	\$ 16.09	\$ 16.57	\$ 16.61	\$ 17.19	\$ 17.51	\$ 17.86
	9000 hrs = 5 Year	\$ 16.37	\$ 16.86	\$ 16.90	\$ 17.49	\$ 17.81	\$ 18.17
Lead (head) Cook	Start	\$ 19.93	\$ 20.53		\$ 21.25		
	450 hrs probation	\$ 20.50	\$ 21.12		\$ 21.86		
	1800 hrs = 1 Year	\$ 21.08	\$ 21.71		\$ 22.47		
	9000 hrs = 5 year	\$ 21.49	\$ 22.13		\$ 22.90		