

COLLECTIVE AGREEMENT

BETWEEN:

955464 ONTARIO LIMITED CARRYING ON
BUSINESS AS VALLEY PARK LODGE
(Niagara Falls)

(hereinafter called the "Employer")

OF THE FIRST PART

AND:

CANADIAN UNION OF PUBLIC EMPLOYEES,
LOCAL 1263

(hereinafter called the "Union")

OF THE SECOND PART

January 1st, 2025 to December 31st, 2026

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ARTICLE 1 - PURPOSE

- 1.01 The purpose of this Agreement is to set forth formally the rates of pay, hours of work and other working conditions, which have been mutually agreed upon, along with procedures for dealing with grievances and complaints and to promote orderly and harmonious relations between the Employer and its employees.
- 1.02 It is agreed that it is in the mutual interest of the Home and the employees, to provide for the efficient operation of the Home and the methods which will further the morale and well-being of the employees and the residents and economy of the operations.
- 1.03 It is recognized by this Agreement to be the desire of the Home and the Union to co-operate fully, individually and collectively for the advancement of these conditions.
- 1.04 The parties of this Collective Agreement agree to review and acknowledge the abuse policy of CONMED as amended.

ARTICLE 2 - SCOPE AND RECOGNITION

- 2.01 The Employer recognizes the Union as the sole bargaining agent for all employees of 955464 Ontario Limited carrying on business as Valley Park Lodge at its Valley Park Lodge, Niagara Falls, save and except professional medical staff, registered nurses, graduate nurses and undergraduate nurses, supervisors, persons above the rank of supervisor, office staff. The above is subject to the terms of the clarity note set out in the Labour Board's decision of March 22, 1985.

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- 2.02 The Employer undertakes that they will not enter into any other agreement of contract with those employees for whom the Union has the bargaining rights either individually or collectively which will conflict with any of the provisions of this Agreement.
- 2.03 Full time employee means an employee in the bargaining unit who regularly works more than 22½ (twenty-two and one half) hours per week. Part time employee means an employee in the bargaining unit who regularly works not more than 22 ½ (twenty-two and one half) hours per week.
- 2.04 Persons not covered by the terms of this Agreement will not work on jobs which are normally done by employees covered by this Agreement except for purposes of instruction, experimenting or in emergencies when other employees are not readily available.

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

ARTICLE 3 - UNION SECURITY

- 3.01 Each of the parties hereto agrees that there will be no discrimination, interference, restraint or coercion exercised or practised upon any employee because of membership or non-membership in the Union or because of any reason prescribed in the Ontario Human Rights Code.
- 3.02 The Employer agrees to deduct from the wages of each employee beginning from the first day of employment the amount of regular monthly Union dues as certified by the Union during the term of this Agreement.
- 3.03 Dues deducted shall be remitted to the Secretary-Treasurer of the Local Union on or before the 25th day, if possible, but not later than the last day of the month in which they were deducted. The Union agrees to keep the Employer harmless and indemnified from any claims against it by an employee, which arises out of any deduction under this Article.
- 3.04 The Employer shall send each month to the Union office the names, addresses and phone numbers of all employees who have completed their probationary period in that month together with a list of all employees and the amount of Union dues deducted.
- 3.05 The Employer agrees to inform new employees with the fact that a Union Agreement is in effect and with the conditions of employment regarding Union Security and Dues Check-Off.
- 3.06 On commencing employment or prior to completion of probation, the employee's immediate supervisor shall introduce the new employee to their Joint Health and Safety Representative who will give a brief overview of the function of the Health and Safety committee, and Union Steward or representative, who will provide them with a copy of the Collective Agreement,

when available, upon completion of probationary period. It is agreed that this meeting will take no longer than 15 (fifteen) minutes.

- 3.07 All correspondence between the parties, arising out of this agreement or incidental thereto, shall pass to and from the designated representative of the Employer and the Unit Officer of the Union, with a copy to the CUPE Local 1263's Office.
- 3.08 The Employer shall provide bulletin boards which shall be placed so that all employees have access to them and upon which the Union shall have the right to post notices of meetings and such other notices as may be of interest to the employees.

ARTICLE 4 - NO STRIKES OR LOCKOUTS

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

ARTICLE 5 - NO DISCRIMINATION

- 5.01 The Employer agrees that there will be no discrimination in accordance with the Human Rights Code.
- 5.02 Partner is defined as a person with whom the employee has a marital common law relationship.

ARTICLE 6 - MANAGEMENT RIGHTS

- 6.01 The Union acknowledges that all management rights and prerogatives are vested exclusively with the Employer and without limiting the generality of the foregoing, it is the exclusive function of the Employer:
- (a) to determine and establish standards and procedures for the care, welfare, safety and comfort of the residents in the Nursing Centre;
 - (b) to maintain order, discipline, efficiency and in connection therewith to establish and enforce reasonable rules and regulations, copies of which will be supplied to the Union;
 - (c) to hire, transfer, layoff, recall, promote, demote, classify, assign duties, discharge, suspend or otherwise discipline employees, provided that a claim of discriminatory transfer, promotion, demotion of classification or a claim that an employee who has completed their probationary period has been discharged or disciplined without just cause may be the subject of a grievance and dealt with as hereinafter provided;

(d) to have the right to plan, direct and control the work of the employees and the operations of the Nursing Home.

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

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

ARTICLE 7 - UNION COMMITTEE AND STEWARDS

7.01 The Employer will recognize a Unit Officer and two (2) Stewards at the Nursing Home, all selected from the members of the bargaining unit, who have completed their probationary period. Not more than two (2) of these employees shall meet with Management at any one time. The Employer shall be advised in writing of the names of the Unit Officer and Stewards.

7.02 The Union acknowledges that the Unit Officer and Stewards must continue to perform their regular duties, and that so far as possible, all their Union activities will be carried on outside their regular working hours unless otherwise mutually arranged.

The Unit Officer or Steward when required to meet with Management during their working hours shall not lose any regular wages during such time.

