

COLLECTIVE AGREEMENT

between

SPRINGDALE COUNTRY MANOR

Omni

and

**CANADIAN UNION OF PUBLIC EMPLOYEES
and its Local 4862**

CUPE / *Canadian Union
of Public Employees*

JANUARY 1, 2023 TO DECEMBER 31, 2024

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PREAMBLE

WHEREAS IT IS THE DESIRE OF BOTH PARTIES TO THIS AGREEMENT:

- 1) To maintain and improve the harmonious relations and settled conditions of employment between the Employer and the Union.
- 2) To recognize the mutual value of joint discussions and negotiations in all matters pertaining to working conditions, employment, services, etc.
- 3) To encourage efficiency in operation.
- 4) To promote the morale, well-being and security of all the employees in the bargaining unit of the Union.
- 5) Both parties agree to act in a fair and reasonable manner.
- 6) The Union recognizes the Employer's responsibility to its regulating bodies and to the residents of the home, and therefore agrees to endeavour to obtain the full cooperation of its membership in maintaining the established standards of care.

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 The employer recognizes the Union as the sole collective bargaining agent for all its employees employed by OMNI Health Care Partnership Limited, Springdale CountryManor in the City of Peterborough, save and except supervisors and persons above the rank of supervisor and office and clerical employees and registered and graduated nurses.
- 1.02 **Work of the Bargaining Unit**
Persons excluded from the bargaining unit shall not perform duties normally performed by employees in the bargaining unit which shall directly cause or result in the lay-off or reduction in hours of work of an employee in the bargaining unit.
- 1.03 **No Other Agreements**
No employee 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 **No Contracting Out**
The Nursing Home shall not contract out any work usually performed by

members of the bargaining unit if, as a result of such contracting out, a lay-off of any employees other than casual part-time employees results from such contracting out.

Contracting out to an Employer who is organized and who will employ the employees of the bargaining unit who would otherwise be laid off, with similar terms and conditions of employment is not a breach of this agreement.

1.05 Representatives of the Canadian Union of Public Employees

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 with the Employer on matters relating to the Collective Agreement. Such representatives shall have reasonable access to the Employer's premises upon request, subject to the Employer's approval, by appointment with the Administrator, in order to deal with any matters arising out of this collective agreement. Such access will not be unreasonably denied.

1.06 Definition of Employee

- a) A full-time employee shall be one who is regularly scheduled to work for more than forty-eight (48) hours in a bi-weekly master rotation pay period.
- b) A part-time employee shall be one who is regularly scheduled to work for forty-eight (48) hours or less in a bi-weekly pay period.
- c) A casual part-time employee shall be one who is on call with no guarantee of scheduled hours.

1.07 Reference to working days in this Collective Agreement shall exclude weekends and Statutory Holidays.

1.08 In the event the Employer plans to change a vacant full-time position to a part-time position, it will advise the Union and discuss its plans with them.

1.09 Work of the Bargaining Unit – Full-Time/Part-Time Ratio

So long as a full-time position exists there will be no splitting of that position into two or more part-time positions without the agreement of the Union, such agreement not to be unreasonably withheld.

ARTICLE 2 – MANAGEMENT RIGHTS

2.01 The Union recognizes that it is the right of the Employer to exercise the regular and customary function of the Employer and to direct the working forces, subject to the terms of this agreement. The question of whether any of

these rights is limited by this agreement shall be decided through the grievance and arbitration procedure.

- 2.02
- a) To maintain order, discipline and efficiency, and in connection therewith to establish and enforce reasonable rules and regulations. Such rules will be posted on the employees' bulletin board with a copy supplied to the Local Union. The management reserves the right to amend or introduce new rules from time- to-time, copies of which are to be posted on the bulletin boards with copies to be supplied to the Local Union. The Local Union shall have the right to make representation before any rule is amended or any new rule is introduced.
 - b) To hire, transfer, layoff, recall, promote, demote, classify, assign duties, discharge, suspend or otherwise discipline employees for just cause, provided that a claim of discriminatory transfer, promotion, demotion or a claim that an employee has been discharged or disciplined without just cause, may be the subject of a grievance and dealt with as hereinafter provided.
 - c) To have the right to plan, direct and control the work of the employees and the operations of the nursing home. This includes the right to introduce new and improved methods, facilities, equipment, and to control the amount of supervision necessary, combining or splitting up of areas, work schedules, and the increase or reduction of personnel.
 - d) It is agreed that Management's rights shall not be exercised contrary to the provisions of this Agreement.

ARTICLE 3 – NO STRIKES/NO LOCKOUTS

- 3.01 The Union agrees there shall be no strike and the Employer agrees there shall be no lockout.
- 3.02 The words "strike" and "lock-out" as used herein are agreed to have the meanings defined for these words in the present *Ontario Labour Relations Act*. The Union shall not picket the home.

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.

4.03 Employment of Disabled Workers – The Union and the Employer acknowledge their obligations to accommodate certain individuals under the *Human Rights Code* of Ontario and agrees that this Collective Agreement will be interpreted in such a way as to permit those obligations to be discharged.

ARTICLE 5 – UNION SECURITY AND CHECK-OFF

5.01 **Union Security**

a) All employees of the Employer, shall, as a condition of continuing employment, become and remain members in good standing of the Union, according to the Constitution and By-Laws of the Union. As a condition of employment, all new employees shall become and remain members in good standing of the Union within thirty (30) days of employment. The Employer shall deduct from every employee any dues, initiation fees, or assessments levied by the Union on its members.

b) Each of the parties hereto agrees that there will be no discrimination, interference, restraint, or coercion exercised or practised upon any

employee because of membership or non-membership in the Union or because of their activity or non-activity in the Union.

5.02 Deductions shall be made bi-weekly and forwarded to the National Secretary-Treasurer of the Canadian Union of Public Employees on or before the 15th day of the following month, with a reasonable grace period in exceptional circumstances.

5.03 **New Employees**

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.

- 5.04
- a) The Employer shall, when remitting dues, name the employees from whose pay deductions have been made.
 - b) The Employer will supply the Union with the name, current address, classification and other relevant information of the employees with the first dues deduction.
 - c) The Employer agrees to provide the Union with employee addresses and telephone numbers on an annual basis. If the employee does not wish to have their telephone number forwarded by the Employer to the Union, they shall provide the Employer with written confirmation to withhold their telephone number.
 - d) If the Employer agrees to provide the Union with information in an electronic format, the parties will meet to discuss the format in which the information will be set out. If such an agreement is reached, the parties will endeavour to communicate on the issue so that the implementation is not impeded.

5.05 **T4 Slips**

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

5.06 **Employer Liability**

The Union and its members shall hold the Employer harmless with respect to any liability, which the Employer might incur as a result of deductions and remittances.

5.07 The Employer has no responsibility for Union dues while an employee is off on Pregnancy and/or Parental Leave.

ARTICLE 6 – CORRESPONDENCE

6.01 All correspondence between the parties, arising out of this Agreement or incidental thereto shall pass to and from the Administrator of their designate and the Secretary of the Union and/or to the President of the Local.

ARTICLE 7 – UNION - MANAGEMENT RELATIONS

7.01 Recognition of Stewards and Grievance Committee

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

7.02 Names of Stewards

The Union shall notify the Employer in writing of the name of each Steward and the department(s) they represent before the Employer shall be required to recognize them.

7.03 Grievance Committee

The Grievance Committee shall be composed of two (2) members of the Union plus the Union Steward directly involved with the grievance.

7.04 Permission to Leave Work

The Union recognizes that each Steward and/or Committee Member is employed by the Employer and that they will not leave their work during working hours except to perform their duties under this Agreement. Therefore, no Steward or Committee member shall leave their work without obtaining the prior permission of their Supervisor. Such permission shall not be unreasonably withheld.

7.05 a) Representation

No individual employee or group of employees shall undertake to represent the Union at meetings with the Employer, except in exceptional circumstances where the designated Union Stewards are unavailable in person or by telephone. In order that this may be carried out, the Union will supply the Employer with the names of its officers. Similarly, the Employer shall supply the Union with a list of its supervisory or other personnel with whom the Union may be required to

transact business.

b) Union Officers and Committee Members

The Union acknowledges that Stewards have their regular duties to perform on behalf of the Employer and that such persons shall not leave their regular duties to attend to the complaints and grievances of employees without having first secured permission from their immediate Supervisor, which permission shall not be unreasonably withheld. Stewards shall state their destination to their immediate Supervisor and shall report again to them at the time of their return to work. Time away from their job for the purpose of handling existing grievances will be interpreted as time worked provided such handling is within the Home.

7.06 **Negotiating Committee**

The Employer acknowledges the right of the Union to appoint or otherwise elect a Negotiating Committee of not more than three (3) employees and will recognize and deal with the said Committee with respect to matters which are properly the subject of negotiations including proposals for the renewal or modification of this Agreement. A representative of the Union may participate in such negotiations if requested to do so by either party. Any representative of said Negotiating Committee, who is in the employ of the Employer, shall have the right to attend negotiations for the renewal of this Agreement up to and including conciliation without loss of remuneration.

7.07 **Union - Management Committee**

A Union-Management Committee shall be established consisting of representatives of the Union and representatives of the Employer. An equal number of representatives of each party as mutually agreed shall meet at a time and place mutually satisfactory.

