

# **COLLECTIVE AGREEMENT**

**between**

# **Omni**

**STREAMWAY VILLA**

**and**

**CUPE** / *Canadian Union  
of Public Employees*

**AND ITS LOCAL 2225-01**

**JANUARY 1, 2025 to DECEMBER 31, 2026**

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## **PREAMBLE**

Whereas it is the desire of both parties of 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.

And whereas it is now desirable that methods of bargaining and all matters pertaining to the working conditions of the employees be drawn up in an agreement.

Now, therefore, the parties agree as follows:

## **ARTICLE 1 - RECOGNITION**

### **1.01 Bargaining Unit**

The Employer recognizes the Canadian Union of Public Employees and its Local 2225-01 as the sole and exclusive bargaining agency for all employees of the Streamway Villa Nursing Home at Cobourg, Ontario. Save and except persons above the rank of Supervisor, Registered and Graduate Nurses, Activities Director, Office and Clerical staff. And hereby consents and agrees to negotiate with the Union, or any of its authorized committees concerning all matters affecting the relationship between the parties to this agreement, looking towards a peaceful and amicable settlement of any differences that may arise between them.

### **1.02 Work of the Bargaining Unit**

Persons whose jobs are not in the bargaining unit shall not work on any jobs, which are included in the bargaining unit except for the purposes of instruction, experimenting or in emergencies when regular employees are not available. But, providing that management may in the future replace registered nursing assistants with registered nurses where legislation requires.

### **1.03 No Other Agreements**

No employee covered by this agreement shall be required or permitted to make any written or verbal agreement with the Employer or their representatives, which may conflict with the terms of this collective agreement.

### **1.04 Job Security – Restrictions on Contracting Out**

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

- 1.05** Supervisors excluded from the Bargaining Unit shall not routinely perform duties normally performed by employees in the Bargaining Unit, which shall directly result in the layoff or reduction in hours of work of an employee in the Bargaining Unit.

## **ARTICLE 2 - MANAGEMENT RIGHTS**

### **2.01 Management Rights**

The Union recognizes that it is the function of the Employer to exercise the regular and customary function of management and to direct the working forces of the Employer subject to the terms of this agreement.

The Union acknowledges that the regular and customary functions of the Employer include the following:

- a) Maintain order, discipline and efficiency.
- b) Hire, discharge, assign, direct, promote, demote, classify, transfer, lay-off, recall and suspend or otherwise discipline employees for just cause.
- c) Determine the number of personnel required, the hours of work, the services to be performed and the methods, procedures and equipment to be used in connection herewith.
- d) Make and enforce and alter from time to time, reasonable rules and regulations to be observed by the employees not inconsistent with the provisions of this agreement.
- e) Determine and establish standards and procedures for the care, welfare, safety and comfort of the residents.

### **2.02 Not Discriminatory**

The Employer shall not exercise its rights to direct the working forces in a discriminatory manner, nor shall the employee of the Union or its representatives exercise its rights in a discriminatory manner. Nor shall these rights be used in a manner which would deprive present employees of their employment, unless through just cause.

## **ARTICLE 3 - NO STRIKES/NO LOCKOUTS**

### **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 No Discrimination**

Both the Employer and the Union agree that there will be no discrimination, coercion or intimidation practiced or threatened against the individual employee by the virtue of their membership or non-membership in the Union, or by the exercise or non-exercise of their rights and/or responsibilities as Union representatives under this Agreement.

The Employer and the Union further agree that all Employees will be protected against discrimination respecting their human and employment rights in all matters prohibited under the *Ontario Human Rights Code*.

The parties acknowledge and agree to adhere to the *Ontario Human Rights Code*, the *Employment Standards Act* as amended from time to time, the *Ontario Labour Relations Act* as amended from time to time, and the *Occupational Health and Safety Act* as amended from time to time.

### **4.02 Harassment**

Harassment means engaging in a course of vexatious comment or conduct that is known or ought reasonably to be known to be unwelcome. Harassment shall include within its meaning bullying, sexual and psychological harassment.

Everyone has the right to freedom from harassment in the workplace by any person based on any grounds prohibited by the Ontario Human Rights Code, including but not limited to race, ancestry, place of origin, colour, ethnic origin, citizenship, religion, creed, sex, age, record of offence, marital status, family status, handicap or sexual orientation.

An employee who believes that they have been harassed, shall be encouraged to follow the Employer's policy on harassment and process but may also follow the process set out in the grievance procedure. The parties may mutually agree to hold such grievances in abeyance.

## **ARTICLE 5 - UNION SECURITY AND CHECK-OFF**

### **5.01 Union Membership**

- a) All employees, who are members of the Union, at the time this agreement becomes effective, shall retain membership in the Union for the duration of this agreement.
- b) As a condition of employment, new employees shall join the Union immediately upon hiring.

### **5.02 Check-Off**

Effective from the start of the first, pay period in the month following, the date of signature of this agreement. The Employer agrees to deduct, each month from each employee covered by this agreement, an amount equivalent to the regular monthly dues of the Union, and to remit the amount so deducted to the Secretary-Treasurer

of the Union. No later than the fifteenth (15<sup>th</sup>) day of the month following, accompanied by a list of the names of all employees from whose wages the deductions have been made. Deductions shall be made from the first day of employment.

In respect of the foregoing, the Union agrees to indemnify and save harmless the Employer for any and all claims which may be made against the Employer arising out of any amount deducted from an employee's pay as provided for in this contract.

**5.03 New Employees**

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.

**5.04 Due Receipts/T4 Slips**

At the same time that Income Tax (T-4) slips are made available, the Employer shall type on the amount of union dues paid by each Union member in the previous year.

**5.05 Interviewing Opportunity**

A representative of the Union shall be given an opportunity to interview each new employee within regular working hours, without loss of pay for a maximum of fifteen (15) minutes during the first month of employment, for the purpose of acquainting the new employee with the benefits and duties, of Union membership, and their responsibilities and obligations to the Employer and the Union. The Union shall be notified, in writing, within five (5) days of a new employee being hired.

**ARTICLE 6 – CORRESPONDENCE**

**6.01 Correspondence**

All correspondence and other communications between the parties arising out of this agreement or incidental thereto, shall pass to and from the Administrator of the Nursing Home, or designate and the Secretary of the Union, or the Secretary's designate.

**6.02 Definition – Union**

Unless otherwise specified, where the term "Union" is used, it shall refer to the Unit Chair of CUPE Local 2225-01 (Streamway Villa) or designate.

**6.03 Technical Information**

The Employer shall make available to the Union, in writing, information required by the Union, such as job descriptions, positions in the bargaining unit, job classifications, wage rates and welfare plans in advance of any additions or changes to the above.

## **ARTICLE 7 - UNION/MANAGEMENT RELATIONS**

### **7.01 Representation**

No individual employee or group of employees shall undertake to represent the Union at meetings with the Employer without proper authorization of the Union. In order that this may be carried out, the Union will supply the Employer with the names of its officers.

### **7.02 Representative of Canadian Union**

The Union shall have the right at any time to have the assistance of a designated representative of the Canadian Union of Public Employees when dealing or negotiating with the Employer. Such representative shall have reasonable access to the Employer's premises upon request, by appointment with the Administrator, in order to investigate and assist in the settlement of a grievance.

### **7.03 Meeting of Committee**

Either party may initiate a request for a meeting and such a meeting shall be held at a time and place fixed by mutual agreement.

### **7.04 Time Off for Meetings**

Any representative of the Union on the bargaining committee, or Labour Management Committee, who is in the employ of the Employer, shall have the privilege of attending committee meetings held within working hours without loss of remuneration. This privilege applies only when the Committee is engaged in committee work with representatives of the Employer.

### **7.05 Stewards**

In order to provide an orderly and speedy procedure for the settling of grievances, the Employer acknowledges the right of the Union to appoint or elect three (3) stewards, whose duties shall be to assist any employee which the steward represents, in preparing and in presenting their grievance in accordance with the grievance procedure.

### **7.06 Chief Steward**

One Steward will be appointed by the Union as Chief Steward.

### **7.07 Names of Stewards**

The Union shall notify the Employer in writing of the name of each Steward and the shift they represent and the Chief Steward, before the Employer shall be required to recognize them.

**7.08 Grievance Committee**

The Employer will recognize a grievance committee consisting of up to three (3) employees including one chairperson as representative. The Members of the grievance committee shall be employees who have completed their probationary period with the Employer.

**7.09 Permission to Leave Work**

The Employer agrees that Stewards shall not be hindered, coerced, restrained or interfered with in any way in the performance of their duties while investigating disputes, and presenting adjustments as provided in this article. The Union understands and agrees that each steward is employed to perform full-time work for the Employer and that they will not leave their work during working hours except to perform their duties under this agreement. Therefore, no Steward shall leave their work without obtaining the permission of their supervisor, which permission shall not be unreasonably withheld. The said Steward shall not be away from their work for unreasonable lengths of time.

**7.10 Bargaining Committee**

A Bargaining Committee shall be elected or appointed to negotiate amendments or renewal of this agreement and such related matters, which may properly arise from time to time. Such committee shall consist of not more than three (3) members representing the Employer, and not more than three (3) members representing the Union. The Union will advise the Employer of the Union representatives.

**7.11 Labour Management Committee**

A Labour Management Committee shall be established consisting of up to three (3) representatives of the Union and up to three (3) representatives of the Employer. This Committee shall meet as required at a mutually convenient time and date. The Committee shall concern itself with reviewing suggestions from employees, matters of working conditions and service and improving conditions making for grievances and misunderstandings. This Committee shall not have the power to add, amend, delete or change any part of the Collective Agreement.

**7.12 Health and Safety Committee**

A Health and Safety Committee shall be established consisting of two (2) representatives of the Union and not more than two (2) representatives of the Employer. This Committee shall hold meetings as required to jointly consider, monitor, inspect, investigate and review health and safety conditions and practices; and to improve existing conditions and practices. Remuneration shall be as per the *Occupational Health and Safety Act*.

**7.13** The Employer and the Union agree that they have a shared goal of a workplace free of violence.

To that end, the local parties will promote health and safety in the workplace, through annual training, education, and the development of appropriate resources.

## **ARTICLE 8 - GRIEVANCE PROCEDURE**

### **Definition**

A grievance under this Agreement shall be defined as any difference or dispute between the Employer and any employee relating to the interpretation, application or administration of this Agreement, including any questions as to whether the matter is arbitrable and an allegation that this Agreement has been violated.