7.03 A Union bargaining committee shall be elected or selected and shall consist of not more than three (3) members of the bargaining unit, one (1) being the Unit Officer. The President and Vice President - Private Homes of CUPE Local 1263 shall be added to the Committee if those officers are not members of the bargaining unit. The Union will advise the Employer of the Union members of the Committee.

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

ARTICLE 8 - GRIEVANCE PROCEDURE

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

(a) Formal Complaint Stage

An employee shall take up any complaint with their immediate supervisor within seven (7) working days of the actual occurrence leading to the grievance. The supervisor shall meet with the employee to discuss the complaint. At this meeting the employee shall have the right to be accompanied by a union steward. The supervisor shall inform the employee of this right prior to the meeting, and if the employee indicates a desire for the presence of a steward, shall arrange for the same. The employee may in writing decline to have a steward present. The supervisor shall provide a reply in writing within seven (7) working days of the meeting.

(b) Step 1

Failing settlement at the formal complaint stage, the grievance may be forwarded to the Administrator or their designate within seven (7) working days of the Supervisor's decision. Within seven (7) working days of receipt of the decision, a meeting will be scheduled between the Administrator or their designate and the employee who shall be accompanied by their Steward, Vice President - Private and, if required by either party, the National Representative of the Union. The decision of the Administrator or their designate shall be given in writing within seven (7) working days following this meeting.

Within the seven (7) working days a confirmed date to hear the Grievance will be set, the date set will be within thirty (30) days of the written Grievance being submitted.

(c) Mediation

Upon agreement by the parties, the time limits as set out in Article 8, for the submission of a grievance to Arbitration may be extended to allow sufficient time for a Grievance Mediator to meet with the parties to attempt to resolve the grievance.

If no settlement is reached in mediation, the time limits to apply for Arbitration will commence the day after the mediation meeting.

(d) Should the Administrator or their designate fail to render their decision as required in Step 1, or failing settlement at Step 1, the grievance may be referred to Arbitration within fifteen (15) working days of the Administrator's or their designates decision in accordance with Article 9.01.

8.02 Investigation

- (a) The Employer may require an employee to immediately leave the work place pending further investigation, however, whenever the Employer deems it necessary to censure an employee in a manner indicating that dismissal or suspension may follow or suspend or discharge such employee, the Unit

Officer or a Steward shall meet with the employee and the Employer to discuss the matter within five (5) working days from when the Employer first had knowledge of the incident. The Employer shall, within five (5) days thereafter, give written particulars of such action to the employee with copies to the Vice President - Private Homes and Unit Officer.

An Employee will have the ability to request union representation during any meeting that has been requested by the Employer.

Should an employee not want a Union Representative to be present they shall inform the Employer of their wishes and sign a statement to that effect, with a copy sent to the Union. In such case the Employer shall not be obliged to have a Union Representative present.

- (b) A claim by an employee that they have been unjustly disciplined shall be treated as a grievance if a written statement of such grievance is lodged with the Administrator of the Home within five (5) days of the occurrence. Within five (5) days of the grievance being filed, the Administrator shall meet with the grievor and Steward, Vice President - Private Homes and/or Unit Officer. The Administrator shall reply to the grievance within five (5) working days of the meeting.
- (c) Such special grievances may be settled by confirming the Employer's actions in dismissing, suspending or disciplining the employee or by reinstating the employee or by any other arrangement by the conferring parties or by the decision of an Arbitration Board if the matter is referred to such a Board.

8.03 Group and Policy Grievances

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

- 8.04 It is expressly understood that the provisions of Article 8.03 may not be used by the Union to institute a grievance directly affecting an employee or employees which such employee or employees could have themselves instituted and the provisions of Article 8.01 shall not thereby be bypassed. In the event that two (2) or more employees have grievances relating to the interpretation, application, administration or alleged violation of this Agreement which are sufficiently common in nature that they may be conveniently dealt with together, such grievances shall constitute a group grievance and it shall be presented at Step 1. A grievance involving two (2) or more employees shall be presented by not more than two (2) of the employees in the group grievance.

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- 8.05 Any of the time limits above may be extended by mutual agreement of the parties.
- 8.06 The Unit Officer or Steward must be at any disciplinary or discharge meeting, copies of any disciplinary or discharge notice will be given to the Unit Officer or Steward and will be forwarded to the Union Office.
- 8.07 An employee shall have the right to review their personnel record.
- 8.08 In determining the time within which any action is to be taken or completed under the terms of this Article, such time limits shall be exclusive of Saturdays, Sundays and Holidays.
- 8.09 Any disciplinary notation or warning in writing shall be removed from an employee's record after a period of twelve (12) months in which they have not received any disciplinary warning or suspension.
- 8.10 Should an employee not want a Union Representative to be Present they shall inform the Employer of their wishes and sign a statement to that effect, with a copy sent to the Union. In such case the Employer shall not be obliged to have a Union Representative present.

ARTICLE 9 - ARBITRATION

- 9.01 When either party requests that a grievance be submitted to Arbitration, the request shall be in writing addressed to the other party to this Agreement and shall contain a formal statement of the subject of the grievance and the name of the first party's nominee to the Board of Arbitration. The recipient of the notice shall within ten (10) days thereafter designate its nominee to the Board of Arbitration. The two so nominated shall endeavour within ten (10) days after the appointment of the second of them to agree upon a third person to act as Chairman of the Board of Arbitration. If the nominees are unable to agree upon the third person as Chairman within ten (10) days after the appointment of the second of them, then either party may request the Labour-Management Arbitration Commission for the Province of Ontario to appoint the third member and Chairman of the Board of Arbitration.
- 9.02 No person may be appointed as an Arbitrator who has been involved in an attempt to negotiate or settle the particular grievance concerned.
- 9.03 Each of the parties shall pay its own expenses including pay for witnesses and the expenses of its own Arbitrator and one-half of the expenses and fees of the Chairman.
- 9.04 The Board of Arbitration shall have no power to alter, add to, subtract from, modify or amend this Agreement in order to give any decision inconsistent with it. The decision of the majority of the members of the Board of Arbitration shall be the decision of the Board, but if there is no majority the decision of the Chairman shall govern.