Meetings of Committee

The Committee shall meet at least quarterly unless otherwise agreed at a mutually agreeable time and place. A request for such meeting shall be made in writing at least one (1) week prior to the date proposed unless otherwise agreed. Both parties shall submit an agenda of matters proposed to be discussed which shall not include matters that are properly the subject of a grievance or matters that are properly the subject of negotiations for the amendment or renewal of this Agreement.

Employees shall not suffer any loss of pay or seniority for time spent with this Committee.

Chairperson of the Meeting

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

Minutes of Meeting

Minutes of each meeting of the Committee shall be prepared and signed by the joint chairpersons as promptly as possible after the close of the meeting.

Jurisdiction of Committee

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

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

7.08

Health and Safety Committee

- a) The parties agree to abide by the *Occupational Health and Safety Act* and its regulations. The Employer and the Union agree that they mutually desire to maintain standards of safety and health in the home, in order to prevent injury and illness.
- b) A joint management and employees Health and Safety Committee shall be constituted with representation of at least half by employees from the various bargaining units, of employees who are not represented by Unions and who do not exercise managerial functions which shall identify potential dangers, review public health reports, review environmental test results, recommend means of improving the health and safety programs and obtaining information from the Employer or other persons respecting the identification of hazards and standards elsewhere. The committee shall normally meet quarterly unless otherwise agreed by the parties. Scheduled time spent in such meetings is to be considered to be time worked. Minutes shall be taken of all meetings and shall be posted in the Home.
- c) Two (2) representatives of the Joint Health and Safety Committee, one (1) from management and one (1) from the employees on a rotating basis designated by the employees, shall make monthly inspections of the work place and equipment and shall report to the Health and Safety Committee the results of their inspection. In the event of accident or injury, such representatives shall be notified immediately and shall investigate and report as soon as possible to the Committee and to the Employer on the nature and causes of the accident or injury. Furthermore, such representatives must be notified of the inspection of a government inspector and shall have the right to accompany their inspections. Scheduled time spent in all such activities shall be

considered as time worked.

- d) The Joint Health and Safety Committee and the representatives thereof shall have reasonable access to the annual summary of data from the WSIB relating to the number of work accident fatalities, the number of lost workday cases, the number of lost workdays, the number of non-fatal cases that required medical aid without lost workdays, the incidence of occupational injuries, and such other data, as the WSIB may decide to disclose.
- e) The Union agrees to endeavour to obtain the full co-operation of its membership in the observation of all safety rules and practices. It shall be the duty of each employee to identify and report health or safety hazards and to perform such tasks as may be assigned to correct same.
- f) The injured employee will be provided with a copy of their WSIB Form 7.
- g) An employee who is injured during working hours and is required to leave for treatment of such injury shall receive payment for the remainder of their shift at their hourly rate of pay unless the doctor states that the employee is fit for further work on that shift. The employer shall provide transportation to and from the place of treatment or hospital.
- h) The company will pay to certify a Health and Safety Representative (chosen by the Union) to perform duties as required by the *Occupational Health and Safety Act*.
- i) The role of the Union Certified Representative shall include the following:
 - i) Membership on the local Health and Safety Committee
 - ii) Provide input and co-operate with the Administrator in the resolution of Health and Safety issues
 - iii) Provide input on local Health and Safety training programs
- j) An alternate, non-certified representative may be appointed to replace the Union Certified Representative when such person is absent. The Administrator will be notified of the name of the alternate immediately prior to the commencement of the absence.
- k) The Occupational Health and Safety Committee may make recommendations on the need for protective clothing and equipment (i.e., gloves, gowns masks, goggles, 'lifts'). Where the homes' policy requires the wearing or use of such protective clothing and equipment it will be provided by the Employer and employees are obligated to

comply.

- l) For the protection of residents and staff in the event of an infectious outbreak in the Home or the community, employees will immediately provide the Employer with written notice of all other places of their employment.

7.09 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 Time Lines

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 time lines of the grievance procedure, unless specifically agreed to in writing by the parties.

ARTICLE 10 – DISCHARGE, SUSPENSION AND DISCIPLINE

10.01 Adverse Report

- a) The Employer shall notify an employee in writing of any expression of dissatisfaction concerning their work within ten (10) working days of the event of the complaint, with copies to the Union. 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.
- b) 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 letters of reprimand or any adverse reports, provided the employee's file has remained discipline free for such eighteen (18) month period.

10.02 No employee shall be discharged, suspended or disciplined without just cause. Such employee, and the Union, shall be advised promptly in writing by the Employer of the reason for such discharge or suspension. The discharge or discipline of a probationary employee shall not be the subject of a grievance unless the discharge was performed in violation of the Human Rights Code.

10.03 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.

10.04 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 a Board of Arbitration, if the matter is referred to such a Board.

10.05 Access to Personnel File

An employee shall the right to have access to and review their personnel file, inthe presence of their manager or designate, at a time mutually agreed with the Employer.

The employee may request to receive a copy of the file. Such request will not be unreasonably denied. An employee shall have the right to respond in writing to any document contained therein. Such reply shall become part of the permanent record.

10.06 Right to Have Steward Present

An employee shall have the right to have their Steward present at any discussionwith supervisory personnel, which the employee believes might be the basis of disciplinary action. Where a supervisor intends to interview an employee for disciplinary purposes, the supervisor shall so notify the employee in advance of the purpose of the interview in order that the employee may contact their Steward to be present at the interview. A Steward or Local officer may have the right to consultwith a CUPE staff representative and with sufficient notice to management, may have them present at any discussion with supervisory personnel which might be the basis of disciplinary action.

ARTICLE 11 – SENIORITY

11.01 Seniority Defined

For full-time employees, seniority is defined as the length of service in the bargaining unit since the last date of hire. For part-time employees, a year's seniority shall be calculated on the basis of 1800 hours worked. Notwithstanding the above, a part-time employee cannot accrue more than one year's seniority in a twelve (12) month period, such period to commence on the employee's anniversary date. Seniority shall not accrue during unpaid leaves of absence unless otherwise specified in the collective agreement.

11.02 Seniority List

- a) A revised copy of the seniority list shall be posted on the appropriate bulletinboard and a copy sent to the Union office in April and October of each year.
- b) The seniority list shall indicate the employee's actual date of hire and
 - i) For full-time employees, the years and months of seniority.
 - ii) For part-time employees, the hours of seniority.
- c) Employees shall have forty-five (45) calendar days from date of posting of the seniority list to notify the Employer of any errors in seniority

calculations. If no errors are reported within such forty-five (45) day period, the seniority list shall be accepted as correct for all employees.

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

11.03 **Probationary Employees**

Newly hired employees shall be considered on a probationary basis for a period of 450 hours worked for employees from the date of hire. During the probationary period, employees shall be entitled to all rights and privileges of this Agreement unless otherwise specified. An employee who has not completed their probationary period may be released on a fair and proper assessment against reasonable standards of performance and suitability. After completion of the probationary period, seniority shall be effective from the original date of employment.

11.04 **Changing Status (Full-Time of Part-Time)**

Both full-time and part-time employees will maintain their seniority when changing from the status of part-time employee to that of full-time employee and vice-versa.

- a) Accordingly:
 - i) A full-time employee who changes their status to part-time will have their years and months of seniority converted to hours based on 1800 hours for years of service and 150 for one (1) month of service.
 - ii) A part-time employee who changes their status to full-time will have their hours of seniority converted to years and months based on 1800 hours = year, 150 hours = one (1) month.

Both full-time and part-time employees will maintain their seniority when changing from the status of part-time employee to one of full-time employee and vice-versa. Seniority in such cases shall be calculated according to the following:

Part-time employees will acquire one (1) year's seniority when they have completed eighteen hundred (1800) hours worked with the Employer. All hours worked by a part-time employee shall be calculated on the basis of eighteen hundred (1800) hours equals one (1) year's seniority.

- b) For the purpose of accrual of seniority for part-time employees during their vacation weeks, such accrual shall be based on hours worked.

11.05 **Loss of Seniority**

An employee shall lose all seniority and their employment shall be deemed to have terminated for any of the following reasons:

- a) they are discharged for just cause and are not reinstated.
- b) they resign or retire.
- c) they are absent from work for three (3) working days without sufficient cause or without prior notification to the Employer unless such notice was not reasonably possible. It is understood that this provision does not preclude the requirements of employees to notify the Employer of absence prior to their scheduled shift.
- d) they are laid off in excess of twenty-four (24) months.
- e) they fail to return to work within seven (7) calendar days following a lay-off and after being notified by registered mail to do so, unless through sickness or other just cause. It shall be the responsibility of the employee to keep the Employer informed of their current address and telephone number at all times.
- f) fail to return to work upon termination of an authorized leave of absence or utilizes a leave of absence for purposes other than those for which the leave of absence may be granted.
- g) are absent from work more than twenty-four (24) months by reasons of illness or other physical disability and there is no reasonable likelihood the employee will return to work within the near future.
- h) are absent from work more than twenty-four (24) months by reason of absence while on WSIB and there is no reasonable likelihood the employee will return to work within the near future.
- i) they refused the opportunity of work for a period of three (3) consecutive months. It is understood that "no answer" shall not constitute a refusal.