### **8.01 Complaint Stage**

The employee shall first discuss the dispute verbally with their immediate Supervisor or their designate, within ten (10) working days from the time of the occurrence of the event complained of, with a steward, in order to amicably settle the matter. The Supervisor or their designate, shall provide a verbal response within five (5) working days of such discussion.

### **8.02 Step 1**

If the matter is not settled at the complaint stage, including the failure of the Supervisor or designate to provide a response within the time allotted, the Union may file a written grievance to the Administrator within five (5) working days after the complaint stage. The Administrator shall convene a meeting with the grievor and their Union Steward at a time to be fixed by both parties. Such discussion shall be held within ten (10) working days or another mutually agreeable time. The Administrator or their designate shall give their written response within seven (7) working days after the meeting.

### **8.03 Step 2**

If the matter is not settled at Step 1, including the failure of the Administrator or designate to provide a response within the time allotted, the Union will file the written grievance to the Administrator within five (5) working days. The Administrator shall convene a meeting with the grievor and their Union Steward, the CUPE National Representative and the Employer's Human Resources Director or designate at a time to be fixed by both parties. Such meeting shall be held within ten (10) working days or another mutually agreeable time. The Human Resources Director or designate shall give their written response within seven (7) working days after the meeting.

### **8.04 Failure to settle at Step 2**

In the event that the grievance is not settled at Step 2, either party may refer the matter to arbitration in accordance with Article 9 - Arbitration.

### **8.05 Group Grievance**

Where a number of employees have identical grievances and each employee would be entitled to grieve separately, they may present a group grievance in writing, identifying each employee who is grieving, to the Administrator or designate in accordance with Step 1 of the grievance procedure. Where the Union requires

additional time, the parties may agree to an extension of time limits in accordance with Article 8.08

**8.06 Policy Grievance**

Where a dispute involving a question of general application or interpretation occurs, or where a group of employees or the Union or the Employer has a grievance, Step 1 of this Article may be by-passed.

**8.07 Discharge/Suspension Grievance**

An employee considered by the Union to be wrongfully discharged or suspended, shall have recourse to the grievance procedure commencing at Step 2 provided the grievance is filed within ten (10) working days of the suspension or discharge.

Such grievance may be resolved by the reinstatement of the employee to their former position without loss of seniority, wages or benefits, or in such other manner as the parties may agree or the Board of Arbitration may award.

**8.08 Timelines**

The time limits specified in the grievance procedure may be extended by mutual, written agreement between the Employer and the Union.

**8.09 Grievance 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.

**ARTICLE 9 – ARBITRATION**

**9.01** Failing a satisfactory settlement at Step 2 of the Grievance Procedure in Article 8, either party may refer the dispute to arbitration. The party initiating the arbitration shall notify the other party of its intention to proceed to arbitration within ten (10) working days of receiving a written reply referred to at Step 2 of the Grievance Procedure. The request shall be in writing addressed to the other party to this Agreement and shall contain the name of the first party's nominee to the Board of Arbitration.

**9.02** The recipient of notice shall, within ten (10) working days thereafter, designate its nominee to the Board of Arbitration. The two (2) so nominated shall endeavour, within ten (10) working days after the appointment of the second of them, to agree upon a third person to act as Chairperson of the Board of Arbitration. If the nominees are unable to agree upon a third person as Chairperson within ten (10) working days after the appointment of the second one of them, then either party may request the Ministry of Labour for the Province of Ontario to appoint the third member as Chairperson of the Board of Arbitration.

**9.03** The decision of a Board of Arbitration, or a majority thereof, constituted in the above manner shall be final and binding on both parties. If there is no majority decision, the decision of the Chairperson shall govern.

**9.04** The Board of Arbitration shall not have any power to alter or change any of the provisions of this Agreement or to substitute any new provisions for any existing provisions, nor to give any decision inconsistent with the terms and provisions of this Agreement. Each of the parties shall be responsible for the fees and expenses of its own nominee. The Fees and expenses of the Chairperson shall be shared equally by the parties of this Agreement.

**9.05 Sole Arbitrator**

By mutual agreement, the Parties may agree to the use of a sole Arbitrator and the wording in this Article shall be deemed amended as necessary.

**9.06** No grievance shall proceed to mediation or arbitration without first having been carried through all agreed steps and timelines of the grievance procedure, unless specifically agreed to in writing by the parties.

**ARTICLE 10 - DISCHARGE, SUSPENSION AND DISCIPLINE**

**10.01** a) Where a Supervisor intends to meet with an employee for discipline purposes, the Supervisor shall give sufficient notice to the employee of the purpose of the meeting in order that the employee may contact a Union representative and have a Union representative present if desired. Where an employee chooses not to have a Union representative present, the Supervisor shall have the employee sign a waiver stating so. Subject to the above, the Union shall be notified and asked to attend any meeting where any form of discipline is discussed.

b) **Adverse Report**

The Employer shall notify an employee in writing of any expression of dissatisfaction concerning their work within ten (10) calendar days of the event of the complaint, with copies to the Union and to the CUPE Representative at the same time as the employee is notified in writing. This notice shall include particulars of the work performance, which led to such dissatisfaction. If this procedure is not followed, such expression of dissatisfaction shall not become part of their record for use against them in regard to discharge, discipline, promotion, demotion, or other related matters. This article shall be applicable to any complaint or accusation, which may be detrimental to an employee's advancement or standing with the Employer, whether or not it relates to their work. The employee's reply to such complaint, accusation or expression of dissatisfaction shall become part of their record. Except in cases of resident abuse, the record of an employee shall not be used against them at any time after eighteen (18) months following a suspension or disciplinary action, including receipt of letters of reprimand or any adverse reports. These records will be removed from the employee's permanent file and destroyed after eighteen (18) months following a suspension or disciplinary action, except in the case of resident abuse including receipt of a letter of reprimand or any adverse reports.

**10.02 Discharge Procedure**

Except as provided in 11.03 and 3.01 (part-time addendum), an employee may be dismissed but only for just cause and only upon the authority of the Employer. Such employee and the Union shall be advised promptly in writing by the Employer of the reason for such discharge or suspension.

**10.03 Unjust Suspension or Discharge**

Should it be found upon investigation that an employee has been unjustly suspended or discharged, such employee shall be immediately reinstated in their former position, without loss of seniority, and shall be compensated for all time lost in an amount equal to their normal earnings during the pay period next preceding such discharge or suspension, or by any other arrangement as to compensation which is just and equitable in the opinion of the parties or in the opinion of the Board of Arbitration if the matter is referred to such a Board.

**10.04 Suspension and Pending Investigation**

An employee who is suspended pending investigation into allegations which could lead to disciplinary actions shall be paid for all hours missed from work from the commencement of the suspension until such time as the Employer has had an opportunity to meet with the employee to discuss the outcome.

**ARTICLE 11 – SENIORITY**

**11.01 Seniority Defined**

Seniority is defined as the length of service in the bargaining unit and shall be used in determining preference or priority for promotions, shift rotation, transfers, demotions, lay-offs and recall, provided that the senior employee has the skills, abilities, training and qualifications to do the work required. Seniority shall operate on a bargaining-unit wide basis.

**11.02 Seniority List**

The Employer shall maintain a seniority list 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 boards by the 15<sup>th</sup> of the month in both January and July of each year and provided to the Union electronically. Such seniority shall be calculated based on hours worked up to the last pay period ending in December for the January posting and the last pay period ending in June for the July posting. Employees shall have thirty (30) days from the date of posting to report any errors to the Employer. After such thirty (30) day period, the seniority list shall be deemed to be accurate.

The Employer shall notify any employee on Leaves of Absence of any form by mail with a copy of the seniority list.

### **11.03 Probationary Employees**

Newly hired employees shall be considered on a probationary basis for a period of three (3) months from the date of hiring. During the probationary period, employees shall be entitled to all rights and privileges of this agreement unless otherwise specified, except with respect to discharge. The Parties agree that the probationary period is the Employer's opportunity to assess the ability and suitability of a new employee. Providing the Employer has made a fair assessment of the employee's suitability for permanent employment, the termination of a probationary employee will not be the subject of a grievance. The Parties agree that the probationary period may be extended by mutual consent between the Employer and the Union. It is agreed that there shall only be one (1) extension and that it shall be for a pre-determined time, not to exceed an additional one hundred (100) hours. After completion of the probationary period, seniority shall be effective from the original date of employment.

### **11.04 Loss of Seniority**

An employee shall lose all seniority, and service and be deemed terminated if they:

- 1) Resign.
- 2) Are discharged and not reinstated through the grievance/arbitration procedure.
- 3) Retire.
- 4) Have been laid off for twenty-four (24) months.
- 5) Are absent from scheduled work for a period of three (3) or more consecutive working days without first receiving prior approval by the Employer. Such approval shall not be unreasonably denied.
- 6) Have been laid off and fails to return to work within seven (7) calendar days after having been notified by the Home through registered mail addressed to the last address on the records of the Home.
- 7) Are absent due to illness or disability for a period of twenty-four (24) calendar months from the time the disability or illness commenced.
- 8) Are granted a leave of absence of any kind and overstays their leave unless they obtain permission or provides an explanation satisfactory to the Employer.

### **11.05 Transfers and Seniority outside Bargaining Unit**

No employee shall be transferred to a position outside the bargaining unit without their consent. If an employee is promoted or transferred to a position outside of the bargaining unit they shall retain their seniority acquired at the date of leaving the unit for a period of not more than one (1) year. At the end of one (1) year, the employee must choose whether they wish to resume their position in the bargaining unit.

## **ARTICLE 12 - PROMOTIONS AND STAFF CHANGES**

### **12.01 Job Postings**

When a vacancy occurs inside the bargaining unit which is expected to exceed eight (8) weeks in duration, the Employer shall notify the Union in writing and post notice of the position on the Employer's main bulletin boards for a minimum of seven (7) calendar days in order that all members will know about the position and be able to make written application, therefore. If the job is filled internally, the Employer shall post the name of the successful applicant and the date the successful applicant will be moved into the position within seven (7) calendar days from taking down the posting. If no existing employee applies for the vacant position, then the Employer may post the position externally. If there is a lapse in time until the successful applicant (internal or external) is moved into the position, the Employer shall schedule employees who have indicated they are willing to work additional shifts by rotational seniority.

The Employer shall have the right to hire an employee, or make transfers from within the bargaining unit, to fill the vacant position on a temporary basis.