- 9.05 All agreements reached under the grievance and arbitration procedures between the Employer and its representative and the Union and its representative will be final and binding upon the Employer, the Union and the employee(s) involved.
- 9.06 At any stage of the grievance procedure, including Arbitration, the parties may have the assistance of the employee or employees concerned as a witness.

ARTICLE 10 - PROBATION

- 10.01 A new employee shall be known as a probationary employee until they have worked 450 hours. It is agreed that the dismissal of a probationary employee may be subject to the grievance procedure if the dismissal is not in accordance with the Ontario Labour Relations Act RSO.
- (a) After completion of probationary period, seniority shall be effective from the original date of employment.

Seniority shall continue to accrue to an employee in the following circumstances:

- Absence occasioned by illness or injury not exceeding twelve (12) months;
- Pregnancy leave as provided in Article 14.04;
- Parental leave as provided in Article 14.04;
- Bereavement leave as provided in Article 15;
- Court attendance as provided in Article 16;
- General holidays as provided in Article 20;
- Vacations as provided in Article 21;
- Leave of absence for Union business as provided in Article 14.05;
- Leave of absence of up to four (4) weeks as provided in Article 14.01;
- Absence while in receipt of WSIB Benefits not exceeding twenty-four (24) months.

ARTICLE 11 - SENIORITY

- 11.01 The seniority of an employee shall, after completion of their probationary period, be in accordance with their date of hire. Movement on the increment scale and vacation entitlement shall be in accordance with all paid hours and shall include leaves listed in 10.01(a) above with eighteen hundred (1800) hours being equivalent of one (1) year.

Seniority shall be defined as length of time within the bargaining unit.

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

11.03 In job postings where the applicant would be considered applying for a promotion or a transfer or a demotion appointments shall be made to the applicant with the greatest seniority who has the qualifications and is capable of carrying out the normal duties of the job. Part time employees who work on a casual fill-in basis, must have worked a minimum of one (1) shift per month, if offered, in the previous six months to be qualified applicant.

In demotions and transfers not initiated through the job posting procedure, appointments shall be made in reverse order of seniority.

Loss of Seniority

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

- (i) voluntary resignation;
- (ii) discharge for just cause, and the discharge is not reversed through the grievance procedure;
- (iii) layoff in excess of eighteen (18) months;
- (iv) absence occasioned by illness exceeding twenty-four (24) months;
- (v) absence for three (3) consecutive working days without notifying the Employer and without reasonable cause;
- (vi) failure to notify the Employer of intention to return to work within forty-eight (48) hours of being notified of recall or failure to return to work within seven (7) calendar days after being notified of recall. An employee shall be deemed to have been notified of recall at twelve (12) o'clock noon on the third (3rd) day following the posting of a registered letter to that effect addressed to the employee's most recent address on the Employer's files.
- (vii) Is proven to have committed theft of company property and or resident/staff property.
- (viii) has not come in for a shift, when available shifts were offered in a three (3) month period, if the employee is a part-time call in employee with zero (0) regularly scheduled hours, without a reason acceptable to the Employer.

ARTICLE 12 – LAYOFFS AND RECALLS

12.01 Definition

Both parties recognize that job security should increase in proportion to length of service. A layoff shall be defined as a reduction in the workforce or a reduction in the regularly scheduled hours of work.

12.02 Notice of Layoff

In the event of a proposed layoff the Employer will:

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

b) Unless for unforeseen circumstances the Employer shall meet with the Union through Labour/Management to review the reasons for the layoff, the levels of staffing before and after the layoff and the departments so affected.

c) Notify employees who are to be laid off on a short-term basis five (5) working days before the layoff is to be effective. Also the Employer will give the Union two (2) weeks notice. If the employee laid off has not had the opportunity to work five (5) full days after notice of layoff, they shall be paid in lieu of work for the part of five (5) days during which work was not made available.

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

d) Provide affected employee(s) with notice in accordance with the Employment Standards Act. However, the Act's standards will be deemed to be expanded to provide notice to the affected employees as follows:

Service greater than 9 years - 9 weeks notice

Service greater than 10 years - 10 weeks notice

Service greater than 11 years - 11 weeks notice

Service greater than 12 years - 12 weeks notice

12.03 Layoff and Recall

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

12.04 An employee who is subject to layoff shall have the right to either:

(a) accept the layoff or;

(b) opt to retire, if eligible under the terms of the Pension Plan, or;

(c) displace another employee who has lesser bargaining unit seniority, provided the senior employee has the necessary qualifications and ability to perform the duties of the job.

An employee who chooses to exercise the right to displace another employee with lesser seniority shall advise the Employer in writing of their

intention to do so and the position bumped within seven (7) days after receiving the Notice of Layoff.

12.05 Recall

The Employer shall notify the employee of recall opportunity by registered mail, addressed to the last address on the record with the Employer (which notification shall be deemed to be received on the third day following the date of mailing). The Union shall also be notified of the recall within two (2) weeks. The notification shall state the job to which the employee is eligible to be recalled and the date and time at which the employee shall report for work. The employee is solely responsible for their proper address being on record with the Employer.

- (a) An employee recalled to work in a different classification from which they were laid off shall have the privilege of returning to the classification held prior to the layoff should it become vacant within six (6) months of being recalled.
- (b) New employees shall not be hired until those laid off have been given an opportunity of recall.
- (c) Employees who have been laid off, as defined in Article 12, shall have the right to apply for job postings in accordance with Article 14 and shall be considered as an internal candidate.
- (d) Employees on layoff shall be given preference for temporary vacancies which are expected to exceed ten (10) working days. An Employee who has been recalled to such temporary vacancy shall not be required to accept such recall and may instead remain on layoff. Such employee recalled to a temporary vacancy is not entitled to any notice of layoff at the end of the temporary assignment.

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

Laid off employees shall retain seniority, service and recall rights for eighteen (18) months from the last date of layoff.

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

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

agreed that shifts will not be split to accommodate this Article.