11.06 **Transfers and Seniority Outside Bargaining Unit**

No employee shall be transferred to a position outside the bargaining unit without their written consent. If an employee is promoted or transferred to a position outside 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. In the event the employee is returned by the Employer to a position in the bargaining unit within twelve (12) months, they shall be credited with the seniority held at the time of transfer and/or promotion and resume accumulation from the date of their return to the bargaining unit. At the end of

one year, the employee must choose whether they wish to resume their position in the bargaining unit. An employee not returned to the bargaining unit within twelve (12) months shall forfeit bargaining unit seniority.

ARTICLE 12 – PROMOTIONS AND STAFF CHANGES

12.01 Job Postings

When a vacancy occurs, or a new position is created within existing job classifications within the bargaining unit, the Employer shall post a notice on the Employer's main bulletin boards with a copy to the Union within seven (7) days of the vacancy. The position shall be posted for a period of seven (7) working days so that interested employees can apply. The name of the successful applicant shall be posted on the Employer's main bulletin board with a copy sent to the Union.

- a) If no applications are received by the date and time stipulated on the posting (i.e., within seven (7) full calendar days from the date and time the posting was posted), the Employer may hire from sources outside the Bargaining Unit.
- b) When a position is filled by means of the job posting procedure, the name of the successful applicant shall be posted within seven (7) calendar days and shall remain posted for a period of seven (7) calendar days.
- c) Nothing herein shall prevent the Employer filling vacant jobs during the posting period. Until the vacancy is filled resulting from the job posting provisions, the Employer is free to fill the vacancy on a temporary basis as determined by the Employer. In the event of a temporary posting only the original vacancy and the first two (2) resulting vacancies must be posted.

d) Temporary Job Postings

Temporary vacancies expected to last more than sixty (60) days shall be posted in accordance with the Job Posting Procedure, unless otherwise agreed between the Employer and the Union. Where the Employer could not be reasonably aware of a vacancy lasting more than sixty (60) days, such vacancy shall be posted when the Employer becomes aware, or after sixty days (60) days, whichever comes first.

Temporary vacancies expected to last sixty (60) days or less need not be posted but shall be filled in order of seniority by part time and casual employees with the required qualifications to the maximum of forty-eight (48) hours per pay period.

Part-time employees filling temporary full-time vacancies shall maintain their part-time status for the duration of the temporary posting.

Full-time employees filling temporary full-time and/or part-time vacancies shall maintain their full-time status for the duration of the temporary posting.

Upon termination of a temporary job posting, the employee filling the vacancy shall be returned to the classification and job location in which they last worked. It is understood that the posted schedules for employees filling a temporary vacancy may be changed without notice in the event of an employee on leave returning to work. In such instances where an employee returns to work prior to the estimated day of return, the Employer shall not be liable for payments or monies to the resulting displaced employee(s).

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.

- e) Part-time employees may temporarily replace full-time employees who are on maternity leave and in other cases up to a period of twelve (12) weeks without losing their status as part-time employees. This period may be extended by mutual agreement of the parties.

12.02 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.

12.03 Recognition of Seniority

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

12.04 **Information on Postings**

Each notice shall contain the following information:

- a) Nature of the position
- b) Qualifications
- c) Required knowledge and education
- d) Skills
- e) Shifts
- f) Wage or salary range

Both parties recognize:

- i) The principle of promotion within the service of the employer.
- ii) That job opportunity should increase in proportion to length-of-service. Therefore, in effecting transfers or promotions, appointments shall be made of the applicant with the greatest seniority, at the time of the job posting, who also has the required qualifications and the required knowledge, education and skills in accordance with (c) and (d) above. Appointments from within the bargaining unit shall be made within three (3) weeks of posting.
- iii) be allowed a training period of forty-five (45) days worked.

12.05 **Trial Period**

The successful applicant transferring to a new classification shall be placed on trial for a period not exceeding six (6) weeks. Conditional on satisfactory service, such trial period shall end after the period of six (6) weeks. 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.

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. Any unsuccessful applicants for the original posting will then be considered in accordance with Article 12.04.

The vacancy resulting from the posting may be filled on a temporary basis until the trial period is completed.

It is understood that the trial period only applies to employees who have assumed a new position in a different classification.

12.06 Union Notification

The Employer agrees to provide the chief steward with a copy of each job posting. The parties agree that an administrative oversight in this regard does not void the job posting.

12.07 New Classification

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

If the Union disagrees with the rate, it shall have the right to request a meeting with the Employer. At such meeting, the parties will review the rate, the Employers rationale for establishing the rate, and the reasons the Union disagrees with the rate. If the parties reach agreement, the agreement is effective as of the date on which the Employer gave the Union notice of the new rate. If the parties are unable to reach an agreement, either party may refer the dispute to arbitration, as provided in this agreement, provided the referral is made within fifteen (15) days of the meeting.

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.

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

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.

ARTICLE 13 – LAYOFFS AND RECALLS

13.01 Definition of Layoff

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

13.02 Notice of Layoff

- a) The Employer shall give each employee in the Bargaining Unit who has acquired seniority and who is to be laid off for a period of more than eight (8) week's, notice in writing of their lay-off in accordance with the following schedule:

Up to one (1) year of service	One (1) week's notice
More than one (1) year but less than three (3) year of service	Two (2) week's notice
Three (3) years or more of service	One (1) week for each year of employment to a maximum of eight (8) week's notice

Provided the circumstances causing the lay-off are not beyond the control of the Employer (i.e., Fire, Flood, Ministry requirement etc.)

- b) Such notice will be handed to the employee and a signed acknowledgement requested if the employee is at work at the time the notice is ready for delivery. If the alternative, it shall be mailed by registered mail.

13.03

- a) Where a layoff results in the subsequent displacement of a member(s) of the bargaining unit, the original notice provided for in 13.02 (a) shall be considered notice to the Union of any subsequent layoff.
- b) Such notice will be handed to the employee and the employee will sign acknowledgement of receipt of such notice in the case where the employee is at work at the time the notice is ready for delivery. In the alternative, it shall be mailed by registered mail.
- c) The Employer will meet with the Union Stewards prior to the implementation of any layoffs or reduction in hours to discuss the matter.

13.04 Layoff Procedure

- a) Employees shall be laid off in reverse of seniority within their classification providing the remaining employees have the skill, ability and qualifications necessary to perform the available work.
- b) An employee who is subject to lay-off shall have the right to either:
 - i) accept the lay-off, or
 - ii) choose to retire, if eligible under the terms of the Pension Plan, if any; or
 - iii) Displace an employee who has less bargaining unit seniority in a lower or identical paying classification, providing they have the skills, ability and qualifications required to perform the duties, without training other than orientation. Such employee so

displaced shall be laid off.

- c) An employee who chooses to exercise their right to displace another employee with less seniority, shall advise the Employer in writing of their intention to do so, and identify the position to be claimed, within seven (7) days after receiving the notice of lay-off.
- d) 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.

13.05 Re-Call Procedure

- a) An employee recalled to work in a different classification from which they were laid off shall have the privilege of returning to the original classification they held prior to the lay-off should it become vacant within six (6) months of being recalled.
- b) Where the Employer is required to give notice in accordance with this collective agreement, the notice shall be given personally or by registered mail, mailed to the employee's last known address on record with the Employer. Such registered letter shall be deemed to be received on the second business day after the day it was sent. The notification shall state the position to which the employee is eligible to be recalled and the date and time at which the employee shall return to work.
- c) The employee is solely responsible for their current mailing address and telephone number being on record with the Employer at all times.
- d) It is the sole responsibility of the employee who has been laid off or on notice of lay-off to notify the Employer of their intention to assume or refuse the position within seven (7) calendar days after receipt of the registered letter or hand-delivered letter.
- e) In the event that a lay-off commences on the day immediately following a paid holiday, an employee otherwise qualified for the holiday pay shall not be disentitled thereto solely because of the day on which the lay-off commenced.
- f) An employee recalled to work to a classification in which they have never worked in the Home shall be placed in the position for a trial period of six (6) weeks and if the employee proves satisfactory shall then be considered permanent to the position. If the employee proves unsatisfactory during that time, they shall once again be laid off.
- g) No new employees shall be hired until all those laid off have been given an opportunity to return to work and have failed to do so in accordance with the loss of seniority provision or, have been found not qualified or

unable to perform the work available without training other than orientation.

- h) Prior to any general reduction in hours affecting all or a majority of employees, the Employer will consult with the Union to determine their preferences and suggestions as to Laying employees off instead of reducing hours.
- i) An employee recalled to work in a different classification from which they were laid off shall have the privilege of returning to the position they held prior to the layoff should it become vacant within six (6) months of being recalled.
- j) In the event that a lay off commences on the day immediately following a paid holiday, an employee otherwise qualified for the holiday pay shall not be disentitled thereto solely because of the day on which the layoff commenced.
- k) An employee recalled to work to a classification in which they have never worked in the Home shall be placed in the position for a trial period of forty-five (45) working days and if the employee proves satisfactory shall then be considered permanent to the position. If the employee proves unsatisfactory during that time, they shall once again be laid off.
- l) Employees on lay-off or notice of lay-off shall be given preference for temporary vacancies, which are expected to exceed sixty (60) days or work. An employee who has been recalled to such temporary vacancy shall not be required to accept such recall and may instead remain on lay-off. This provision supersedes the job provision.
- m) The Employer agrees to maintain their shared cost of all Employee benefits as per Article 21 for the month in which the layoff occurs.