Should a new position be created, the posting shall be for a minimum of ten (10) working days. If there are qualified internal applicants, within seven (7) calendar days of taking down the posting, the name of the successful applicant shall be posted. If there is a lapse in time until the successful applicant (internal or external) is moved into the position, the Employer shall schedule employees who have indicated they are willing to work additional shifts by rotational seniority. Employees who wish to have their application considered for a specific upcoming job posting may submit to the Administrator a prior application which will be valid for up to two (2) months and will be deemed to have been submitted during the posting period.

### **12.02 Information in Postings**

Such notice shall contain the following information: nature of position, qualifications, required knowledge and education, skill, shift, wage or salary rate or range. Those qualifications may not be established in a discriminatory manner pursuant to the provisions regarding discrimination contained in the *Ontario Human Rights Code*.

### **12.03 No Outside Hiring**

It is agreed that no external candidate shall be considered for any job when there are qualified internal candidates willing and able to perform the work.

Notwithstanding, the Employer may solicit resumes and interest from outside the bargaining unit at its discretion and maintain said names for future reference when and if no internal candidates are deemed qualified for a job posted under Article 12.01.

### **12.04 Recognition of Seniority**

Both parties recognize:

- a) The principle of promotion within the service of the Employer, qualifications being sufficient.

- b) That job opportunity should increase in proportion to length and quality of service, qualifications being sufficient.

#### **12.05 Method of Making Appointments**

- a) In making staff changes, shift rotations, transfers or promotions, the applicant with the greatest seniority, and having the required skills, abilities, training and qualifications to do the work, shall be the successful applicant. Appointments from within the bargaining unit shall be made within one (1) week of posting. If no suitable applications are received, the Employer reserves the right to resort to the external workforce.
- b) An employee selected as a result of a job posting will not be considered for further job vacancies for a period of six (6) months from the date of their selection unless the job posting affords the employee the opportunity for increased income which includes an increase in scheduled hours. This shall not apply to employees working in a temporary position.
- c) For the purpose of job postings, part-time employees who make application for posted positions will accumulate seniority on the basis of one (1) year's seniority for each fifteen hundred (1500) hours worked in the bargaining unit as of the last date of hire, except as otherwise provided herein. Notwithstanding the above, employees hired prior to September 30, 1990, will be credited with seniority they held under the Agreement expiring September 30, 1990 and will thereafter have seniority calculated for the job posting procedure in accordance with this Article.

#### **12.06 Temporary Employees**

All temporary opportunities shall first be offered to existing employees as per Article 12.03 and the following provisions shall apply:

- a) If an existing regular full-time employee fills in a temporary full-time position their status shall not change when they assume the full-time temporary positions.
- b) If an existing full-time employee who has successfully completed their probationary period fills in a temporary part-time position which is expected to exceed three (3) months in duration their status shall assume that of the temporary position immediately upon becoming part-time, including but not limited to their sick leave being held in abeyance and being paid premium in lieu.
- c) If an existing regular part-time employee fills in a part-time temporary position their status shall not change when they assume the part-time temporary position.
- d) If an existing part-time employee who has successfully completed their probation fills in a temporary full-time position which is expected to exceed three (3) months in duration, their status shall assume that of the temporary position immediately upon becoming full-time.

- e) At the expiration of the leave, the employee will be returned to their former status without loss of seniority or service and any employee subsequently displaced will also return to their former status without loss of seniority or service.

**12.07 Trial Period**

The successful applicant to a new classification shall be placed on a trial for a period of three months. Conditional on satisfactory service such trial promotion shall become permanent after the period of three (3) months. In the event the successful applicant proves unsatisfactory in the position during the aforementioned trial period, or if the employee finds themselves unable to perform the duties of the new job classification, they shall be returned to their former position and salary without loss of seniority and wage or salary. Any other employee promoted or transferred because of the rearrangement of positions shall also be returned to their former position and salary without loss of seniority and wage or salary.

**12.08 Union Notification**

The Union shall be notified of all appointments, hirings, lay-offs, transfers, recalls and of terminations of employment.

**12.09 Disabled Employee's Preference**

An employee who has been incapacitated at their work by injury or compensable occupational disease, or who, through advancing years or temporary disablement is unable to perform their regular duties, will be employed in other work which they can do, provided work is available at the time such person wishes to start such work, without regard to other seniority provisions of this agreement, except that such employees may not displace another employee.

**12.10 No Elimination of Present Classification and New Classifications**

Existing classification shall not be eliminated or changed without prior discussion with the Union. When a new classification (which is covered by the terms of this Agreement) is established by the Home, the Home shall determine the rate of pay for such new classification and notify the Local Union of the same within seven (7) days. If the Local Union challenges the rate, it shall have the right to request a meeting with the Home to endeavour to negotiate a mutually satisfactory rate. Such request will be made within ten (10) days after the receipt of notice from the Home of such new occupational classification and rate. Any change mutually agreed to resulting from such meeting shall be retroactive to the date that notice of the new rate was given by the Home. If the parties are unable to agree, the dispute concerning the new rate may be submitted to arbitration as provided in the Agreement within fifteen (15) days of such meeting. The decision of the Board of Arbitration (or arbitrator as the case may be) shall be based on the relationship established by comparison with the rates for other classifications in the bargaining unit having regard to the requirements of such classification. When the Home makes a substantial change during the term of the Agreement in the job content of an existing classification, which in reality causes such classification to become a

new classification, the Home 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 matter is not resolved following the meeting with the Union, the matter may be referred to arbitration as provided in the Agreement within fifteen (15) days of such meeting. The decision of the Board of Arbitration (or arbitrator as the case may be) shall be based on the relationship established by comparison with the rates for other classifications in the bargaining unit having regard to the requirements of such classifications.

The parties further agree that any change mutually agreed to or awarded as a result of arbitration shall be retroactive only to the date that the Union raised the issue with the Home.

### **12.11 Job Descriptions**

- a) The Employer agrees to draw up job descriptions for all positions for which the Union is bargaining agent. These descriptions shall be presented to the Union at Labour/Management for discussion. Any changes to existing job descriptions shall be discussed at Labour/Management prior to implementation.
- b) The parties agree that where a new position appropriately covered by this Agreement is established, the parties will meet to discuss the duties and responsibilities of the position.

### **12.12 Employees who have opted into a temporary vacancy may apply to additional temporary vacancy postings if those postings have greater scheduled hours.**

Any employee, who has been selected to fill a temporary vacancy, is not eligible to apply for any other temporary vacancy, unless that temporary vacancy would not be available until the employee had completed their current temporary vacancy. This does not apply if the vacancy provides an opportunity for an increase in income (including an increase in hours) or would otherwise result in the Employer hiring externally for the position.

## **ARTICLE 13 - LAYOFFS AND RECALLS**

### **13.01 Definition of Lay-off**

Layoffs under the provisions of this collective agreement shall include the reduction of daily or bi-weekly hours of any full-time or part-time employee.

### **13.02 The Employer agrees to meet with representatives of the Union prior to the implementation of any lay-offs in order to give the parties an opportunity to discuss alternative solutions.**

### **13.03 Notice of Lay-off**

The Employer shall provide employees who are to be laid off on a short-term basis, ten (10) calendar days' notice before the lay-off is to be effective. If the employee laid off has not had the opportunity to work their scheduled shifts in the ten (10) calendar day period after notice of lay-off, they shall be paid in lieu of work for that

part of their scheduled shifts during which work was not made available. This clause shall not apply in emergency situations or circumstances beyond the control of the Employer. Short-term lay-offs shall not exceed eight (8) weeks.

- a) In the event of a proposed lay-off of a permanent or long-term nature of nine (9) weeks or more, the Employer will provide the Union with at least six (6) weeks' notice. This notice is not in addition to the required notice for individual employees.
- b) In the event of a lay-off of a permanent or long-term nature, the Employer will provide the affected employees with notice in accordance with the *Employment Standards Act*. However, the *Act's* standards will be deemed to be expanded to provide notice to the affected employees as follows:
  - If service is greater than 9 years - 9 weeks' notice
  - If service is greater than 10 years - 10 weeks' notice
  - If service is greater than 11 years - 11 weeks' notice
  - If service is greater than 12 years - 12 weeks' notice

#### **13.04 Lay-Off Procedure**

- a) In the event of a lay-off, the Employer shall lay off employees in the reverse order of their seniority within their classification, provided that there remain on the job, employees who have the skill, ability and qualifications required to perform the work.
- b) An employee who is subject to lay-off shall have the right to either:
  - i) accept the lay-off; or
  - ii) opt to retire, if eligible under the terms of the Pension Plan; or
  - iii) displace an employee with less seniority and who has bargaining unit seniority in a lower or identical paying classification providing they have the skills, ability and qualifications required to perform the duties.
- c) In the event that there are no employees with lesser seniority in a lower or identical paying classification as defined in this Article, a laid off employee shall have the right to displace an employee with lesser seniority who is the least senior employee in a classification where the straight time hourly rate at the level of service corresponding to that of the laid off employee is within five percent (5%) of the laid off employee's straight time hourly rate provided they are qualified for and can perform the duties without training other than orientation. Such employee so displaced shall be laid off.
- d) An employee who chooses to exercise their right to displace another employee, shall advise the Employer in writing of their intention to do so, and shall identify the position to be claimed within seven (7) days after receiving the notice of lay-off.
- e) An employee who chooses to accept the lay-off shall notify the Employer in writing of their intention, within seven (7) days after receiving the notice of lay-off. It is understood that in doing so, the employee forfeits their bumping rights.

f) **Lay-off and Recall Procedure**

Where a layoff results in the subsequent displacement of a member(s) of the bargaining unit, the original notice provided for in 13.03 (a) shall be considered notice to the Union of any subsequent lay-off.

**13.05 Recall**

- a) An employee shall have opportunity of recall from a lay-off to an available opening, in order of seniority, provided they have the ability 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.
- b) An employee recalled to work in a different classification from which they were laid off shall have the privilege of returning to the classification held prior to the lay-off should it become vacant within six (6) months of being recalled.
- c) 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.
- d) The Employer shall notify the employee of recall opportunity by registered mail, addressed to the last address on record with the Employer (which notification shall be deemed to be received on the second (2<sup>nd</sup>) day following the date of mailing). 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 their proper address being on record with the Employer.
- e) 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. Further, such employee recalled to a temporary vacancy is not entitled to any notice of lay-off at the end of the temporary assignment.