- 12.08 In order that the operations of the Union will not become disorganized when layoffs are being made, the President, Vice President – Private Homes or Regional Homes, Recording Secretary, Secretary Treasurer, Unit Officer and Steward, who are employees of the Employer, shall be the last persons laid off during their term of office, so long as full time work which they are qualified is available. This clause will be limited to a maximum of two (2) of the above named individuals.
- 12.09 Grievances concerning layoffs and recalls shall be initiated at Step 2 of the Grievance Procedure.

ARTICLE 13 - PERMANENT TRANSFERS

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

ARTICLE 14 - JOB POSTING

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

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

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

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

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

After twelve (12) months such temporary vacancy shall be posted as a permanent posting and filled in accordance with this Agreement. An employee returning to work after an absence of more than twelve (12) months may displace an employee with less seniority in the same job classification as the position they held prior to their absence. Other affected employees shall be entitled to exercise their rights in accordance with this Agreement.

- 14.02 Such notice shall contain the following information: nature of the position; qualifications required; shift, wage or salary rate or range. These qualifications may not be established in an arbitrary or discriminatory manner.

Until the vacancy is filled through the posting procedure, the Employer may fill the vacancy first from within the Bargaining Unit in accordance with seniority or from outside the Bargaining Unit if there is no willing and qualified employees within the Bargaining Unit.

- 14.03 All applications received will be considered within seven (7) days of the end of the posting procedure. Appointments will be made in accordance with Article 11.03. The Employer will provide a copy of all postings to the Union Office by email or fax and Unit Officer at the Home and will be advised of the name of the successful candidate.

- 14.04 Notwithstanding Article 14.03, if no applications are received by the end of the posting procedure or, if none of the applicants has the required qualifications, experience and ability, the Employer may fill the new job or vacancy from either within or outside the Bargaining Unit.

- 14.05 Employees who are awarded a job in a different job classification, as a result of a job posting, shall receive a trial period of thirty (30) worked shifts.

Employees who are awarded a job with the same classification as a result of a job posting shall receive a trial period of seven (7) worked shifts.

If during the trial period it is determined that the employees do not possess the potential for learning the new job, or if they so request, they shall revert to their former job and rate with no loss or interruption of seniority.

- 14.06 Within seven (7) calendar days of the date of appointment to a vacant position, the name of the successful applicant shall be posted on the Union bulletin boards.

ARTICLE 15 - LEAVE OF ABSENCE

- 15.01 The Administrator may grant a request for a leave of absence without pay for extenuating personal reasons or for upgrading employment related qualifications, provided that 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 Home. Applicants when applying must indicate the date of departure and specify the date of return. If leave of absence is granted, the employee shall be advised in writing with copy to the Union. Such leave shall not be unreasonably withheld. The employee shall not accumulate seniority for personal leave in excess of four (4) weeks.
- 15.02 Employees who are on leave of absence will not engage in gainful employment on such leave, and if an employee does engage in gainful employment while on such leave, they may be subjected to discipline up to and including discharge.
- 15.03 An employee who has been granted a leave of absence of any kind, and who overstays their leave, unless they obtain permission or provides a satisfactory explanation, shall be considered to have terminated their employment without notice.
- 15.04 (a) Pregnancy and Parental Leave
- (i) An employee who is pregnant shall be entitled, upon application, to pregnancy leave and parental leave immediately thereafter. Pregnancy leave shall be granted for seventeen (17) weeks as provided in the Employment Standards Act, and may begin no earlier than seventeen (17) weeks before the expected birth date.

The employee shall give the Employer four (4) weeks notice, in writing, of the day upon which 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.
 - (ii) The employee must have started employment with their employer at least thirteen (13) weeks prior to the expected date of birth.
 - (iii) The employee shall give at least two (2) weeks' notice of 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 two (2) 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 15.04(h) Parental Leave.

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- (b) An employee who does not apply for leave of absence under 15.04(a)(i) and who is otherwise entitled to pregnancy leave, shall be entitled to and shall be granted leave of absence in accordance with 15.04(a)(i) 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 are 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.
 - (c) 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 position still exists, the employee will be returned to their former job, and former shift if their shift was designated.

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

- (d) When the Employer has suspended or discontinued operations during the leave of absence and has not resumed operations upon the expiry thereof, the Employer shall upon resumption of operations, reinstate the employee to 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 11.
- (e) Such absence is not an illness under the interpretation of this Agreement, and sick leave benefits cannot be used.
- (f) Credits for service for the purpose of salary increments, vacations, or any other benefit included and prescribed under the Employment Standards Act shall continue and seniority shall accumulate during the leave.
- (g) Upon confirmation by the Employment Insurance Commission of the appropriateness of the Homes Supplemental Unemployment Benefit (SUB) Plan, a full time employee who is on maternity leave as provided under this Agreement who is in receipt of Employment Insurance Maternity Benefits pursuant to Sections 22 and 23 of the Employment Insurance Act, 1996, will be paid a supplemental maternity benefit. The benefit will be equivalent to the difference between seventy-five percent (75%) of their regular scheduled weekly earnings and the sum of their regular weekly employment insurance maternity benefits and any other earnings.

This top up shall be for the period of **seventeen (17) weeks** (after the two week waiting period has expired).

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

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

Parental Leave

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

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

- (i) Parental Leave must begin within thirty-five (35) weeks of the birth of the child or within thirty-five (35) weeks of the day the child first came into the custody, care and control of the parent. For employees on pregnancy leave, parental leave will begin immediately after pregnancy leave expires. Parental leave shall be granted for up to eighteen (18) weeks in duration and shall, in all cases, be completed within fifty-three (53) weeks of the date the child is born, or comes into the custody, care and control of a parent for the first time.
- (ii) An employee not on Parental Leave requesting Parental Leave, shall give the Employer four (4) weeks written notice of the date the leave is to begin.

Parental leave ends eighteen (18) weeks after it began or on an earlier day if the employee gives the Employer at least four (4) weeks written notice of the day.

- (iii) For the purposes of Parental Leave the provisions under 15.04(a), (d), (e), and (f) shall also apply.
- (iv) When 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 pursuant to Section 12(3)(b)(i) of the Employment Insurance Act.