13.06 **CMI Results**

Recognizing the mutual objective of quality resident care, the Employer and the Labour Management Committee agree to meet as soon as practical after the receipt of the annual CMI results. The purpose of this meeting is to allow the parties an opportunity to discuss the impact of the CMI changes on the staffing levels in the Home and the parties' commitment to quality resident care.

ARTICLE 14 – HOURS OF WORK

- 14.01 Nothing herein shall constitute a guarantee of hours of work per day or week or of number of days per week.

14.02 Normal Hours of Work

- a) The normal hours of work shall be seven and one-half (7 ½) hours per day, exclusive of an unpaid thirty (30) minute meal break. The normal days per week shall be five (5) days per week with a week being the period from Monday to Sunday.
- b) In no instance will any employee be scheduled to work more than five (5) consecutive days without receiving their day off, except where this results from employees switching days off, unless otherwise mutually agreed to work more or for the purpose of call-ins.

14.03 Work schedules shall be posted two (2) weeks in advance for a four (4) week period and once posted shall not be changed unless by mutual agreement between the Employer and the employee. Schedules for full-time and part-time employees shall be based on the rotating master schedules and created for each department.

14.04 All employees shall be scheduled every other weekend off unless mutually agreed to work more, subject to the provisions of the overtime language in this collective agreement.

14.05 Employees scheduled to work less than twelve (12) hours off between shifts shall be compensated at one and one half (1 1/2) times their regular rate of pay. This shall not include call-ins or situations initiated by the employee. There shall be no pyramiding of overtime payment.

14.06 Relief Periods

Employees will be allowed breaks within the shift without reduction in pay and without increasing the regular working hours as follows:

SHIFT	15 MINUTES PAID	UNPAID MEAL	PAID
8.0	2 x 15 minutes	½ hour	7.5
7.5	2 x 15 minutes	½ hour	7.0
7.0	2 x 15 minutes	½ hour	6.5
6.5	2 x 15 minutes	½ hour	6.0
6.0	1 x 15 minutes	½ hour	5.5
5.5	1 x 15 minutes	½ hour	5.0
5.0	1 x 15 minutes	not applicable	5.0
4.5	1 x 15 minutes	not applicable	4.5
4.0	1 x 15 minutes	not applicable	4.0

14.07 **Minimum Reporting Allowance**

When an employee reports for work at the assigned starting time without being told in advance by the Home not to report at said time, then the employee shall receive work or pay in lieu of work, for four (4) hours during that day. For employees who are regularly scheduled to work less than four (4) hours the obligation is reduced to the number of hours normally scheduled to work. The obligation on the part of the Home shall cease if no work can be provided due to fire, Acts of God or other circumstances beyond the control of the Home, or failure on the part of the employee to keep the Home informed of their current address and telephone number.

14.08 **Call Back Pay**

Where an employee leaves the premises after completing a shift and is called back to work, they shall be paid a minimum of two (2) hours pay at the rate of time and one-half (1½) their regular hourly rate. All hours beyond two (2) hours will be paid at the rate of time and one-half (1½). It is understood this shall not apply to a call into work on a scheduled day off.

14.09 **Call-Ins**

- a) Any shift which becomes available after the schedule is posted shall be considered a call-in shift and shall be filled through the call-in procedure.
- b) Employees will be given the opportunity to be called in for extra shifts on days they are not scheduled to work, in the following manner:
"Call-in" opportunities shall be done by straight time by seniority by classification, overtime by seniority by classification and then cross-trained home-wide by seniority straight time first then overtime.
- c) Employees who wish the opportunity for additional shifts will provide the Employer with written notice of such availability four (4) times a year - February 1, May 1st, August 1st and November 1st. The availability shall be on a standard form provided by the employer and approved by the Union. The form shall indicate the period of time the availability is for and the particular shifts (days, evenings, nights).
- d) Busy signals and answering machines are considered as not available unless the employee returns the call to the Home and accepts the shift before it is filled. If an employee believes they have been missed for a call-in, upon request to the Employer/designate, they will have the right to view the call-in sheet(s).
- e) Where employees wish to be called in for other classifications, they will be added to the bottom of that classification call-in list, provided they have the skill, ability and qualifications to perform the available work without training/orientation.

- f) Call-ins resulting in overtime will be offered at the discretion of the Employer and will be in accordance with the above-noted procedure.
- g) It is agreed that an employee who commits to call-in availability will meet that commitment.
- h) Employees who are called in after the commencement of a shift and report for work within forty-five (45) minutes after being called, will be reimbursed from the time the call was made.
- i) Compensation
The terms "regular pay" and "straight pay" when used in this Agreement shall mean the amounts indicated in the wage classification contained in Schedule "A".
- j) Breaches to Call-In Procedure
Where a situation arises wherein an employee (part-time, full-time) has missed an entitled call-in shift (at straight time or overtime rates of pay) 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.

14.10 Standard/Daylight Savings Time

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

- 14.11 Prior to retaining an agency to fill any shift(s), the Employer will ensure that the shift(s) is 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

Over-time shall be given in order of seniority to the employees who are willing and qualified to perform the work that is available.

- 15.01 a) Overtime shall be paid for all hours worked over seven and one-half (7½) hours in a day and seventy-five (75) hours bi-weekly, at the rate of time and one-and one-half (1½) the employee's regular rate of pay. It is understood for the purposes of this provision that a day shall be 2300

hours to 2300 hours.

- b) In the event employees of their own accord, for their own personal convenience, arrange to change shifts with appropriately qualified other employees, the Employer agrees to allow employees to do so provided:
 - i) The employees shall have submitted a written request at least two (2) days prior to the first shift to be exchanged.
 - ii) The employees have obtained the written approval of the Department Head or their designate.
 - iii) Employees do not abuse the privilege.
 - iv) These alterations do not interfere with any other employees assigned shifts.
 - v) Where such changes occur, the provisions relating to overtime and time off between shifts do not apply.
- c) Employees who work overtime will not be required to take time off in regular hours to make up for overtime worked but may take time off equivalent to overtime by mutual agreement.
- d) Overtime shall be based on the employee's regular rate of pay and there shall not be any pyramiding of overtime under this Article. Premium payment shall not be made on part-time dollars in lieu of benefits.
- e) If an employee is required to work an extra continuous shift as overtime, food will be available during such shift, in addition to overtime rates paid.
- f) An employee who is absent on paid time during their scheduled work week because of sickness, WSIB, bereavement, holidays, vacation, or union leave on scheduled days of work shall be considered as if they had worked during their regular scheduled hours during such absence for the calculation of eligibility for overtime rates.
- g) An employee who is absent because of sickness, Workers' Compensation, bereavement, holidays, vacation, or Union leave on scheduled days of work, shall be considered as if they had worked during their regular scheduled hours during such absence for the calculation of eligibility for overtime rates.

15.02 Article 15 shall apply to part-time employees, subject to the following provisions:

- a) i) Part-time employees will be available to work up to forty-eight (48) hours per pay period.
- ii) Part-time employees shall have the right to refuse any additional hours beyond forty-eight (48) hours per bi-weekly period without prejudice to their part time status providing the Employer is advised of such refusal within seven (7) days after the posting of the schedule. All part-time employees shall have the right to forty-eight (48) hours bi-weekly when hours are available, before any part-time employees exceed forty-eight (48) hours bi-weekly.
- b) Part-time employees will be called into work in order of seniority within their classification. Once all part-time employees have been called based on theirseniority within the classification then casual employees may be called.
- c) Part-time employees shall be scheduled to work in accordance with their seniority up to a maximum of forty-eight (48) hours per bi-weekly pay period.
- d) Once all part-time employees have been scheduled, the employer may then offer shifts to casual employees in order of seniority prior to offering any shiftoutside of the classification.
- e) Where employees wish to be called in for other classifications, they will be added to the bottom of that classification call-in list provided they have the skill,ability, and qualifications to perform the available work without training/orientation. Out of classification call-in's will be called after classification call-in list is completed.

ARTICLE 16 – HOLIDAYS

16.01 a) The recognized holidays for this Agreement are:

New Year's Day	July 1 st	Christmas Day
Family Day	Civic Holiday	Boxing Day
Good Friday	Labour Day	
Victoria Day	Thanksgiving Day	

- b) Employees shall be allowed one (1) additional day off, with pay, to be taken as a floating holiday, subject to the following.

Effective January 2nd, 2015 – add one (1) additional day off, with pay, to be taken as a floating holiday, subject to the following:

All employees must have worked their last scheduled working day before the holiday, the holiday if scheduled, and their first scheduled working day after the holiday unless excused for reasonable cause.

- i) The holiday will be taken at a time mutually agreed between the employee and their Supervisor. Employees will not request to take the holiday during the two (2) week period encompassing Christmas or New Years.
- ii) An employee shall submit a written request for the holiday, to their Supervisor prior to the posting of the schedule for full-time and part-time. Requests will be considered by seniority.
- iii) If by December 1st, an employee has not elected to take the holiday within the calendar year, they shall be paid for the holiday, the first pay period of December.

16.02 When work is performed on a statutory holiday, payment will be at time and one-half(1½) for all hours worked on the holiday in addition to the holiday pay.

If an employee who has worked the holiday so requests, they shall be granted a day off with pay in lieu of holiday pay, subject to the Employer's prior approval, which shall not be unreasonably denied. Such lieu day must be taken within a sixty (60) day period after the statutory holiday.