**13.06** Laid off employees shall retain seniority accrued to the date of lay-off and recall rights for twenty-four (24) months from the last date of lay-off.

**13.07 Benefit on Lay-off**

In the event of a lay-off of an employee, the Employer shall pay its share of insured benefits premiums for the month of lay-off and a further month.

The employee may, if possible, under the terms and conditions of the Insurance Benefits Programs, continue to pay the full premium cost of a benefit or benefits for up to six (6) months following the end of the month in which the layoff occurs. Such payment can be made through the payroll office of the Employer provided that the employee informs the Employer of their intent to do so at the time of the layoff and arranges with the Employer the appropriate payment schedule.

## **ARTICLE 14 - HOURS OF WORK**

### **14.01 Normal Hours of Work**

The normal daily hours of work exclusive of a thirty (30) minute meal period, shall be seven and one half (7 ½) consecutive hours per day. The normal days per week shall be five (5) days per week with a week being the period from Sunday to Saturday. In no instance will any employee be required to work more than six (6) consecutive days without receiving their days off, unless otherwise mutually agreed.

### **14.02 Days Off:**

- a) Whenever possible, days off shall be consecutive and shall be planned in such a way as to equally distribute free weekends. Except as provided below, an employee shall receive at least every other weekend off duty. Weekend shall include Saturday and Sunday. Part-time employees may submit a written request to work additional weekends subject to approval at the discretion of the Employer. This request must be approved by the Employer and the Union must be notified. This request may be changed at any time by the employee and must be submitted in writing by the employee to the Employer and the Employer must notify the Union of such change. Part-time employees may be required to work two (2) weekends in three (3).
- b) An employee may request time away from work at least one (1) week prior to the schedule being posted and the request shall not be unreasonably denied. However, once the schedule is posted, an employee's request for time off shall only be approved by management under exceptional circumstances and if an employee is able to arrange to fill the shift(s) themselves. It is understood that an employee must follow the call-in procedure for filling the shift themselves. In addition, the employee must inform the Employer, in writing, within twenty-four (24) hours of the shift, the name of the employee who has agreed to take the shift. All such shift changes must be approved by management in advance of the shift.

### **14.03 Working Schedule**

The hours and days of work of each employee shall be posted in an appropriate place two (2) weeks prior to the first (1<sup>st</sup>) day of the schedule and shall cover a period of four (4) weeks. Any shifts which become available prior to the schedule being posted, shall be filled on a rotational basis by employees who have indicated a willingness to work additional shifts. Any shifts which become available, after the schedule is posted, shall be considered call-in shifts and shall be filled through the call-in procedure. Notwithstanding the above, the Employer agrees to post a draft schedule for July, August, and September by June 20<sup>th</sup> of each year.

### **14.04 Break Period**

- a) Employees shall be permitted a fifteen (15) minute rest period during the first half and the second half of a shift greater than six (6) hours.  
  
Employees shall be permitted one fifteen (15) minute rest period during a shift of six (6) hours or less.

- b) Employees shall receive an unpaid half (1/2) hour meal period for a shift greater than five (5) hours.

**14.05** It is agreed that RPN's working 11:00 p.m. to 7:00 a.m. who are unable to leave the Employer premises for their lunch period will be paid for an eight (8) hour shift.

**14.06 Call-ins**

- a) The Employer shall maintain a list of employees within the classification who wish to be available for call-ins. The Employer shall also maintain a list of employees outside of the classification who are willing and able to perform the work in a different classification.

- b) **Availability Sheets**

Availability Sheets will be available to all employees. Employees shall submit their availability sheets and their availability will remain on file until such time as changes are made by the employee.

- c) **Call-in Procedure**

- i) A call-in is any shift that comes available after the schedule is posted. A call-in shift is offered one at a time – there are no block shifts offered as call-ins. All call-in shifts are offered by rotational seniority according to the principles and procedures outline below.
- ii) The person doing the call-in must record all information on the call in sheets. Call-ins will be documented on the date of the shift to be covered and the day the absence was reported.
- iii) All shifts will be offered through rotational seniority with the seniority list combined for part-time and full-time employees and the following principles will be followed:
  - 1. Employees within classification without incurring overtime costs who have indicated their availability for the shift will be called first;
  - 2. Employees outside of classification who are willing and able to perform the work without incurring overtime costs will next be called.
  - 3. Shifts Incurring Overtime. A separate overtime call in list shall be maintained. If overtime will be incurred, the Employer shall offer the overtime shift to the employee by rotational seniority who would incur the least amount of overtime on the overtime call in list.
- iv) An employee shall be required to provide the Employer with one (1) current telephone number to be used for the purposes of call-ins. Busy signals and answering machines are considered refusals unless the employee phones back before the shift is filled. A refusal or the employee's unavailability shall be counted as worked for the purpose of call-in rotation. If the employee verbally refuses any one (1) shift after five (5) consecutive offers for that shift, their name shall be removed from the call-in list for that shift. In the case where the employee wishes to be placed back on the Availability Sheet for the removed shift, the employee is required to complete a new Availability Sheet.

**d) Breaches to Call-In Procedure**

Where a situation arises wherein an employee (part-time and full-time) has missed an entitled call-in shift (at straight time or overtime rates of pay) as per 14.06 above as a result of an error by the Employer, the Employer agrees that the said employee shall be offered the equivalent hours to that which was missed at the appropriate rate of pay. The date and time of the shift shall be by mutual consent between the Employer and the employee affected. For clarity, the remedy shall not be that an employee is offered a shift for which they would have been entitled or for which any other employee would have been entitled that day.

Employees are required to sign in and out for the actual hours worked on each shift.

**14.07 Shift Preference**

Employees shall work permanent and fixed shifts and seniority shall determine shift preference, subject only to ability to perform the job required and the availability of the preferred shift. The Employer reserves the right to reschedule an employee to an alternate shift to a maximum of four (4) weeks per year as a training measure or in the case of an unexpected emergency. Article 14.07 shall not apply to probationary employees.

**14.08 Notice of Change of Shift**

Twenty-four (24) hours' notice shall be given before change of shift. Failure to provide at least sixteen (16) hours rest between shifts, which are being changed shall result in payment of overtime at established rates for any hours worked during such normal rest period. Except in emergencies or except where the shift change is initiated by the employee, or except where the shift change is agreed upon by the employee.

**14.09 Exchange of Shifts**

The employee shall be allowed to trade shifts subject to the Employer's approval and any such shift trade shall not result in overtime payment.

**14.10 Reporting Pay**

Employees who report for any scheduled or call in 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.

**14.11** Prior to retaining an agency to fill any shift(s), the Employer will ensure that the shift(s) is/are offered to members of the bargaining unit in accordance with the collective agreement, at non-overtime rates of pay, and then at overtime rates of pay as per the collective agreement overtime provisions.

## **ARTICLE 15 – OVERTIME**

### **15.01 Overtime Defined**

All hours worked in excess of seven and one half (7.5) hours in a twenty-four (24) hour period and seventy-five (75) hours in a two (2) week period shall be paid at time and one half the employee's regular rate of pay.

### **15.02 Overtime Rates**

Overtime rates for both full-time and part-time employees will apply for work as follows:

- 1) Time and one-half (1½) for all hours worked on the sixth (6<sup>th</sup>) consecutive day and double time on the seventh (7<sup>th</sup>) consecutive day and every consecutive day thereafter.
- 2) Double time for all hours worked on a holiday as defined in Article 16.01, when the employee was not scheduled to work and a day off or lieu time as per Article 16.02.

### **15.03 No Layoff to Compensate for Overtime**

- a) Employees shall not be required to lay-off during regular hours to equalize any overtime worked.
- b) Overtime will not be paid for additional hours worked during a twenty-four (24) hour period on a regularly scheduled day, or on an unscheduled day, as a result of an approved change of shifts at the request of the employee.

### **15.04 Sharing of Overtime**

Overtime and call back shall be distributed as equitably as possible among the employees who are willing and qualified to perform the work that is available.

### **15.05 Minimum Call-back Time**

An employee who has left work and is called back to work after they have completed their regular shift shall be paid for a minimum of three (3) hours at overtime rates in accordance with Article 15.02.

### **15.06 Time Off in Lieu of Overtime**

Instead of cash payment for overtime, an employee may choose to receive time off at the appropriate overtime rate at a time mutually agreed by the employee and the Employer.

### **15.07 No Pyramiding of Overtime**

There shall be no pyramiding of overtime payment. Overtime premiums for a part-time employee shall be based on their regular straight time hourly rate established in Schedule "A". Premium payment shall not be made on part-time percentage in lieu of benefits.

## **ARTICLE 16 – HOLIDAYS**

### **16.01 List of Holidays**

The Employer will recognize the following as paid holidays:

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

And any other day proclaimed as a holiday by the Dominion, Provincial or the Municipal Government.

In order to be entitled to receive payment for the said holidays, the employee must work their scheduled working days immediately preceding and succeeding the said holiday unless on a leave of absence authorized by the Employer or unless absent due to illness verified to the satisfaction of the Employer.

When an employee is absent from the Home, for reasons of approved leave, and such leave exceeds thirty (30) calendar days the employee will no longer receive pay for the above-mentioned paid holidays. Furthermore, when an employee is absent and in receipt of sick pay, they shall receive sick pay for all paid holidays which are beyond a period of thirty (30) days from the commencement of the sick leave.

### **16.02 Holidays for Days Off**

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

### **16.03 Christmas or New Year's Off**

The holiday schedule shall provide that every employee shall have at least Christmas Day or New Year's Day off. An employee shall have the option to have either Christmas Eve off with Christmas Day or New Year's Eve off with New Year's Day. An employee's assignment to Christmas or New Year's shall alternate each year.

### **16.04 Working on Paid Holidays**

Employees who are required to work on a paid holiday will be compensated by receiving pay for each hour worked on the holiday at the rate of time and one-half (1½).

- a) An employee who qualifies for holiday pay will be paid an additional days' pay. If the employee chooses to take an alternative day off with pay, they shall advise their department manager in writing prior to the processing of the payroll for the pay period in which the stat holiday falls.
- b) For full-time employees only, lieu days shall be taken at a time mutually agreeable between the employee and the department manager within sixty (60) days after the holiday. Part-time employees shall receive their lieu day as cash on the following pay date.