15.05 Union Leave

The Employer shall grant leaves of absence without pay to attend Union Conventions, Seminars, Education Classes or other Union business, provided that:

- (i) such leave(s) will not unduly affect the proper operations of the Nursing Home;
- (ii) the total leave of each employee hereunder shall not exceed twelve (12) working days in a calendar year. The total working days for the Unit Officer shall not exceed twenty-five (25) working days.
- (iii) no more than one (1) employee from any department may receive a leave hereunder at any one time, with the exception of the nursing department, which shall have no more than three (3) employees on leave at any one time and only one (1) employee for any one shift;
- (iv) the Union gives twenty-one (21) clear days' notice of such leave to the Employer;
- (v) the Employer will continue to pay the employees their regular wages and benefits and will invoice the Union on a monthly basis for such costs. The Union agrees to pay such invoice within thirty (30) days of receipt.

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

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

15.07 Upon reasonable notification by the Union in writing, the Nursing Home will give reasonable consideration to request for leave of absence, without pay, to an employee elected or appointed to a full-time Union position. It is understood that not more than one (1) employee in the bargaining unit may be on such leave at the same time. Such leave, shall be for a period of two (2) calendar years from the date of appointment or extended for a further specific period by agreement of the parties. Seniority shall accrue during such leave of absence. It is agreed that for the purpose of Workmen's Compensation coverage, such employees are deemed to be employed by the Union.

The Employer will continue to pay the employee their regular wages and benefits and will invoice the Union on a monthly basis for such costs. The Union agrees to pay such invoice within thirty (30) days of receipt.

15.08 Emergency Leave

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

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

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

- a spouse or same sex partner,

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

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

- the brother or sister of the employee

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

Management reserves the right to ask an employee to provide proof that they are eligible for an emergency leave of absence. The employee is required to provide proof that is reasonable in the circumstances.

Such leave where covered off elsewhere in this Collective Agreement shall not be cumulative i.e. where the Collective Agreement allows Personal Leave for extenuating circumstances, such leave may be inclusive of this clause.

Where a dispute arises as to the interpretation of this Article, the Employment Standards Act as amended shall prevail.

ARTICLE 16 - BEREAVEMENT LEAVE

- 16.01 Should a death occur in the family of any employee who has completed the probationary period, the employee shall notify the Employer of the bereavement. Upon such notification, the Employer shall grant the employee time off with pay for the purpose of making arrangements for and attending the funeral.

Five (5) consecutive calendar days in the death of a spouse, child or step-child, stillbirth, mother or father, grandchild, step parent.

Four (4) consecutive calendar days for brother, sister, grandparents, mother-in-law, father-in-law, brother-in-law, sister-in-law.

Three (3) consecutive calendar days in the death of daughter-in-law and son-in-law.

Two (2) consecutive calendar days off for the purposes of attending the funeral of their grandparents-in-law.

One (1) day leave will be granted in the death of an aunt, uncle, niece and nephew or when an employee is unable to attend the funeral.

The Employer shall pay the employee for only those days of bereavement up to and including the day of the funeral for which the employee was otherwise scheduled to work.

Employees may be granted flexibility to distribute the bereavement leave over two (2) occasions, not exceeding their entitlement above, in order to accommodate a future funeral/celebration of life date. It is understood that if the employee requests to divide the leave, this request must be made to the employee's manager at the time of the first request and agrees to take the second leave within a six (6) month timeframe.

ARTICLE 17 - COURT ATTENDANCE

17.01 Employees required to serve on jury duty or subpoenaed, as a witness in Court shall be given the necessary time off. The Employer agrees to pay such employee their regular pay during such absence less any amount received as jury duty or witness pay subject to a yearly maximum of twenty (20) days' pay at the employee's regular hourly rate. The employee will present proof of service of jury duty notice or as a subpoenaed witness in Court and proof of the amount they received.

17.02 The employee is required to notify the Employer as soon as possible of their selection for jury duty or as a subpoenaed witness in Court.

ARTICLE 18 - HOURS OF WORK

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

- (b) The regular work period of a part time employee shall be composed of twenty-two and one-half (22½) hours or less per week period, but such reference is intended only to provide a basis for calculating time worked and shall not be a guarantee as to hours of work per day nor as to the days of work per week.

18.02 Definition of Overtime

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

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

An employee may choose to be paid at their regular rate of pay for overtime hours of work and bank the overtime portion of these hours for future time off. Such time shall be accumulated and shall be taken at a time mutually agreed upon. These accumulated hours shall not affect the choice of any other employee for vacation preference.

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

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

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

18.06 Rest Periods and Meal Breaks

All employees shall be allowed a rest period of a maximum of fifteen (15) minutes away from their assigned work stations in the first and second half of their shift unless otherwise agreed to between the employee and the Employer. The employee shall be allowed one-half (1/2) hour without pay for lunch which shall be taken between the third and fifth hour of their shift. It is agreed that the lunch period shall be uninterrupted except in the case of emergency.

Any lunch time lost as a result of the interruption due to an emergency situation shall be allotted to the employee later in the same shift.

18.07 Definition of Shifts and Shift Premiums

The Employer shall not require any employee who has completed the initial orientation period to rotate between any shifts, except that employees in the Nursing Department may be rotated to a maximum of ten (10) shifts per year, provided that such employee is given three (3) weeks notice of a shift change.

All employees who are required by the Employer to work the afternoon or night shifts shall receive a shift premium of thirty-five (35) cents per hour worked on such shift provided that:

(a) in an afternoon shift, the majority of hours worked fall between 3:00 p.m. and 11:00 p.m.

(b) in a night shift, the majority of the hours worked fall between 11:00 p.m. and 7:00 a.m.

A shift premium will not be paid for any hour for which an employee receives an overtime premium and shift premium will not form part of the employee's regular hourly rate.

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

18.09 An employee who is called in to replace an employee for a shift shall be paid for the entire shift provided they report for work within one-half (1/2) hour of the normal starting time. If the employee reports for work later than one-half (1/2) hour but less than one (1) hour from the normal starting time of the shift, the employee shall be given the option to remain and work the full shift.