16.03 Where an employee is required to work authorized overtime in excess of seven and one-half (7½) hours on a paid holiday (but not including hours on their subsequent regularly scheduled shift) such employee shall receive two and one-half (2½) times their regular straight time hourly rate for such additional authorized overtime.

- 16.04
- a) During Christmas and New Year's, employees will be scheduled so that they will only be required to work:
 - i) Christmas Eve Day, Christmas Day, Boxing Day or
 - ii) Day before New Year's Day and New Year's Day and January 2.
 - b) Shift preferences will not be accepted.
 - c) Employees will alternate working Christmas and New Years from year-to-year within each department.
 - d) In the event that there is a sufficient number of employees in a given classification such that all employees are not required to work in accordance with (a), the most senior employees in that classification will have the option to be scheduled off for both Christmas and New Year's.
 - e) The Christmas schedule will be posted no later than December 1st.

ARTICLE 17 – VACATIONS

- 17.01 For the purpose of calculating eligibility, the vacation year will be the period from June 1st to May 31st, of the following year.
- 17.02 Employees who have less than six (6) months' service will receive vacation pay in the amount of four percent (4%) of their total earnings accrued up to and including May 31st of any given year.
- 17.03 Employees who have less than one (1) year's service, but more than six (6) months' service as of May 31st of any given year, will be granted one (1) week's vacation with pay at four percent (4%) of their total earnings inclusive of all overtime.
- 17.04 Employees with more than one (1) year of service but less than three (3) years of service as of May 31st in any given year, will be granted two (2) weeks' vacation with pay at four percent (4%) of their total earnings inclusive of all overtime.
- 17.05 Employees with more than three (3) years of service as of May 31st of any given year, will be granted three (3) weeks' vacation with pay at six percent (6%) of their total earnings inclusive of all overtime.
- 17.06 Employees with more than eight (8) years of service as of May 31st of any given year, will be granted four (4) weeks' vacation with pay at eight percent (8%) of their total earnings inclusive of all overtime.
- 17.07 Employees with more than fifteen (15) years of service as of May 31st of any given year, will be granted five (5) weeks' vacation with pay at ten percent (10%) of their total earnings inclusive of all overtime.
- 17.08 Employees with more than twenty-three (23) years of service as of May 31st of any given year, will be granted six (6) weeks vacation with pay at twelve percent (12%) of their total earnings inclusive of all overtime.
- 17.09 Employees with more than twenty-eight (28) years of service as of May 31st of any given year, will be granted seven (7) weeks vacation with pay at fourteen percent (14%) of their total earnings inclusive of all overtime.
- 17.10 All normal deductions made from an employee's pay will be made from the vacation pay. Vacation pay will be issued, by separate cheque, in accordance with the set vacation schedule and will be paid on the regular pay schedule in which the vacation is taken.
- 17.11 Employees shall make their vacation requests in writing twice annually, once by February 28 for vacations being taken from June 1st and up to November 30th in the vacation year, and again by July 31st for vacations being taken

from December 1st and up to May 31st. Vacation shall be approved by seniority and vacation approvals shall be posted by March 15 and August 15 respectfully.

When submitting vacation requests prior to the deadline, employees have the ability to request 3 additional weeks as alternate weeks in the circumstance their first choices are not available. If none of these weeks are available, the employer will contact the employee and check if they have further alternate weeks they may wish to request.

It is understood that for vacation requests submitted prior to the deadlines, full weeks shall take priority over single day requests.

All other vacation requests shall be granted on a first-come first-served basis and the employer shall respond in a timely manner after receiving the request. It is further understood that vacation requests referred to herein shall not be unreasonably denied.

When any approved vacations, submitted by the above deadlines are subsequently withdrawn and the employer permits another employee to take vacation during that period, the following shall apply: employees who requested the same period or part of such period prior to the deadline shall be offered such vacation, in seniority order, prior to employees who submitted requests for such period following the deadlines.

A maximum of three (3) employees in the Nursing Department, one (1) employee in Housekeeping, Laundry and Kitchen Departments and one (1) employee in Activities shall be allowed to take their vacations at any given time between July 1st and June 30th.

The employer may schedule additional vacation for employees in each department subject to the operational needs of the Home.

If an employee requests to have their total vacation weeks taken at one time, such request will not be unreasonably denied. It is agreed that during the months of June, July and August, employees will only be allowed a maximum of two (2) weeks' vacation time off.

Any additional vacation time during the time frame outlined shall be granted on a first come, first served basis beginning with the Monday of any given week.

- 17.12 Vacation week is defined to mean an employee shall be scheduled off work for seven (7) continuous days beginning with the Monday of any given week.
- 17.13 All vacation articles apply to part-time employees except where reference is made to "years of seniority". When applying years of service to part-time employees, "hours of work" shall be deemed to mean hours of work on the

basis of eighteen hundred (1800) hours equals one (1) years' service.

- 17.14
- a) Vacation leave in accordance with employee entitlement shall be mandatory for all employees.
 - b) Employees who fail to submit their vacation request in accordance with 17.11 shall be assigned vacation leave at the discretion of the Employer.
 - c) An employee shall not be permitted to accumulate their vacation from one year to another.
- 17.15
- Employees have the option of taking one (1) week of their vacation in the form of individual days off subject to the following:
- a) Provided employees are entitled to three (3) weeks vacation.
 - b) The scheduling of such days off shall be at the discretion of the Employer and will not unduly affect the operation of the home.
 - c) It is understood that five (5) individual days off is equal to one (1) week of vacation as defined in Article 17.12.
 - d) Pay for each individual day of vacation shall be prorated so that the total for the five (5) individual days will be the same as the amount the employee would have received for one (1) week vacation taken in continuous days.
 - e) Vacation pay cheques for individual days of vacation will not be issued separately.
- 17.16
- When a vacationing employee becomes seriously ill requiring them to be an inpatient in a hospital, the period of such illness shall be rescheduled as vacation, providing the employee provides satisfactory documentation of the hospitalization.

ARTICLE 18 – SICK LEAVE PROVISIONS

- 18.01
- The Employer shall arrange the following insurance coverage as soon as it can be arranged for full time employees subject to the terms of the contract with the insurer. Benefits will be effective upon the employee's successful completion of their probationary period.
- a) Weekly Indemnity
Employer pays 100% of the premium for a Weekly Indemnity plan to provide benefits on a 1/1/4/17 basis at 66 2/3% of normal earnings.

The Employer shall be entitled to the full UIC premium rebate. Weekly indemnity payments shall begin on the first (1st) day of accident or hospitalization and the fourth (4th) day of sickness for a maximum period of seventeen (17) weeks. Weekly Indemnity cheques shall be mailed directly to the employee from the Insurance Company.

- b) The Employer agrees to maintain their shared cost of all Health and Welfare for sick leave for the month sick leave commences and for the following four (4) months.
- c) On a maximum of two (2) occasions per calendar year, any employee who currently qualifies for the receipt of Weekly Indemnity Benefits, will be granted three (3) sick leave credits for the first illness, and two (2) sick leave credit for the second illness, to be utilized in conjunction with the W.I. Plan when benefit coverage is not effective until the fourth (4th) day of illness. Such credits shall be non-cumulative.

Sick leave means the period of time an employee is absent from work with or without full pay by virtue of being sick or disabled, or because of an accident for which compensation is not payable under the WSIB Act. Full-time employees are entitled to two (2) days sick leave per calendar year with pay. Sick leave is non-accumulative.

18.02 Sick Leave Defined – Full-time Employees

Sick leave means the period of time an employee is absent from work with or without full pay by virtue of being sick or disabled, or because of an accident for which compensation is not payable under the Workers' Safety Insurance Act.

18.03 Notification to Employer

Employees must notify the Employer if they are to be absent due to a 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.

18.04 Where the Employer requires an employee to provide a medical certificate for any reason, the Employer shall compensate the employee, upon submission of an official receipt, the physicians' fee to a maximum of thirty dollars (\$30.00).

18.05 An employee shall provide the Home two (2) weeks written notice prior to returning to work following an absence of three (3) months or more. In the event the said employee provides less than two (2) weeks notice, where requested by the employee, the employer will offer shifts, if available, to the

returning employee for the two (2) week period following which the returning employee will be returned to their regular shift rotation.

ARTICLE 19 – LEAVE OF ABSENCE

19.01 Personal Leave

The Department Managers may grant or refuse a request for a leave of absence without pay for extenuating personal reasons provided that they receive at least one (1) month's notice in writing, unless impossible, and that such leave may be arranged without undue inconvenience to the normal operations of the Nursing Home.

Applicants when applying must indicate the date of departure and specify the date of return.

If a leave of absence is granted, the employee shall be advised in writing with a copy to the Union.

To qualify for leaves of absence as stipulated above, the employee must have completed six (6) months of employment with the Employer and it is expressly understood, no benefit except as hereinafter provided shall accrue or be paid to any employee on leave of absence.

- a) Employees who are on leave of absence will not engage in gainful employment on such leave and if an employee does engage in gainful employment while on such leave, they will forfeit all seniority rights and privileges contained in this Agreement unless otherwise agreed by the Union and the Employer.
- b) An employee who has been granted a leave of absence of any kind and who overstays their leave, unless they obtain permission or provides satisfactory explanation, shall be considered to have terminated their employment without notice.