**ARTICLE 17 – VACATIONS**

**17.01 Length of Vacation**

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

<b>Years of Service</b>	<b>Entitlement</b>
Greater than six (6 months) but less than one (1) year	One (1) week
Greater than one (1) year but less than three (3) years	Two (2) weeks
Greater than three (3) years but less than seven (7) years	Three (3) weeks
Greater than seven (7) years but less than fifteen (15) years	Four (4) weeks
Greater than fifteen (15) years but less than twenty-three (23) years	Five (5) weeks
Greater than twenty-three (23) years but less than twenty-eight (28) years	Six (6) weeks
Greater than twenty-eight (28) years	Seven (7) weeks

**Anniversary Date for Vacation Entitlement:**

For the purposes of this Article for the calculation of vacation entitlement and pay, the employee's date of hire will be considered the first (1<sup>st</sup>) day of the calendar month closest to the employee's date of hire. For an employee who was hired between the first (1<sup>st</sup>) and the fifteenth (15<sup>th</sup>) day of the month, the date of hire shall be considered as the first (1<sup>st</sup>) for vacation purposes.

**17.02 Holidays During Vacation**

If a paid holiday falls or is observed during an employee's vacation period, they shall be granted an additional days' vacation with pay in lieu of the holiday or payment for the holiday for each such holiday, in addition to their regular vacation time, provided:

- 1) The employee is entitled to the holiday in accordance with the provisions of the Collective Agreement.
- 2) In providing the additional day of vacation, the staffing needs of the Employer shall be considered.

**17.03 Vacation Pay**

Vacation pay for each week of vacation shall be at the rate of two per cent (2%) of gross annual earnings. Vacation pay will be paid by separate cheque. Vacation pay will be paid in the pay period in which it is taken and shall be in proportion to the length of the leave.

**17.04 Vacation Pay on Termination**

An employee terminating their employment at any time in their vacation year before they have had their vacation shall be entitled to be paid the amount of vacation pay accrued at the date of termination.

**17.05 Preference in Vacations**

Vacations shall be granted on the basis of seniority and according to the personnel requirements of the Home.

**17.06 Vacation Schedules**

- a)
  - i) Requests for vacation time off shall be submitted by April 1<sup>st</sup> for vacations being taken from June 1<sup>st</sup> to October 31<sup>st</sup>. Employees will be notified of the status of their vacation request for this period by May 1<sup>st</sup>
  - ii) Requests for vacation time off shall be submitted by September 1<sup>st</sup> for vacations being taken from November 1<sup>st</sup> to May 31<sup>st</sup> of the following year. Employees will be notified of the status of their vacation request for this period by September 30<sup>th</sup>.
- b) Approved vacation requests shall not be changed unless mutually agreed upon by the employee and the Employer.
- c)
  - i) Vacation leave in accordance with the employee's entitlement shall be mandatory for all employees.
  - ii) Employees who fail to submit their vacation requests in accordance with (a) (i) and (a) (ii) shall be assigned vacation leave at the discretion of the Employer.
  - iii) Notwithstanding the provisions of ii), a request of an employee who fails to submit their vacation request by April 1<sup>st</sup> or September 1<sup>st</sup> will not be unreasonably denied and will be considered on a first come first served basis.
- d) A vacation week is defined to mean an employee will be scheduled off work for seven (7) consecutive days, beginning with Monday of any given week. It is agreed that for an employee who regularly works nights and who is approved their vacation, the beginning of their vacation shall be the Sunday/Monday shift.
- e) Employees who are entitled to four (4) weeks' vacation or more, will have the option of taking two (2) weeks of their vacation in the form of individual days off. The scheduling of such days off shall be with the mutual agreement of the Employer and will not unduly affect the operation of the Home. Pay for each

individual day of vacation will be prorated so that the total for the individual days will be the same as the amount the employee would have received for one (1) week of vacation taken in continuous days. Vacation pay for individual days of vacation will not be issued separately.

**17.07 Unbroken Vacation Period**

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

It is agreed that vacations will not normally be scheduled during the Christmas period, however, employees may request vacations over this period for extenuating circumstances. The Employer will assess the application on the basis of:

- a) The reason given
- b) Article 17.05
- c) Any other scheduling requirement of the Christmas season.

**17.08** Vacation time cannot be accumulated without the mutual agreement of the Employer and the employee.

**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 from sick bank accumulation by virtue of being sick and disabled, exposed to contagious disease or because of an accident for which compensation is not payable under the Workplace Safety Insurance Board.

**18.02 Amount of Sick Leave**

Sick leave shall be earned by employees on the basis of one and one-half (1½) days for every month of service. While an employee will accrue sick leave benefits during their probationary period, usage of these credits shall be restricted to the period following completion of probation. An employee shall be entitled to an accrual of all the unused portions of sick leave to a maximum of one hundred and forty (140) days.

**18.03 Deductions from Sick Leave**

A deduction shall be made from accumulated sick leave of all normal working days (exclusive of holidays as provided for in Article 16.01 above) absent for sick leave as defined in Article 18.01. Absence on account of illness for less than half a day shall not be deducted. Absence for half a day or more, and less than a full day, shall be deducted as one-half day.

**18.04 Proof of Illness**

An employee shall be required to produce a certificate from a qualified medical practitioner for any illness in excess of three (3) working days prior to payment being made to the employee from their accumulated sick bank. The Home may request a doctor's certificate for other periods of illness prior to payment from their accumulated sick bank, after having notified the employee in advance.

The Employer agrees to reimburse the employee for the cost of a doctor's certificate when required or requested by the Employer.

**18.05 Sick Leave without Pay**

Sick leave without pay for a period not to exceed six calendar months shall be granted to an employee who does not qualify for sick leave with pay or who is unable to return to work at the termination of the period for which sick leave with pay is granted. Such leave may be extended on the written recommendation of a medical practitioner.

**18.06 Sick Leave Records**

A record of all unused sick leave will be kept by the Home. Any employee is to be advised up to two (2) times per year upon their request, of the amount of sick leave accrued to their credit up to December 31st of the previous year.

**18.07 Injury Pay**

If an employee is injured on the job and their supervisor excuses them from further duty for the balance of that employee's shift, the employee's regular rate of pay shall continue for the balance of that shift, and there shall be no deduction from sick leave or other credits.

**18.08 Medical Care Leave**

Employees may be allowed to use accumulated sick leave credit in order to engage in personal preventative medical health and dental care. Permission will not be unreasonably withheld provided adequate notice is given in advance. On request, employees will be required to provide proof of attendance for the preventative medical or dental care concerned.

**18.09 Return to Full-Time Service**

An employee who returns to full-time service from part-time service shall have reinstated any sick leave credits accumulated during previous full-time service, provided that the employee's employment with the Home has remained unbroken since the time of full-time service.

**18.10** Employees must notify the Employer if they are to be absent due to personal illness at least two (2) hours in advance of the start of their shift if they are scheduled on the day shift on Monday to Friday, or four (4) hours in advance of the start of their shift if they are scheduled for an evening or night shift or on the day shift on Saturday or Sunday, unless such notification is impossible.

Where such advance notification is impossible, the employee must provide the Employer with as much advance notification as is possible.

## **ARTICLE 19 - LEAVE OF ABSENCE**

### **19.01 For Union Business**

Representatives of the Union shall not suffer any loss of pay when required to leave their employment temporarily in order to carry on discussions or negotiations with the Employer, or with respect to a grievance or an interest arbitration hearing, provided that employees shall be required to obtain the permission of the Employer before leaving their employment. It is agreed that under an approved leave of absence for Union business, the Employer will pay the employee in the normal course and then bill the Local. The Employer shall bill the Union for all regular wages, vacation pay, statutory deductions, premium payment on health and welfare benefits, statutory holidays, sick leave, and pension contributions for full-time employees. For part-time employees the Employer shall bill the Union for all regular wages, payment in lieu of benefits, vacation pay, statutory deductions, and pension contributions.

### **19.02 Union Conventions**

Leave of absence without pay and without loss of seniority shall be granted, upon request to the Employer, to employees elected or appointed to represent the Union at conventions or seminars, provided that in no circumstances in any one (1) year shall the total of such leave for the Unit Chair be in excess of twenty-five (25) days per year and the total of such leaves for all other employees combined will not exceed twenty-five (25) days per year. It is agreed that under an approved leave of absence for Union business, the Employer will pay the employee in the normal course and then bill the Local. The Employer shall bill the Union for all regular wages, vacation pay, statutory deductions, premium payment on health and welfare benefits, statutory holidays, sick leave, and pension contributions for full-time employees. For part-time employees the Employer shall bill the Union for all regular wages, payment in lieu of benefits, vacation pay, statutory deductions, and pension contributions.

### **19.03 Bereavement Leave**

An employee shall be granted a maximum of five (5) regularly scheduled consecutive work days leave without loss of salary or wages in the case of death of a spouse, common-law spouse, child and step-child; four (4) regularly scheduled consecutive work days leave without loss of salary or wages in the case of death of a parent, step-parent, brother, sister, mother-in-law, father-in-law, grandparent, grandchild, former guardian, or any second degree relative who has been residing in the same household; one (1) regularly scheduled work day leave without loss of salary or wages in the case of death of a brother-in-law, sister-in-law, son-in-law, daughter-in-law, **aunt, uncle, niece or nephew**. Where the burial occurs outside the province, such leave shall include, as well, reasonable traveling time. The latter not to exceed seven (7) days. The employee shall receive payment computed on the basis of the number of hours they would have otherwise worked.

#### **19.04 Compulsory Quarantining**

- a) Wages or salary for time lost due to compulsory quarantining shall be paid to employees when certified by a medical officer, and provided that such compulsory quarantine directly results from the employee's work at the Employer's premises and shall not be chargeable to sick leave.
- b) **If an Employee is required to self-isolate as a result of Employer policy or at the direction of the Employer, and if the Employee is not entitled to WSIB benefits for the period of such self-isolation, the Employee will be entitled to use sick-leave, vacation, or lieu entitlements for any hour of work lost during such period.**

#### **19.05 Family Leave**

Leave with pay shall be granted to a maximum of three (3) full working days in any calendar year for serious illness in the family or other serious family emergencies as approved by the Employer. Such time off taken shall be deducted from the employee's sick leave, and in the event not enough credit is accrued to the benefit of such employee, such time off shall be without pay. Additional Family Medical Leave and/or Emergency Leave shall be as per the *Employment Standards Act*. The Employer may require verification by a medical representative approved or designated by the Employer.