18.10 An employee who is called in and required to work outside their regular working hours shall be paid for a minimum of three (3) hours at overtime rates or for the actual hours worked at their regular rate, whichever is the greater.

18.11 All employees working any weekend shifts shall be paid a premium of **fifty cents (50¢)** per hours worked (effective for the first full pay period following ratification).

ARTICLE 19 - WORK SCHEDULES

19.01 (a) All scheduled shifts for all departments shall be posted four (4) full weeks in advance. Such schedules will show the employee's regular days of work, together with regular assigned time off. Once the schedule has been posted, there will be no rearrangement of said schedule without twenty-four (24) hours notice to the employee involved, except in case of

emergency, someone is returning after an illness or WSIB (WCB) or by mutual agreement of the parties.

- (b) The Employer will endeavour to arrange shift schedules so that all employees will receive one (1) weekend off every two (2) weekends. A weekend shall be defined where the majority of hours per shift are worked on a Saturday or Sunday.
- (c) Employee requests for change in the posted schedules may be made in writing provided they are co-signed by the employee willing to exchange days off. However, such requests if granted, shall not result in overtime compensation or payment to any of the employees affected nor will such voluntary changes serve to increase an employee's hours for the purpose of Article 24.
- (d) The Employer agrees to arrange shift schedules so that employees will receive a minimum of twenty-four (24) hours off between the change of shifts.
- (e) Employees shall not be scheduled to work more than seven (7) consecutive days without being given two (2) or more days off work.
- (f) When part time employees are required to work on a casual fill-in basis, such work will be offered on a rotating basis in order of seniority amongst the part-time employees in that classification. If the Employer inadvertently misses an employee in the rotation, that employee will be offered the next available work.
- (g) No employees shall be required to work split shifts. Employees, however, can work a split shift on a voluntary basis. If an employee so volunteers, they shall be required to work the split shift(s) for which they volunteered.
- (h) At the time of change from standard to daylight saving time or from daylight saving time to standard, employees shall be paid their regular hours and shall neither lose nor gain pay as a result of the change.
- (i) An employee requesting a change in the posted schedule must submit their request in writing at least one (1) week in advance. The Employer may reassign other employees as required to accommodate the request for change. Such reassignments shall be done in accordance with the terms of the Collective Agreement.

19.02 Except for the initial orientation period, no bargaining unit member within the Nursing Department shall be required to rotate between shifts for more than ten (10) shifts per year.

ARTICLE 20 - WAGES AND JOB CLASSIFICATIONS

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

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

All employees shall receive their pay cheques by electronic deposit.

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

In the event an employee is overpaid, the employer and employee will negotiate a reasonable repayment schedule that will be fulfilled in no more than 12 calendar months. The employer will make deductions from the employees pay according to the repayment agreement.

20.04 When there is no RN or supervisor on shift the RPN designated to be in charge will receive an in-charge premium of **\$8.00** per shift.

ARTICLE 21 - GENERAL HOLIDAYS

21.01 The Employer agrees that the following holidays will be recognized:

- New Year's Day
- Family Day (3rd Monday in February)
- Good Friday
- Victoria Day
- Canada Day – July 1st
- Two (2) Floating Days on a date mutually agreed upon by the Employee & Employer
- Civic Holiday
- Labour Day
- Thanksgiving Day
- Christmas Day
- Boxing Day

For clarity, in the year where the employees resigns, retires or is terminated, they are only entitled to 1 floating day, where their last day worked falls between January 1st and June 30th.

21.02 All employees qualify for Public Holiday entitlement unless they fail without reasonable cause to work their regular scheduled day of work before and after

the Public Holiday, or fail without reasonable cause to work their shift if they agreed to, or were required to work that day.

Calculation of the amount of Public Holiday pay will be calculated by adding all regular wages and vacation pay the Employee earned in the four week period preceding the work week with the holiday, then divided by twenty (20).

This article applies to part time who are not regularly scheduled.

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

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

- 21.04 Where a general holiday falls on an employee's day off or during the employee's vacation period, the Employer shall pay the employee their holiday pay, if qualified, or add a day to their vacation or substitute a day for their later use, and the day so substituted shall be designated as the holiday.
- 21.05 When an employee is scheduled to work on a holiday and does not work, they shall not be paid for the holiday unless excused in writing by their Supervisor or unless absent due to personal illness supported by a medical certificate.
- 21.06 The Employer agrees to enable employees to "bank" days in lieu of holiday pay for hours worked on statutory holidays [and dollars pertaining thereto] to be taken at a later date [hours and/or dollars]

For the purposes of this "bank", the annual period is December 25th to December 24th of any given year.

Statutory holiday pay [hours] not taken for any qualifying statutory holiday can be "banked" in dollars [based on the current rate of pay] in a "lieu bank" on the payroll to a maximum of five days during any given "annual period". Requests for the "banking" of such hours must be made to the Administration office at least two weeks in advance of the qualifying statutory holiday, on the prescribed form. Notwithstanding the above, employees called in to work a statutory holiday will be provided the opportunity to bank a lieu day. Such employee shall notify the Administration office no later than the next business day following the statutory holiday.

Within the annual period lieu time "banked" can be taken, with pay, from the "banked" dollars [based on the current pay rate] to maximum of the lieu banked amount. The time, in hours, must be requested on the prescribed form, to the

Administration office, with a minimum of two weeks advance notice and must be approved by the Administrator of the facility in accordance with the safe and proper operation of the facility

At any time during the annual period an employee may request, on the prescribed form to the Administration office, with a minimum of two weeks notice, any part of the current balance in their lieu bank. Such "no time" requests are limited to three occasions per employee per annual period. The hours/dollars will be paid on the next pay period following paperwork approval. Such lieu time for monies paid out to those employees will be "lost". These monies will be subject to any and all statutory deductions but will be taxed separately from all other earnings during the same period.

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

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

- 21.07 Employees may be assigned to work either on Christmas Day or New Years Day, but not on both of these holidays, unless the employee wishes to do so. Employees shall be scheduled to work either Christmas Day or New Years Day on a rotating basis. Notwithstanding the above, in cases of dispute seniority shall rule.