19.02 Leave for Union Conventions

Upon two (2) weeks written notice, the Home shall allow a maximum of three (3) employees at any one time, leave without pay to attend union conventions, conferences or seminars. Requests for leave shall be submitted to the Administrator, in writing, stating union business, at least two (2) weeks in advance. The aggregate total of such leaves shall not exceed fifty-five (55) days per calendar year. The Union agrees that such leave will not unduly affect the operation of the Home.

During such leave of absence, the employee's salary and benefits shall be maintained by the Employer, provided that the Union reimburses the Employer within sixty (60) days of the receipt of an invoice.

19.03

Bereavement Leave

- a) Upon the death of an employee's spouse (including same sex partner), child or stepchild an employee shall be granted leave up to a maximum of five (5) days without loss of pay, ending with the 2nd day following the day of the funeral.
- b) Upon the death of an employee's mother, father, stepparents, mother-in-law, father-in-law, brother, sister, brother-in-law, sister-in-law, legal guardian, grandparent, grandchildren, son-in-law or daughter-in-law, the employee shall be granted leave up to a maximum of three (3) days without loss of pay ending with the day of the funeral.
- c) An employee shall be granted one (1) day bereavement leave without loss of pay on the death of their aunt or uncle, niece, or nephew.
- d) It is agreed that this leave is to apply only where the employee is in attendance at the funeral and pay for such days of absence is limited to the days actually missed from work as per the employee's scheduled working days. If the funeral is not attended, the paid leave shall be limited to two (2) days ending not later than the day of the funeral.
- e) In the event of a spring internment, an employee may save one of the days identified above without loss of pay to attend the internment.
- f) Upon request, the employee will provide the Employer with proof of attendance at the funeral.
- g) An employee will not be eligible to receive payment under the terms of Bereavement Leave for any period in which they are receiving payments for holiday pay or vacation pay. It is understood that if an employee is on sick leave and attends the funeral, that the Bereavement Leave will not be charged against sick leave accumulated.
- h) Where it is necessary because of distance, the employee may be provided up to four (4) days additional unpaid leave.
- i) Where an employee's scheduled vacation is interrupted due to the above, the proportion of the employee's vacation interrupted shall be deemed to be bereavement leave and the employee will be entitled to reschedule the vacation credits at another time.

19.04

Pregnancy and Parental Leave

- a) Pregnancy and parental leaves will be granted in accordance with the *Employment Standards Act of Ontario* unless otherwise amended.
- b) An employee who is pregnant shall be entitled, upon application to pregnancy leave and parental leave immediately thereafter. Pregnancy

leave shall be granted for seventeen (17) weeks and may begin no earlier than seventeen (17) weeks before the expected birth date. The employee shall give the Employer two (2) week's notice, in writing, of the day upon which they intend to commence their leave of absence, unless impossible, and furnish the Employer with a certificate of a legally qualified medical practitioner stating that they are pregnant and giving the estimated day upon which delivery will occur.

- c) The employee must have started employment with their Employer at least thirteen (13) weeks prior to the expected date of birth.
- d) The employee shall give at least two (2) weeks written notice of their intention to return to work. The employee may, with the consent of the Employer, shorten the duration of the leave of absence requested under this Article upon giving the Employer four (4) weeks' notice of their intention to do so, and furnishing the Employer with a certificate of a legally qualified medical practitioner stating that they are able to resume their work.

Additional leave of absence may be taken under Article 19.05 Parental Leave.

- e) An employee who does not apply for leave of absence under Article 19.07 (b) and who is otherwise entitled to pregnancy leave shall be entitled to and may be granted a medical leave of absence upon providing the Employer, before the expiry of two (2) weeks after they ceased to work, with a certificate of a legally qualified medical practitioner stating that they were not able to perform the duties of their employment because of a medical condition arising from their pregnancy, and giving the estimated day upon which, in their opinion, delivery will occur or the actual date of their delivery.
- f) During the period of leave, to a maximum of sixty-one (61) weeks in duration if the employee also took pregnancy leave and sixty-three (63) weeks in duration if they did not, the Employer shall continue to pay the Employer's portion of hospital, medical, dental, group life, pension and other benefits included and prescribed by the *Employment Standards Act* if the employee elects, in writing, to continue their share of the premiums. If deductions for the employee's share are required, the employee shall make such payment to the Employer on or before the first day of each month for the duration of the leave.
- g) An employee who intends to resume their employment on the expiration of the leave of absence granted to them under this article shall so advise the Employer when they request the leave of absence. If a full-time employee returns to work at the expiry of the normal pregnancy or parental leave, and the employee's former permanent position still exists, the employee will be returned to their former job, former shift, if

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

- h) When the Employer has suspended or discontinued operations during the leave of absence and has not resumed operations upon the expiry thereof, the Employer shall, upon resumption of operations reinstate the employee to their employment or to alternate work in accordance with the established seniority system or practice of the Employer in existence at the time the leave of absence began and in the absence of such a system or practice shall reinstate the employee in accordance with the provisions of Article 19.04 (g).
- i) Credits for service for the purpose of salary increments, vacations, or any other benefit included and prescribed under the *Employment Standards Act* shall continue and seniority shall accumulate during the leave.
- j) Upon expiry of seventeen (17) weeks pregnancy leave, an employee may immediately commence parental leave, as provided under Article 19.05 of this Agreement. The employee shall give the Employer at least two (2) week's notice, in writing, that they intend to take parental leave.

SUB Payments

Notwithstanding Article 19.04 b) above, an employee must complete ten (10) months of continuous service prior to the expected date of birth to be paid a supplemental Employment Insurance Benefit.

An employee on pregnancy leave who is in receipt of Employment Insurance pregnancy leave benefits shall be paid a supplemental Employment Insurance Benefit.

That benefit will be the equivalent to the difference between of their regular weekly earnings and the sum of their weekly rates of Employment Insurance Benefits. In any week, the total amount of SUB payments and the weekly rate of E.I. benefits will not exceed 75% for 15 weeks of the employee's regular weekly earnings.

Vested Interest – Employees do not have the right to SUB payments except for supplementation of E.I. benefits during the unemployment period as specified in the plan.

Other Income – Payments in respect to guaranteed annual remuneration or in respect of deferred remuneration or severance pay benefits are not reduced or increased by payments received under this plan.

Such payment shall commence after the one (1) week employment insurance waiting period and shall continue while the employee is in

receipt of such benefits for a maximum period of seventeen (17) weeks.

The employee's regular weekly earnings shall be determined by multiplying their regular hourly rate on their last day worked prior to the commencement of the leave times their normal weekly hours.

The regular hourly rate shall be calculated to include all of the employee's insurable earnings as defined by the Employment Insurance System.

The SUB top-up by the Home would not take into account E.I. insurable earnings from sources other than this facility.

19.05 Parental Leave

- a) 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 a child or the date the child first came into care or custody of the employee, shall be entitled to parental leave.
- b) 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.
- c) Parental leave must begin within seventy-eight (78) weeks of the birth of the child or within seventy-eight (78) of the day the child first came into the custody, care and control of the parent. For employees on pregnancy leave, parental leave will begin immediately after pregnancy leave expires. Parental Leave shall be granted for up to sixty-one (61) weeks in duration if the employee also took pregnancy leave and sixty-three (63) weeks in duration if they did not.
- d) The employee shall give the Employer two (2) weeks written notice of the date the leave is to begin. 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.
- e) For the purpose of parental leave under Article 19.05 Parental Leave, the provisions under 19.04 a), f), g), h), i) and j) shall also apply.
- f) 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.

19.06 Jury or Court Witness Duty

The Employer shall grant leave of absence without loss of seniority to an employee who serves as a juror or subpoenaed witness in any court. The Employer shall pay such an employee the difference between their normal earnings and the payment they receive for jury service or court witness duty, excluding payment for travelling, meals, or other expenses. The employee will present to the Employer proof of service and the amount of pay received.

The employee is required to notify the Employer as soon as possible for the selection of jury or witness in any court.

19.07 Workplace Safety Insurance Board

- a) Where an employee seeks medical attention due to illness or injury which is compensable by Workplace Safety Insurance Board the employee shall provide the Employer with a Treatment Memorandum which states:
 - i) Injury sustained by the employee.
 - ii) Restrictions which would apply to the employee's immediate return to work.
 - iii) Anticipated date of return to regular duties.
- b) Where the physician is restricted from billing Workplace Safety Insurance Board for this Treatment Memorandum, the Employer shall compensate the employee, upon submission of an official receipt from the physician to a maximum of thirty dollars (\$30.00).
- c) Where an employee is absent due to illness or injury which is compensable by Workplace Safety Insurance Board, the following shall apply:
 - i) The Employer shall continue to pay its share of any and all health and welfare benefits for twelve (12) months following the date of illness or injury provided the employee agrees to continue their share of the premiums by the first day of each month in which the premiums are due during such twelve (12) month period.
 - ii) Subsequent to the period referred to in (i) above, benefit coverage may be continued by the employee, provided the employee pays the total cost of the premium to the Employer by the first day of each month during the absence.
 - iii) The employee will not be eligible for paid holidays, sick leave, uniform allowance, or any other benefits of this Agreement, except where specified otherwise, during any absence covered by Workplace Safety Insurance Board.