#### **19.06 Jury or Court Witness Duty**

If an employee is required to serve as a juror in any court of law or, is required to attend as a witness in a court proceeding in which the Crown is a party or is required by subpoena to attend a court of law or coroner's inquest in connection with a case arising from the employee's duties at the Nursing Home. The employee shall not lose regular pay because of such attendance, provided that the employee:

- a) Notifies the Nursing Home immediately on the employee's notification that they will be required to attend court.
- b) Presents proof of service requiring the employee's attendance; and
- c) Deposits with the Nursing Home the full amount of compensation received, excluding mileage, traveling and meal allowance, and an official receipt thereof.

#### **19.07 Education Leave**

Leave of absence with pay and without loss of seniority shall be granted to allow employees time to write examinations for any course(s) of instruction required by the Employer for an employee to better qualify themselves to perform their job.

#### **19.08 General Leave**

The Employer may grant leave of absence without pay and without loss of seniority to any employee requesting such leave for good and sufficient cause, such request to be in writing and approved by the Employer.

## **19.09 a) Pregnancy and Parental Leaves**

Pregnancy and Parental Leave shall be provided as required in the *Employment Standards Act*.

An employee who is entitled to take a Pregnancy or Parental Leave cannot be terminated or laid off, disciplined or suspended because they are so entitled, or have, in fact, applied for or taken such leave.

Seniority for all purposes continues to accrue during pregnancy and parental leaves and, following the leave, the employee must be reinstated to the same position if it still exists, or to a comparable position if it does not. On reinstatement, the employee must be paid at the rate paid when the leave commenced or, if it is higher, at the rate the employee would be earning if they had worked through the leave.

An employee on Pregnancy Leave as provided under this agreement who is in receipt of Unemployment Insurance pregnancy benefits pursuant to Section 23 of the *Employment Insurance Act, 1971*, shall be paid a supplemental unemployment benefit upon approval of such by the Employment Insurance Commission. That benefit will be equivalent to the difference between seventy-five percent (75%) of their regular weekly earnings and the sum of their weekly employment Insurance benefits and any other earnings. Such payment shall commence following completion of the one (1) week Unemployment Insurance waiting period. Receipt by the Employer of the employee's employment insurance cheque stub as proof that they are in receipt of employment insurance pregnancy benefits and shall continue while the employee is in receipt of such benefits for a maximum period of fifteen (15) weeks.

### **b) Pregnancy Leave**

- i) An employee is entitled to at least seventeen (17) weeks of unpaid leave of absence for pregnancy if they have been employed with the Employer for at least thirteen (13) weeks preceding the estimated day of delivery. The leave may be commenced up to seventeen (17) weeks before the expected date of delivery.
- ii) An employee who is entitled to the leave is required to give their Employer two (2) weeks' notice in writing of the date the leave is to begin, together with a medical certificate estimating the date of delivery. If the employee does not specify the date of the end of the Pregnancy Leave, it will be assumed that they wish to take the maximum leave.
- iii) An employee who has given notice to begin a Pregnancy Leave may change the notice to an earlier date by giving at least two (2) weeks written notice before the earlier date. They may change to a later date by giving two (2) weeks' notice before the leave was to begin.
- iv) If pregnancy-related complications force the employee to stop work before they have arranged their pregnancy leave, they have two (2) weeks from that date to give the Employer written notice with a medical certificate confirming the circumstances and the expected or actual date of birth.

- v) A Pregnancy Leave will normally end seventeen (17) weeks after it begins, but if the mother suffers a still-birth or miscarriage or if the child dies while the mother is still on their pregnancy leave, the Pregnancy Leave will end six (6) weeks after the date of the still-birth, miscarriage or birth or seventeen (17) weeks after the Pregnancy Leave commenced, whichever is later.
- vi) If the employee has been on their Pregnancy Leave for seventeen (17) weeks but the child has not yet been born, the Pregnancy Leave will end when the baby is born the employee will be entitled to take a Parental Leave immediately after the birth.
- vii) If an employee on Pregnancy Leave wishes to change the date of their return to work to an earlier date, they must give their Employer four (4) weeks written notice of the date on which they intend to return.

If an employee wishes to change the date of return to a later date (but subject to the rules concerning the maximum length of leave), they must give the Employer four (4) weeks written notice before the date the leave was to end.

**c) 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 the 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 their own.
- iii) Parental leave must begin no later than seventy-eight (78) weeks of the birth of the child or of the day the child first came into custody, care and control of the parent. For employees on Pregnancy Leave, Parental Leave must begin immediately after Pregnancy Leave expires.
- iv) An employee taking Parental Leave must provide the Employer with two (2) weeks written notice before the date the leave is to begin.
- v) For an employee who has taken Pregnancy Leave, Parental Leave ends sixty-one (61) weeks after it began or on an earlier day of which the employee gives to the Employer at least four (4) weeks written notice of that day. For an employee who has not taken Pregnancy Leave, Parental Leave ends sixty-three (63) weeks after it began or on an earlier day if the employee gives the Employer at least four (4) weeks written notice of that day.
- vi) Where an employee elects to receive parental leave benefits pursuant to Section 12(3)(b)(ii) of the *Employment Insurance Act*, the amount of any Supplemental Unemployment Benefit payable by the Employer will be no greater than what would have been payable had the employee elected to

receive the parental leave benefit pursuant to Section 12(3)(b)(i) of the *Employment Insurance Act*.

- d) i) During the period of Pregnancy Leave to a maximum of seventeen (17) weeks and Parental Leave, to a maximum of sixty-one (61) weeks for an employee who has taken Pregnancy Leave and sixty-three (63) weeks for an employee who has not taken Pregnancy Leave, the Employer shall continue to pay the Employer's portion of benefits as prescribed by the *Employment Standards Act* if the employee elects in writing to continue their share of the premiums. If deductions for the employee's share of the premiums are required, the employee shall make such payments to the Employer on or before the 1<sup>st</sup> day of each month for the duration of the leave. Should such payment not be received, it is understood that benefit coverage will be terminated.
- ii) Credits for service for the purpose of salary increments, vacation or any other benefit included and prescribed under the *Employment Standards Act*, shall continue and seniority shall accumulate during Pregnancy Leave to a maximum of seventeen (17) weeks and during Parental Leave to a maximum of sixty-one (61) weeks for an employee who has taken Pregnancy Leave and sixty-three (63) weeks for an employee who has not taken Pregnancy Leave.

#### **19.10 Full-time Position with the Union or Full-time Public Office**

The Employer will grant leave of absence for a maximum of one (1) year to any employee who requests such a leave by reason of their election or appointment as an officer of the Union without pay and without loss of seniority or occupational classification. Any requests for an extension shall be made in writing. It is agreed that under an approved leave of absence for Union business, the Employer will pay the employee in the normal course and then bill the Local. The Employer shall bill the Union for all regular wages, vacation pay, statutory deductions, premium payment on health and welfare benefits, statutory holidays, sick leave, and pension contributions for full-time employees. For part-time employees, the Employer shall bill the Union for all regular wages, payment in lieu of benefits, vacation pay, statutory deductions, and pension contributions.

#### **19.11 Effect of Absence**

##### **a) Unpaid Leaves of Absence**

Except as otherwise provided herein, it is understood that for approved, unpaid leaves of absence, seniority and service shall continue to accumulate for the month in which the absence commences and the following two (2) months.

The Employer shall continue to pay the Employer's share of employee benefits for the month in which the absence commences and the following two (2) months, provided the employee agrees to maintain any applicable employee contribution.

**Beyond the above-noted period of absence, the employee:**

- i) shall not lose or accrue service or seniority until their return to active employment.
- ii) shall become responsible for full payment of employee benefits in which they are participating for the remainder of the leave of absence.

**b) Pregnancy and Parental Leave**

During the period of pregnancy and parental leave, to a maximum of sixty-three (63) weeks the employee's seniority shall continue to accumulate and the Employer shall continue to pay the Employer's share of employee benefits provided the employee elects to maintain any applicable employee contribution.

Seniority lists posted under 11.02 shall continue to reflect an employee's accrued seniority while they are on such leave. It is understood, for part-time employees, the seniority shall be equal to their hours averaged over the previous twenty-six (26) week period prior to their absence.

**c) Paid Sick Leave**

Seniority and service shall continue to accumulate, and the Employer shall continue to pay the Employer's share of any employee benefits provided the employee elects to maintain any applicable employee contribution during the period an employee is in receipt of payment from their sick bank accumulation. Subsequent to this period, the leave shall be considered unpaid, and all the provisions of Article 19.11(a) shall apply except 19.11 (a (i)). Seniority shall continue to accrue while an employee is on leave as a result of sickness or disability, subject to the provisions of Article 11.04. Seniority lists posted under 11.02 shall continue to reflect an employee's accrued seniority while they are on such leave.

**i) Part-time employees on a non-compensable leave**

It is understood that part-time employees do not have sick time paid for by the Employer and that for part-time employees who are on a non-compensable leave as a result of sickness or disability, the seniority shall be equal to their hours averaged over the previous twenty-six (26) week period prior to their absence.

- d) When it becomes the employee's responsibility to maintain full payment of benefits in which they are participating, payment of applicable premiums must be submitted to the Employer by the first day of each month for the duration of the absence. Failure to submit payment as required shall result in the discontinuation of all benefits.
- e) The Employer shall notify the employee fourteen (14) days in advance of the termination of benefits by registered mail.

## **ARTICLE 20 - PAYMENT OF WAGES AND ALLOWANCES**

### **20.01 a) Shift Premium**

Effective in the first pay period after ratification/award, the Home shall pay a premium of thirty-five (\$0.35) cents per hour for all full-time employees who work on shifts during scheduled hours between 3:00 p.m. and 7:00 a.m. in non-overtime situations.

### **b) Weekend Premium**

The Home shall pay a premium **forty-five (.45) cents** per hour in the first pay period after ratification/award for all employees for all hours worked between Friday at 23:00 hours and Sunday at 23:00 hours.

### **20.02 a) Pay Days**

The Employer shall pay salaries and wages every two (2) weeks in accordance with Schedule "A" attached hereto and forming part of this agreement. On each pay day each employee shall be provided with an itemized statement of their wage, hours, and deductions.

### **b) Payroll Errors**

In the event an error is made in an employee's pay and if the money owed to the employee equals or exceeds thirty (\$30.00) dollars, the Employer shall rectify the error, by **arranging** a separate **direct deposit payment** within three (3) business days but in no case more than five (5) business days of the error being verbally brought to the attention of the Office Manager or Executive Director. If the amount in error is less than thirty dollars (\$30.00) the Employer shall rectify the error by providing the employee with the money owed on the employee's next pay cheque.