ARTICLE 22 - VACATIONS

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

	Vacation	Vacation Pay
Less than 1 year	1 day per month up to a maximum of 10 days	4%
After 1 year of service	2 weeks	4%
After 3 years of service	3 weeks	6%

After 8 years of service	4 weeks	8%
After 14 years of service	5 weeks	10%
After 22 years of service	6 weeks	12%
After 28 years of service	7 weeks	14%

22.02 The annual vacation entitlement will be calculated each year based on the length of service on the anniversary date of their hire.

22.03 Employee preference shall be considered in determining the time for taking a vacation but final determination of the vacation period shall be determined by the Administrator having due regard to the employee's seniority and the proper operation of the Nursing Home. Except for the period June 15th to Labour Day employees shall be entitled to take their vacation entitlement at any one time during the calendar year. From June 15th to Labour Day employees shall not be entitled to take more than two (2) consecutive weeks of vacation.

On an annual basis, employees shall be allowed to take single vacation days not to exceed 50% of an employee's vacation entitlement. Requests for single days off will be granted subject to management's discretion. Requests must be done two (2) weeks in advance of the posted schedule unless of an urgent nature. Approvals will be based on the number of staff currently on vacation. Consideration of seniority should be related only to the first (3) three requests of an employee's vacation time during prime time (June 15 – Labour Day). Any days off up to a one week period shall be considered as 1 request.

22.04 The Vacation year is defined from January 1 to December 31 of each year. However, vacation scheduling shall be posted at two (2) times during the year for two (2) periods as follows:

Period 1: January 1 to June 30
Period 2: July 1 to December 31

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

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

seniority. Employees will give two (2) weeks before the posting of the new schedule excepting urgent requests.

PERIOD	BLANK SCHEDULE POSTED	DUE DATE FOR REQUESTS	FINAL SCHEDULE POSTED
January 1 st to June 30 th	September 1 st	September 30 th	October 15 th
July 1 st to December 31 st	March 1 st	March 15 th	March 30 th

- 22.05 Vacation time is not accumulative from year to year and all vacations must be taken by December 31st following the employee's anniversary date. Employees will not be permitted to waive their vacation time unless mutually agreed between the Employer and the Union.
- 22.06 Vacation pay for those entitled to two (2) weeks', three (3) weeks', four (4) weeks', five (5) weeks', six (6) weeks', or seven (7) weeks' vacation shall be calculated at the rate of four percent (4%), six percent (6%), eight percent (8%), ten percent (10%), twelve percent (12%) or fourteen percent (14%) respectively, of the employees' wages during the one (1) year period ending on the employees' anniversary date. Employees who have less than one (1) years' service on their anniversary date will receive vacation pay of four percent (4%) of the wages earned up to that date.
- 22.07 An employee who terminated their employment with the Employer for any reason shall receive vacation pay computed at the applicable percentage rate for the current vacation year.
- 22.08 For all Part Time and Casual – Vacation Payout requests two (2) per year
- For all Regular Part Time – Vacation Payout Requests 2 per year to a maximum of half their vacation bank. [ensures that regular part time take at least 50% of their time off]
- For all Full Time (regular and reduced) – Vacation payout once per year to a maximum of 50% of their vacation bank.
- Any exceptions to the above rules will normally be due to extreme emergencies or extenuating circumstances.
- 22.09 No employee shall be required to work during their scheduled vacation period.
- 22.10 Where an employee qualifies for sick leave requiring hospitalization, bereavement or any other approved leave during their period of vacation, there shall be no deduction from vacation credits for such absence. By mutual agreement, the period of vacation so displaced shall either be added to the vacation period or be reinstated for use at a later date. The employee must provide satisfactory documentation of illness and hospitalization.

ARTICLE 23 – SICK LEAVE

- 23.01 Pay for sick leave is for the sole purpose of protecting full-time employees against loss of income when they are legitimately ill, disabled, or because of an accident for which compensation is not payable under the Workers Safety and Insurance Act.
- 23.02 Full-time employees who have completed the probationary period shall be credited with three (3) days (22.5 hours) of sick leave and shall then accumulate sick leave credits at the rate of 7.5 hours for each period of one hundred and sixty two point five (162.5) hours paid (paid hours shall include statutory holidays, vacation, sick leave, bereavement, paid Union Leave [remitted by the Union] Court and Jury duty), to a maximum of ninety (90) hours. Any further earnings of sick hours past this ninety (90) hours maximum will “spill over”. Providing sick hours are available, employees will be eligible to claim one hundred percent (100%) of scheduled lost time due to illness unless such time as Weekly Indemnity coverage begins.
- 23.03 If the Employer requires a sick leave certificate and the doctor charges the employee for such sick leave certificate outside OHIP, the Employer will pay for the certificate.
- 23.04 Self Isolation
- If an employee is required to self-isolate as a result of the Employer policy or at the direction of the Employer, and if the employee is not entitled to WSIB benefits for the period of such self-isolation, the employee is entitled to use sick leave, vacation, or lieu entitlements for any hour of work lost during such period.

ARTICLE 24 - HEALTH AND INSURANCE BENEFITS

- 24.01 All employees who have completed their probationary period shall be entitled to the following Health and Insurance benefits:
- (a) Extended Health - drug card providing the same benefits as presently in force with a ten dollar/twenty dollar (\$10.00/\$20.00) annual deductible generic substitution of drugs unless indicated or signed off by an MD - Employer pays one hundred percent (100%) of premium;
 - (b) Life Insurance – thirty thousand dollars (\$30,000.00) - Employer pays one hundred percent (100%);
 - (c) O.H.I.P. -
 - (i) there shall be no duplication of O.H.I.P. coverage.
 - (d) Weekly Indemnity - providing sixty-six and two thirds percent (66-2/3%) of the employee’s wages commencing on the first day of non-occupational accident or illness requiring hospitalization, the fourth (4th) day of illness

not requiring hospitalization. Benefits will be payable for a maximum period of seventeen (17) weeks. Employer pays one hundred percent (100%) of premium.