- iv) Provided that the employee returns to work within fifty-two (52) consecutive weeks of the date of illness or injury, time spent on Workplace Safety Insurance Board shall be considered as time worked for the purpose of calculating the current year's vacation entitlement under the terms of the Agreement, but W.S.I.B. payments shall not be counted as wages earned.
- d) In the case of absence due to a compensable accident, where the anticipated length of such absence is three (3) months or more, the Employer will post notice of the vacancy in accordance with the Job Posting Procedure (Article 12) of this Agreement. Where the anticipated absence is less than three (3) months, the Employer may fill the position at their discretion.
- e) The injured employee shall have a period of two (2) years from the date of the injury within which they shall preserve the seniority which they had accrued up to the time of three (3) months from the date of injury within which they shall have the right to return to work upon the recommendation of the Workplace Safety Insurance Board or the attending physician, provided the Workplace Safety Insurance Board or physician certify that the employee has the physical capability to perform their normal job.
- f) If an employee returns to work within the two (2) year period mentioned in (e) they shall be returned to their former job, or to work of a comparable nature at the same salary level and without loss of seniority or benefits accrued to the date of three (3) months following the date of injury.
- g) If, on the recommendation of the Workplace Safety Insurance Board or the attending physician, the employee is capable only of performing work of a different kind, or of a lighter nature, and such work is available within the employ of the Employer, in a job which is covered by this Agreement, and the employee is capable of performing the work in question, then the returning employee may exercise their seniority by bumping into the job, at the applicable salary level, displacing the employee with the least seniority in the classification provided that they satisfy Article 13.04.

19.08 Educational Leave

A leave of absence, without pay, to take further education related to the employee's work with the Home may be granted upon written application by the employee to the Administrator of the Home. The Employer encourages employees to take further education related to the employee's work and may arrange the shifts of employees (without affecting other employees' permanent rotation) attending courses or seminars to permit such attendance.

- a) Employees may request reimbursement of the cost of the course subject to the following:
 - i) Written application for reimbursement is made prior to the commencement of the course.
 - ii) Written approval for reimbursement is received from the Employer.
- b) If prior approval of the Employer has been given, the Employer agrees to pay one hundred percent (100%) of the cost of the course after one (1) year subject to the following:
 - i) Proof of successful completion.
 - ii) The employee remains with the Employer for one (1) year after the course is completed.
 - iii) Payment to be received the first pay after one (1) year.

19.09

- a)
 - i) All leaves of absence, unless otherwise specified, shall be without pay and without loss of or accrual of seniority.
 - ii) Unless otherwise specified, the Employer shall pay their share of health and welfare benefits for the month in which the absence commences, following which, the employee will become responsible for full payment of employee benefits in which they are participating, for the period of the absence, providing the employee pays the total cost of the premium to the Employer by the first day of each month during the absence.
- b) An employee's failure to submit payment for benefits in accordance with the provisions of this Article shall result in the discontinuation of all benefits.

The Employer shall notify employees in writing of their responsibilities to make their share of benefit payment when they begin their leave.

19.10

The Employer agrees to maintain their shared cost of all Health and Welfare Benefits for sick leave for the month sick leave commences and for the following four (4) months and a full-time employee shall continue to accumulate seniority for the first four (4) months while on sick leave.

ARTICLE 20 – PAYMENT OF WAGES AND ALLOWANCES

20.01 **Pay Days**

The Employer agrees that employees will be paid on alternate Thursdays. It is understood that the time required by the bank to process a payroll may result in a payday being Friday at Easter and Christmas/New Year's.

In the event the Employer makes an error on an employee's pay, the correction will be made in the pay period following the date on which the overpayment comes to the Employer's attention. If the Employer error results in an employee being underpaid by one (1) day's pay or more, the Employer will provide payment for the shortfall within three (3) business days from the date it is notified of the error. If the Employer error results in an employee being overpaid by one (1) day's pay or more, a repayment schedule for the overpaid monies as mutually agreed between the Employer and the employee.

20.02 Equal Pay for Equal Work

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

20.03 Pay During Temporary Transfers

When an employee temporarily relieves in or performs the principal duties of a higher paying position, they shall receive the rate for the job where their seniority takes them. When an employee is temporarily assigned to a lower paying position than their own, their rate shall not be reduced.

20.04 Responsibility Allowance

- a) When the Employer temporarily assigns an employee to carry out the responsibilities of a salaried employee outside of the bargaining unit, the employee shall receive an allowance of two dollars (\$2.00) for each hour or part thereof worked.
- b) 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, the employee shall receive an allowance of two dollars (\$2.00) for each hour or part thereof worked.

20.05 Payment for In-Service

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

20.06 a) Shift Premium

When the majority of hours worked by an employee occur between 1500 hours and 0700 hours of the following day, such employee shall receive twenty-seven cents (\$0.27) per hour for all hours worked in their shift.

Effective the first full pay period following the date of the award:

When the majority of hours worked by an employee occur between 1500 hours and 0700 hours of the following day, such employee shall

receive thirty cents (.30) per hour for all hours worked in their shift.

b) Weekend Premium

A weekend premium of thirty-five cents (\$0.35) effective in the first pay period after ratification per hour worked will be paid between the start of the shift commencing on or about 2300 hours Friday to the end of the shift ending on or about 2300 hours Sunday.

20.07 **Uniform Allowance**

The Employer agrees to provide, effective on the successful completion of probation, all full-time employees with a uniform allowance of ten dollars (\$10.00) per month and all part-time employees with a uniform allowance of five dollars (\$5.00) per month.

Commencing the second pay period following the award, effective on the successful completion of probation, the Employer agrees to provide all part-time employees with a uniform allowance of six dollars (\$6.00) per month.

Payment will be made by separate cheque on the first pay period of December of each year or upon termination.

20.08 Locker facilities will be provided for the employees' convenience.

20.09 **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 1800 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 1800 hours/ft anniversary).

20.10 **Surge Training**

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

ARTICLE 21 – EMPLOYEE BENEFITS

21.01 a) Major Medical

The Employer pays one hundred percent (100%) of the premium cost of 10/20 deductible plan with vision care rider.

Increase coverage to \$300.00 every two (2) years family or single, for every twenty-four (24) months – Premiums 100% paid by the Employer.

Plan to include Medical Card for out of Province and Country Health Coverage.

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.

Paramedical: Physio, massage and chiropractic – Effective January 1, 2021 increase coverage by fifty dollars (\$50.00) to three hundred and fifty dollars (\$350.00) per person per benefit year.

b) Life Insurance

One hundred percent (100%) Employer paid. The Life Insurance shall be \$25,000.00.

c) Dental Plan # 9 – 25/50 Deductible Plan

Effective January 1, 2021, premium payments shall be fifty percent (50%) Employer paid and fifty percent (50%) employee paid with updating the current O.D.A. schedule of fees annually.

d) Where there is a dispute between the employee and the Insurance provider regarding the employee's entitlement to benefit coverage or payment, the Employer shall:

- i) Meet with the employee, with a Union Steward if they desire, to review the issue and receive pertinent information about the dispute.
- ii) Investigate the matter with the Insurance provider in order to establish the facts related to the dispute.
- iii) Where the facts indicate the employee's entitlement to benefit coverage or that payment is justified, relative to the terms of the contract with the Insurance provider, the Employer shall advocate on the employee's behalf to ensure that the terms of the contract are properly applied.

- iv) Meet with the employee to review the outcome of the investigation and the rationale for the decision made.
- e) The Employer agrees to maintain their shared cost of all health and welfare forsick leave (save for the month sick leave commences and for the following four (4) months).
- f) The Employer shall provide to each person a copy of the current information booklets for those benefits provided under this Article. The Union shall be provided, upon request, with the terms of the contract of the insurer for the welfare benefits.
- g) Master Policy
Upon request the Union shall be provided with a current copy of the Master Policy of all Insured benefits.

21.02 Health and Welfare Part-time Employees:

The benefits provided under Article 21 of the full time Agreement are not applicable to part-time employees with the exception of Article 22 (Pension Plan) which will apply to part-time employees after they have completed nine hundred seventy-five (975) hours of work.

Effective on the completion of probation part-time employees will be paid in lieu of benefits provided under Article 21 of this agreement, fifty cents (\$0.50) per hour worked. Such payment shall be paid every two (2) week period.

Effective the date of the arbitration award (i.e., effective March 6, 2013), the in lieu of benefits payment will be amended to 6% for all hours worked, effective on the completion of probation. Such payment shall be paid every two (2) week period.

ARTICLE 22 – PENSION

22.01 Pension Plan

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

“Applicable Wages” means the basic straight time wages for all hours worked, including:

- i) The straight time component of hours worked on a holiday
- ii) Holiday pay, for the hours not worked, and
- iii) Vacation pay

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

- b) Commencing January 1st, 1995 each eligible employee covered by this Collective Agreement shall contribute from each pay cheque an amount equal to four percent (4%) of applicable wages to the Plan. The Employer shall match such contributions, the amount being four percent (4%) of applicable wages.
- c) The employee and Employer contributions shall be paid 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 obligated to contribute towards the cost of benefits provided by the Plan, or to 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 is required by the Collective Agreement in force between the parties.

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

- 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 P8m 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 disc, manual records or otherwise. In the event 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 the Employer are unable to agree on the form of such access, a mutually acceptable 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 shall be borne by the Plan.