### **20.03 RPN Responsibility Pay**

Effective the first full pay period following the date of **ratification/the award**:

Where an RN is absent from their normal shift, and the Employer temporarily assigns an RPN to carry out some additional responsibilities of the absent RN for a period in excess of a half (½) shift, the employee shall receive an allowance of **eight dollars and fifty cents (\$8.50)** for each shift.

### **20.04 Equal Pay for Equal Work**

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

### **20.05 Pay during Temporary Transfers**

When an employee temporarily substitutes in or performs the principal duties of a higher paying position than their own regular position, they shall receive the higher rate of pay for all hours worked. When an employee is temporarily assigned to a lower paying position than their own, their rate shall not be reduced.

**20.06 Attending Staff Meetings or In-services**

When the Employer requires employees to attend staff meetings or in-services outside their hours of work they shall be paid for such time at their hourly rate. Overtime premiums shall not apply.

**20.07 Educational Allowances**

The Employer shall pay the full cost of any course of instruction required by the Employer for an employee to better qualify themselves to perform their job. Payment shall be made on successful completion of the course. This clause shall not apply to any course required by law.

**20.08 Health Care Aide/Personal Support Worker Course**

The Employer agrees to pay one hundred percent (100%) of the cost of the Health Care Aide/Personal Support Worker Course, when required by the Nursing Home to obtain a Health Care Aide /Personal Support Worker Certificate. Subject to scheduling requirements, where an employee wishes to take the course and the application is approved by the Employer, the Employer shall reimburse the employee fifty percent (50%) of the cost of the course upon successful completion.

**20.09 Uniform Allowance**

The Employer shall provide an annual clothing allowance of (\$100.00) per year for each employee who has completed their probationary period.

Payment for uniforms shall be issued on the last pay period in the month of October.

**20.10 RPN Recent and Related Experience**

The Employer will recognize recent related experience on the basis of one (1) annual increment for each one (1) year of service up to the maximum of year two (2) on the wage grid. Part-time service shall be recognized on the basis of 1500 hours paid in previous employment equals one (1) year of service. It shall be the responsibility of a newly hired employee to provide proof of recent experience and related experience during their first month of employment in order to be considered for a salary increment, and if the RPN fails to do so they shall not be entitled to recognition.

If approved such movement on the grid shall only be effective the full payroll immediately following the date of submission of proof of experience.

Once the RPN is placed at the experience level, they will progress on the grid in accordance with the collective agreement. (pt = 1 year for 1500 hours/ft anniversary).

**20.11 Surge Training**

The Employer agrees that mandatory computerized training (surge training) will be scheduled during an employee's normal working hours.

## **20.12 Use of Own Vehicle**

An employee who uses their own vehicle in performing their duties as authorized by the Employer shall receive travel time if not travelling during their regularly scheduled hours and a mileage allowance equivalent to the corporate rate.

## **ARTICLE 21 - EMPLOYEE BENEFITS**

**21.01** The Employer agrees to pay the following:

- a) One hundred percent (100%) of the billed premium for the equivalent of Ontario Blue Cross Extended Health Care Plan for employees electing coverage who have completed their probationary period.
- b) One hundred percent (100%) of vision care: **\$350/24** months per family member. It is understood that this is in addition to the existing additional fifty dollars (\$50.00) eye exam coverage.
- c) Paramedical – Physio, massage, chiropractic – **\$400 each per year.**
- d) One hundred percent (100%) of the billed premium for Life Insurance equal to one (1) x salary.
- e) One hundred percent (100%) Dental Plan. Blue Cross No.7 or equivalent; a one (1) year lag from current ODA fee schedule.

The Employer shall provide the Union with a copy of all employee benefits and health and welfare master plan texts and amendments, and trust documents.

In the event of a change in any insurance carriers or any major benefit affecting the Employees in this bargaining unit, the Employer shall notify, and meet with the Union in advance of any change to fully discuss same. The Employer further agrees that any such change will not result in the reduction of any coverage currently in existence.

Reimbursement for prescribed drugs covered by the Plan will be based on the cost of the lowest interchangeable drug, unless there is a documented adverse reaction to the drug or where the employee's doctor stipulates in writing that there are other medical reasons why the lowest cost interchangeable drug cannot be prescribed.

**Changes effective the start of the calendar month following ratification/arbitration award.**

## **ARTICLE 22 – PENSION**

- 22.01**
- a) In this Article, the terms used shall have the following meanings:
    - i) "Plan" means the Nursing Homes and Related Industries Pension Plan, being a Multi-Employer Plan.
    - ii) "Applicable wages" means the basic straight time wages for all hours worked, including:

The straight time component of hours worked on a holiday; vacation pay for the hours not worked; and vacation pay. All other payments, premiums allowances etc., are excluded.

- iii) "Eligible Employee" means full-time and part-time employees in bargaining unit who have completed nine hundred and seventy-five (975) hours of service.
- b) Each eligible employee covered by this Collective Agreement shall contribute from each pay period, an amount equal to four percent (4%) of applicable wages to the Plan. The Employer shall match such contributions, the amount being four (4%) percent of applicable wages.
- c) The employee and the Employer contributions shall be made to the Plan within thirty (30) days after the end of the calendar month in which the pay period ends for which the contributions are attributable.
- d) 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 obliged 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 in force, the parties will meet directly to finalize methods to relieve the Employer of this increased obligation to the extent that any such obligation exceeds that which the Employer would have if the plan were a defined contribution plan.

- e) The Employer agrees to provide the Administrator of the plan, on a timely basis, all information required pursuant to the *Pension Benefits Act*, R.S.O. 1990, CH p8, as amended, which the Administrator may reasonably require in order to properly record and process pension contributions and pension benefits.

The information required to be provided by the Employer may be provided in the form normally maintained by the Employer, whether on computer disk annual records or otherwise. In the event that such information is not readily available, without review of other information not relevant to the Plan, the Plan shall make arrangements with the Employer for access to the required information. This may include the Employer providing such information at reasonable cost to the Plan. If the Administrator and Employer are unable to agree on the form of such access, a mutually agreeable third party, such as a firm of accountants and auditors, shall be retained at the expense of the Plan

to obtain such information from the Employer's files. Such information shall be provided only on enrolment of an employee or with the monthly remittances.

Any additional information requests beyond that noted above may be provided, if possible, by the Employer, it being understood that any additional costs of such request are to be borne by the Plan.

i) To be provided once only at Plan commencement:

Date of Hire  
Date of Birth  
Date of first remittance  
Seniority list (for the purposes of calculating past service credit)

ii) To be provided with each remittance:

Name  
Social Insurance Number  
Monthly remittances  
Pensionable earnings

iii) To be provided once and if status changes:

Address as provided to the home  
Termination date when applicable

iv) To be provided once if the information is readily available:

Gender  
Marital status

## **ARTICLE 23 -TECHNOLOGICAL CHANGE**

### **23.01 Definition**

For the purpose of this Agreement, the term "technological change" shall be understood to mean changes introduced by the Employer in the manner in which it carries out its operations or services where such change or changes affects the terms and conditions or security of employment of members of the bargaining unit or the basis on which this agreement was negotiated.

Such changes as anticipated above shall include the following:

- a) The introduction of equipment, material or processes different in the nature, type or quantity from that previously utilized.
- b) Any change in work methods, organization, operations, or processes which affects one (1) or more employees.

### **23.02 Advance Notice of Technological Change**

When the Employer is considering the introduction of technological change:

- a) The Employer agrees to notify the Union as far as possible in advance of their intention and to update this information provided as new developments arise and modifications are made.

b) **Pertinent Information Included.**

The notice mentioned in the preceding clause shall be given in writing and shall contain pertinent data including:

- i) The nature of the change.
- ii) The date on which the Employer proposes to effect the change.
- iii) The approximate number, type and location of employees likely to be affected by the change.
- iv) The effect the change may be expected to have on the employee's working conditions and terms of employment; and
- v) All other pertinent data relating to the anticipated effects on employees.

**23.03 Consultations**

The Home agrees to discuss with the Union the effect of technological changes in the employment status of employees, and to consider practical ways and means to minimize any adverse effect, if any, upon the employees.

**ARTICLE 24 - GENERAL CONDITIONS**

**24.01 Proper Conditions**

- a) Neat, clean, attractive and appropriately furnished accommodations as pursuant to the *Ontario Industrial Safety Act, 1971*, 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.

**24.02 Bulletin Boards**

The Employer shall provide the existing Bulletin Board in the present staff lounge for the access of all employees 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. All notices shall be approved by the Administrator or their designate before such notices are posted.

**24.03 Copies of Agreement**

The Union and the Employer desire every employee to be familiar with the provisions of the Agreement and their rights and duties under it. For this reason, the Employer shall arrange for the printing of sufficient copies of this Agreement, with the cost of such printing to be borne equally by the Employer and the Union.

**24.04 Plural Terms May Apply**

Wherever the singular is used in this Agreement, it shall be considered as if the plural has been used where the context of the party or parties hereto so require.

**24.05** It shall be the responsibility of each individual employee to ensure their current address and telephone number are on record with the Employer at all times during their employment and at the end of their employment.

**24.06 Professional Responsibility - Workloads**

The Employer and the Union are committed to maintaining a workplace that demonstrates a sincere and continuing interest in the individual and collective wellbeing of all staff and recognizes the inherent worth and dignity of every employee. The Employer further recognizes that the issue of workload is of serious concern to bargaining unit members.

Employees are encouraged to raise their concerns with their immediate supervisor. In the event that the workload concern is not resolved to the employee's satisfaction, the employee may submit their concerns to the Labour Management Committee. The Employer does not object if the employees wish to use the workload review form attached to this Agreement for reference purposes only.

**ARTICLE 25 – RETROACTIVITY**

**25.01** a) Retroactivity will be paid on all hours paid to all employees who worked at any time between January 1<sup>st</sup>, 2025, and the date this contract is ratified regardless of whether or not they are still in the employ of the Employer on the effective date of the new contract.

Retroactive payments of wages shall be by separate cheque. Eligible employees who have left their employment will be notified by prepaid post within sixty (60) days from the date of ratification, addressed to their last known address. Entitlement is lost if not claimed within thirty (30) calendar days after having received notice. The Union shall receive a copy of all notices sent to former employees.


b) All payments of retroactivity shall be made within sixty (60) days after the ratification of the new agreement by the Union or date of Interest Arbitration Award.