For further specificity, the terms required for each eligible employee by Article 22.01 (e) of the Agreement are:

- i) To Be Provided Once Only at Plan Commencement Date of Hire
Date of Birth
Date of first Remittance
Seniority List (for the purpose of calculating past service credit)
 - ii) To Be Provided with Each Remittance Name
Social Insurance Number
Monthly Remittance 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 it they are Readily Available Gender
Marital Status
- f) The Union will not propose any change above four percent (4%) for the employee's contribution rate and four percent (4%) for the Employer's contribution rate earlier than five (5) years from the February 1, 1993 expiry date of the previous Collective Agreement.

ARTICLE 23 – TECHNOLOGICAL CHANGES

23.01 The Employer undertakes to notify the union in advance so far as is practicable, of any technological changes which the Employer has decided to introduce which will significantly change the status of employees within the bargaining unit.

The Employer agrees to discuss with the union the effect of such technological changes on the employment status of employees and to consider practical ways and means of minimizing the adverse effect, if any, upon employees concerned.

ARTICLE 24 – GENERAL CONDITIONS

24.01 Bulletin Boards

The Employer shall provide one (1) bulletin board which shall be placed so that all employees will have access to it and upon which the Union shall have the right to post notices of regular meetings, special meetings, seminars or Union activities, list of executives and any other related material. All notices shall be approved by the Administrator or their designate before such notices are posted. Such approval will not be unreasonably denied.

24.02 Copies of Agreement

The cost of printing shall be shared equally by the Union and the Employer, provided both parties agree with the printing cost quotation in advance of the printing. Such agreement or cost approval shall not be unreasonably withheld by either party.

24.03 Plural or Feminine Terms May Apply

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

24.04 The clauses and terms set out in the Collective Agreement shall apply to all part-time employees except as expressly provided.

24.05 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 Retroactive payment to be made within sixty (60) days of the date of ratification or arbitration award to employees employed at the date of ratification or date of award. Such retroactive payment shall be applied to wages only on the basis of all hours worked.

- 25.02 The Employer shall provide written notice to former employees who have terminated their employment after June 21st, 2011, and such former employee had completed their probationary period. Such written notice shall be sent via regular post to the last known address of the employee on file with the Employer. Such former employee shall have thirty (30) working days from the posting date of the written notice within which to claim any payment and failing claim for such payment, the Employer shall not be further obligated for payment to such former employee.
- 25.03 It is the sole responsibility of the employee to ensure that they provide the Employer with written confirmation of their current proper address and telephone number at all times during the course of their employment.
- 25.04 The Employer will endeavour to pay all retractive monies by separate cheque.

ARTICLE 26 – TERM OF AGREEMENT

- 26.01 This agreement shall be binding and remain in effect until December 31, 2024 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 24th day of November 2025.

FOR THE UNION:

[Handwritten Signature]

Julie O'Brien

Renee Ellis (Nov 24, 2025 13:03:45 EST)

FOR THE EMPLOYER:

N. Vijayakanthan

 mw*cope 491
 KG/COPE491

LETTER OF INTENT

Between

OMNI Quality Living – Springdale Country Manor

And

CANADIAN UNION OF PUBLIC EMPLOYEES and its Local 4862

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** _____

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

LETTER OF UNDERSTANDING

between

Omni Quality Living – Springdale Country Manor

and

CANADIAN UNION OF PUBLIC EMPLOYEES and its Local 4862

SCHEDULING – DIETARY AND LIFE ENRICHMENT (ONLY)

Notwithstanding the provisions of Article 14.05, 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 24th day of November 2025.

FOR THE UNION:

FOR THE EMPLOYER:

[Handwritten signature]

Julie O'Brien

Printed Name: Julie O'Brien

Rensselaer County (Nov 24, 2025 13:03:45 EST)

[Handwritten signature]

LETTER OF UNDERSTANDING

between

Omni Quality Living – Springdale Country Manor

and

CANADIAN UNION OF PUBLIC EMPLOYEES and its Local 4862

CASUAL PART-TIME EMPLOYEES: AVAILABILITY

Whereas the parties are desirous of working together to resolve certain scheduling issues at Springdale Country Manor.

Now therefore the parties agree as follows:

Casual Part-time employees shall provide the employer their availability for scheduling at least one week prior to the posting of each schedule.

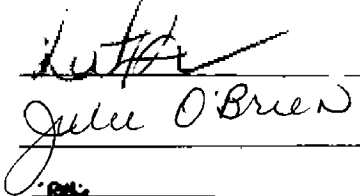
Such availability shall include a minimum of at least two (2) of the four (4) weekends on the schedule. Nothing prevents a casual part-time employee from making themselves available for more weekends.

The employer may add the casual employees to the schedule once all full time and parttime employees have had the opportunity to acquire those shifts at a straight time.

This letter shall have force and effect for the life of the renewed Collective Agreement to which it is attached. For greater clarity, the terms of this Letter will expire with the ratification of a Memorandum of Settlement or the release of an Interest Arbitration Award for the renewal agreement, unless otherwise agreed by the parties.

Signed this 24th day of November 2025.

FOR THE UNION:



Julie O'Brien

Printed Name (Nov 24, 2025 13:03:45 EST)

FOR THE EMPLOYER:



LETTER OF UNDERSTANDING

between

Omni Quality Living – Springdale Country Manor

and

CANADIAN UNION OF PUBLIC EMPLOYEES and its Local 4862

SIGN UP FOR NEEDS LIST PROTOCOL

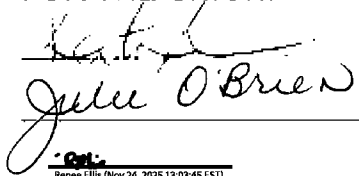
The sign up for needs is intended to allow the opportunity for employees to fill vacant shifts prior to the schedule being posted.

The intention of the sign up for needs is not to replace the Call-in procedure but is to be used as an aid to distribute shifts that are needed to be replaced.

- The needs list is used to cover shifts during a schedule cycle that are known to be vacant before the schedule is posted.
- The needs list will be posted 11 days before the posting of the work schedule. The needs list shall also indicate the date it will be pulled down which shall be 3 days before the schedule is due to be posted.
- All part-time and full-time employees, excluding casual part-time, who want any of the shifts shown on the needs list will indicate this by writing their names beside the shifts.
- The shifts will be awarded by seniority.
- Anyone who would be in an overtime situation or if the shift assignment would violate the collective agreement, will not be awarded shifts.
- Finished schedules will be posted in a visible locations where all employees have access.
- Subsequent to the schedule being posted a master list of all vacant shifts shall be posted and such shifts shall be made available to employees on a first come first served basis, regardless of straight time or overtime.

Signed this 24th day of November 2025.

FOR THE UNION:



Renee Ellis (Nov 24, 2025 13:03:45 EST)

FOR THE EMPLOYER:

N. Vijayakanthan

LETTER OF UNDERSTANDING

Between

Springdale

And


CANADIAN UNION OF PUBLIC EMPLOYEES and its Local 4862

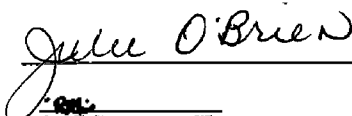
ARTICLE 14.05 – TIME OFF BETWEEN SHIFTS


Any employee who currently does not have 12 hours off between their regularly scheduled shifts shall be given the opportunity to forgo their rights under Article 14.05 and remain with their current schedule.

Signed this 24th **day of** November **2025.**


FOR THE UNION:






Renee Ellis (Nov 24, 2025 13:03:45 EST)

FOR THE EMPLOYER:



SCHEDULE "A"

January 1, 2023 to December 31, 2024

SCHEDULE "A"				
January 1, 2023 to December 31, 2024				
2023 – 3.5% 2024 – 3.5%				
CLASS	EFFECTIVE	START	1 YEAR	2 YEARS
RPN	1-Jan-23	\$27.57	\$28.15	\$28.52
	1-Jan-24	\$28.54	\$29.14	\$29.52
HCA/PSW*	1-Jan-23	\$25.69	\$25.90	\$26.95
	1-Jan-24	\$26.59	\$26.81	\$27.89
Nurses Aides*	1-Jan-23	\$25.38	\$25.67	\$26.70
	1-Jan-24	\$26.27	\$26.57	\$27.63
Laundry Dietary Housekeeping Activity Aides	1-Jan-23	\$22.11	\$22.46	\$23.48
	1-Jan-24	\$22.88	\$23.25	\$24.30
*Includes a \$3.00 PWE increase effective January 1, 2023				

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

1. **Health Care Aides Premium:**

Employees or RPN's working as Nurses Aides shall receive twenty cents (\$0.20) per hour above their applicable classification rate providing such employees, other than RPN's hold a Health Care Aide or Personal Support Worker Certificate.

2. **Employees who work as Activity Aides and who hold a Health Care Aide/Personal Support Worker Certificate, or a Recreation Certificate shall receive twenty cents (\$0.20) per hour above their applicable classification rate.**

3. Employees who perform cooking duties from 0600 – 0800 hours daily and in the absence of the Food Service Supervisor will be paid twenty-five (\$.25) per hour above their applicable classification.

Employees who hold a Food Service Worker Certificate will be paid a premium of ten cents (\$.10) per hour for all hours worked as a dietary aide or cook.

4. Schedule "A" wage rates apply to part-time employees, except part-time employees shall progress on the wage grid according to hours of service based on eighteen hundred (1800) hours worked and paid equals one (1) year of.