**ARTICLE 26 - TERM OF AGREEMENT**

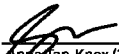
**26.01** This agreement shall be binding and remain in effect until December 31, 2026 and shall continue from year to year thereafter unless either party gives to the other party in writing within ninety (90) days prior to the termination in any year notice that it desires its termination or amendment.

**SIGNED THIS 22<sup>nd</sup> DAY OF OCTOBER, 2025.**


**FOR THE UNION:**

  
Linda Norton (2025-10-23 21:32:09 EDT)


Linda Norton

  
Anna Tan-Knox (2025-11-05 11:35:12 EST)

Anna Tan-Knox

  
Kelly-Lee Davison (2025-11-05 13:01:12 EST)

Kelly-Lee Davison

  
Kimberly Blanchard (2025-11-05 14:04:57 EST)

Kimberly Blanchard

**FOR THE EMPLOYER:**



Nikila Vijayakanthan

**LETTER OF UNDERSTANDING**

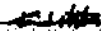
**Between**  
**STREAMWAY VILLA**  
**And**  
**CANADIAN UNION OF PUBLIC EMPLOYEES and its Local 2225-01**

**RE: SCHEDULING – DIETARY AND LIFE ENRICHMENT (ONLY)**

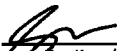
Notwithstanding the provisions of Article 14.08, the parties agree that with respect to the dietary and life enrichment department, failure to provide at least twelve (12) hours rest between shifts will result in the payment of overtime at established rates for any hours worked during such normal rest period.

**SIGNED THIS 22<sup>nd</sup> DAY OF OCTOBER, 2025.**


**FOR THE UNION:**

  
Linda Norton (2025-10-23 21:32:09 EDT)


Linda Norton

  
Anna Tan-Knox (2025-11-05 11:35:12 EST)

Anna Tan-Knox

  
Kelly-Lee Davison (2025-11-05 13:01:12 EST)

Kelly-Lee Davison

  
Kimberly Blanchard (2025-11-05 14:04:57 EST)

Kimberly Blanchard

**FOR THE EMPLOYER:**



Nikila Vijayakanthan

**LETTER OF INTENT**

**Between**

**OMNI**

**And**

**CANADIAN UNION OF PUBLIC EMPLOYEES and its Local 2225-01**

**WORKLOAD REVIEW FORM**

**Employees to complete all sections.**

**Date/Time of the Occurrence:** \_\_\_\_\_

**Date Form was submitted to Supervisor:** \_\_\_\_\_

**Type of work being performed:** \_\_\_\_\_

**Number of Staff on duty:** \_\_\_\_\_ **Usual Number of Staff:** \_\_\_\_\_

***I/We the undersigned believe that I was/we were given an assignment that was excessive or inconsistent with quality resident care and/or created an unsafe working environment for the following reasons. (Provide brief description of problem/assignment below.)***

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**To correct this problem, I/We recommend:** \_\_\_\_\_

\_\_\_\_\_

**Signature of Employee(s)**

**Print Name**

\_\_\_\_\_

\_\_\_\_\_

**.../2**

**Name/Title of Immediate Supervisor notified:** \_\_\_\_\_

**Date/Time of Notification:** \_\_\_\_\_

**Response:** \_\_\_\_\_

\_\_\_\_\_

**I/We do not agree with the resolution of our concern:**

**Signature of Employee(s)**

**Print Name**

\_\_\_\_\_

\_\_\_\_\_

**SCHEDULE "A"**

**Streamway Villa – CUPE Local 2225-01  
JANUARY 1, 2025 TO DECEMBER 31, 2026  
3.5% per year for all classifications.**

<b>CLASSIFICATION</b>	<b>EFFECTIVE</b>	<b>START</b>	<b>3 MNTS 450 HRS</b>	<b>1 YR 1500 HRS</b>	<b>2 YRS 3000 HRS</b>
<b>RPN</b>	1-Jan-25	\$29.18	\$29.39	\$29.93	\$30.67
	Wage Adj. Post ratification	\$31.18	\$31.39	\$31.93	\$32.67
	1-Jan-26	\$32.27	\$32.49	\$33.05	\$33.81
<b>Personal Support Worker/Health Care Aide*</b>	1-Jan-25	\$25.82	\$26.39	\$26.92	\$27.75
	1-Jan-26	\$26.73	\$27.32	\$27.86	\$28.72
<b>Life Enrichment</b>	1-Jan-25	\$22.72	\$23.29	\$23.82	\$24.64
	1-Jan-26	\$23.51	\$24.10	\$24.65	\$25.51
<b>Nurses' Aides*</b>	1-Jan-25	\$25.57	\$26.14	\$26.67	\$27.52
	1-Jan-26	\$26.47	\$27.06	\$27.61	\$28.48
<b>Dietary, Housekeeping &amp; Laundry Aides</b>	1-Jan-25	\$22.08	\$22.58	\$23.15	\$23.99
	1-Jan-26	\$22.85	\$23.37	\$23.96	\$24.83
<b>Cook</b>	1-Jan-25	\$22.43	\$22.94	\$23.50	\$24.35
	1-Jan-26	\$23.21	\$23.74	\$24.33	\$25.21
<b>Maintenance</b>	1-Jan-25	\$22.08	\$22.58	\$23.15	\$23.99
	1-Jan-26	\$22.85	\$23.37	\$23.96	\$24.83

\*Includes a \$3.00 PWE increase effective January 1, 2023

\*Pay increases effective the first full pay period of the month.

**Premiums**

- 1) Nurses' Aides who have Health Care Aides Certificates shall receive an additional twenty cents (\$0.20) per hour. (College of Applied Arts and Technology Course).
- 2) Dietary Aides filling in as Cook shall receive a premium of **thirty-five cents (\$0.35)** for each hour so worked.

**STREAMWAY VILLA NURSING HOME  
AND  
CANADIAN UNION OF PUBLIC EMPLOYEES  
AND ITS LOCAL 2225-01**

**ADDENDUM**

**PART-TIME BARGAINING UNIT**

Part-time employees shall be covered by this Addendum. The terms and conditions of the Collective Agreement attached to this Addendum will apply to part-time employees, save and except as modified by this Addendum in the following manner.

**ARTICLE 1 – RECOGNITION**

- 1.01** The Employer recognizes the Canadian Union of Public Employees and its Local 2225-01 as the sole and exclusive bargaining agency for all employees of the Streamway Villa Nursing Home at Cobourg, Ontario, regularly employed for twenty-two and one half (22½) hours per week or less.

**ARTICLE 2 - SENIORITY LIST**

- 2.01** The Employer shall maintain a separate seniority list for 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 boards in January and July of each year. An employee's name shall not be placed on the seniority list until they have completed their probationary period as outlined in Article 3 below.
- 2.02** Employees shall have thirty (30) days from the posting of the seniority list to report any errors to the Employer. After such thirty (30) day period, the seniority list shall be deemed to be accurate. The Employer shall notify any employee on leave of absence of any form by mail with a copy of the seniority list.
- 2.03**
- a) If a part-time employee who has successfully completed probation is transferred to a full-time position on a permanent basis, they shall be entitled to all provisions of the full-time agreement effective on the date of transfer. It is understood that if a part-time employee, who has completed probation, moves into a full-time position, they are not obligated to serve an eligibility period for entitlement to benefits under Articles 19 and 22.
  - b) Where a part-time employee is selected to fill a vacancy of a full-time employee due to approved leave, illness, or W.S.I.B., and such absence exceeds three (3) calendar months, the transferred employee will be considered a temporary full-time employee eligible for all rights and privileges including welfare benefits under that agreement. At the expiration of the leave, the employee will be returned to their former status without loss of seniority or service.

### **ARTICLE 3 - PROBATIONARY PERIOD**

- 3.01** Effective date of this Agreement, newly-hired employees shall be considered on a probationary basis for a period of four hundred and fifty (450) hours worked from the date of hiring, or one calendar year, whichever is less. During the probationary period, employees shall be entitled to all rights and provisions of this Agreement unless otherwise specified except with respect to discharge. The parties agree that the probationary period is the Employer's opportunity to assess the ability and suitability of a new employee. Providing the Employer has made a fair assessment of the employee's suitability for permanent employment, the termination of a probationary employee will not be the subject of a grievance. The Parties agree that the probationary period may be extended by mutual consent between the Employer and the Union. It is agreed that there shall only be one (1) extension and that it shall be for a pre-determined time, not to exceed an additional one hundred (100) hours. After completion of the probationary period, seniority shall be effective from the original date of employment, except that an employee transferring from part-time to permanent full-time, shall have their seniority pro-rated on the basis of 1500 hours worked equals one year.

### **ARTICLE 4 - OVERTIME AND PAID HOLIDAYS**

- 4.01** All hours worked in excess of seven and one half (7½) hours in any twenty-four (24) hour period, seventy-five (75) hours in a two (2) week period, and all hours worked on a recognized holiday shall be paid at time and one half.

### **ARTICLE 5 - PAYMENT IN LIEU OF FRINGE BENEFITS**

- 5.01** Part-time employees, upon completion of probation, shall receive eleven (11%) per cent per hour above the rates set out in Schedule "A" to the full-time agreement in lieu of sick leave, bereavement leave, jury or court witness duty, hospital and medical insurance.

#### **5.02 Holidays**

A part-time employee shall qualify for paid holidays in accordance with the provisions of Article 16 Holidays provided they have worked twelve (12) days or more out of the previous twenty-eight (28) days or an average of twelve (12) days per month over the previous six (6) months.

### **ARTICLE 6 - HOURS OF WORK**

- 6.01** Regular part-time employees must be available to be scheduled up to twenty-two and one-half (22½) hours weekly.

**ARTICLE 7 - SHIFT PREMIUM**

- 7.01** a) Part-time employees will be paid a shift premium of thirty-five cents (\$0.35) per hour for all hours worked between 3:00 p.m. and 7:00 a.m. in non-overtime situations.

Effective the first full pay period following the date of the arbitration award **or ratification**.

- b) **Weekend Premium**

The Home shall pay a premium of **forty-five cents (\$0.45) per hour**, for all hours worked between Friday at 23:00 hours and Sunday at 23:00 hours.

**Effective the first full pay period following the date of the arbitration award or ratification.** [Grab your reader's attention with a great quote from the document or use this space to emphasize a key point. To place this text box anywhere on the page, just drag it.]