- (e) The equivalent of Blue Cross Dental Plan #9. On April 1st of each year the ODA Fee Schedule shall be updated to that of the current year. The Employer shall pay seventy five percent (75%) of the premium.
- (f) The Employer shall provide for a vision care plan, which entitles an employee to be reimbursed for vision care expenses to a maximum of **three hundred and fifty dollars (\$350.00)** which shall include the cost of an eye examination (Effective December 1, 2015) every twenty-four (24) months.
- (g) The paramedical services benefit is increased to \$400 per year.

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

The employee must use the prescribed form and their election to continue benefits at their cost must be made in writing at least thirty (30) days before the applicable payments are due. Failure to elect will result in termination of benefits and may result in reenrolment requirements from the insurer when the employee returns to work subject to the terms of the policy.

After benefits have been cancelled, the employee will have 31 days to convert their insurance coverages with no medical requirements. It is understood and agreed the employer will not be held liable in any way if the employee fails to enact this conversion privilege.

ARTICLE 25 - PENSIONS (NURSING HOMES AND RELATED INDUSTRIES PENSION PLAN)

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

01: "Plan" means the Nursing Homes and Related Industries Pension Plan, being a multi-employer plan.

"Applicable Wages" means the basic straight time wages for all hours worked and in addition:

- (i) the straight time component of hours worked on a holiday;
- (ii) holiday pay, for the hours now worked; and
- (iii) vacation pay

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

"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.

- 02: Effective 1st day of last pay period of December 2001, each eligible employee covered by this collective agreement shall increase their contributions for each pay period to an amount equal to a total of four percent (4%) of applicable wages to the Plan. The Employer shall increase their contribution on behalf of each eligible employee for each pay period to an amount equal to a total of four percent (4%) of applicable wages to the Plan.
- 03: The employee and Employer contributions shall be remitted to the Plan by the Employer within thirty (30) days after the end of the calendar month in which the pay period ends for which the contributions are attributable.
- 04: The Union acknowledges and agrees that other than making its contributions to the Plan as set out in this Article, the Employer shall not be obligated to contribute towards the cost of benefits provided by the Plan, or be responsible for providing any such benefits.

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

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

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

For further specificity, the items required for each eligible employee by Article .05 of the agreement are:

(i) To be Provided Once Only at Plan Commencement

- Date of Hire
- Date of Birth
- Date of First Contribution
- Seniority List (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 if they are Readily Available:

- Gender
- Marital Status

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

ARTICLE 26 - EMPLOYEES ON REDUCED TIME

- 26.01 (a) All part time employees will receive a **six percent (6%)** in lieu of benefits.
- (b) Employees working an average of more than twenty-two and one half (22 ½) hours and up to and including thirty (30) hours weekly over a regularly scheduled one (1) month period, will be eligible for seventy-five percent (75%) of the Employer paid share of the Health and Insurance premiums and general holiday pay during the following month. For clarification purpose, 'regularly scheduled' is permanent hours associated with a job posting and does not include extra pick-up shifts.

ARTICLE 27 - JOB CLASSIFICATIONS (NEW OR CHANGED)

- 27.01 If a new job is created or an existing job is significantly modified, and as a result a new job rate is to be established, the Employer shall meet with the Union within thirty (30) days of posting of the new job rate. Such rate shall be subject to the full grievance procedure provided such grievance is lodged within fourteen (14) days of the meeting between the parties. If the matter proceeds to Arbitration, the Arbitration Board shall determine an appropriate job rate which

shall have a fair and equitable relationship to existing job rates in this collective agreement.

ARTICLE 28 - HEALTH AND SAFETY

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

28.02 When a resident's behaviour and/or condition is such that there is a potential hazard to the health or safety of an employee or other residents, such shall be brought to the attention of the Supervisor. The Employer shall meet with the resident's doctor to establish the appropriate action, which should be taken.

After this meeting, the management supervisor involved will meet with employees involved in the care of the resident in question and review any procedures with respect to appropriate action recommended by the resident's doctor.

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

28.03 An employee who is injured during working hours and is required to leave for treatment, or is sent home for such injury shall receive payment for the remainder of the shift at their regular rate of pay without reduction from sick leave.

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

28.05 CONMED is committed to providing a safe, healthy and supportive working environment by treating our employees and residents with respect, fairness and sensitivity in accordance with CONMED's operating principles. Violence and Harassment in the workplace can have devastating effects on the quality of life of our employees and on the productivity of the organization

28.06 The Employer and the Union agree that they mutually desire to maintain standards of safety and health in the Home, in order to prevent injury and illness and abide by the Occupational Health and Safety Act as amended from time to time.

All employees will endeavour to properly report all workplace near misses, incidents and accidents.

All employees will endeavour to cooperate fully in the Workplace Injury Return to Work programs.

ARTICLE 29 – WORKPLACE SAFETY AND INSURANCE BOARD

29.01 In the case of an absence due to an accident, where the anticipated length of absence is two (2) months or more, the Employer will post notice of vacancy and shall fill vacancy in accordance with the job posting procedure in this Agreement. Where anticipated absence is less than two (2) months, the Employer shall fill the position by offering to the employees within the department in accordance with seniority.

If the employee returns to work, they shall return to their former position, or to work of a comparable nature in the same salary level and without loss of seniority or benefits accrued to the date of injury.

ARTICLE 30 - CONTRACTING OUT

30.01 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 results from such contracting out. Contracting out to an employer who is organized and who will employ the employees of the bargaining unit who would otherwise be laid off with similar terms and conditions of employment, is not a breach of this Agreement.

ARTICLE 31 - EDUCATIONAL ALLOWANCE

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

ARTICLE 32 - UNIFORM ALLOWANCE

32.01 The Employer agrees to pay a uniform allowance of six (6) cents per hour. Effective June 30, 2005 the employer agrees to pay a uniform allowance of seven cents (7¢) per hour, such amount shall not form part of the regularly hourly rate for the purposes of overtime and paid holiday premiums. Payments will be made semi-annually in January and July on a separate cheque.

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

ARTICLE 33 - COPIES OF AGREEMENT

33.01 The Employer and the Union will share equally the cost of printing a reasonable number of copies of the collective agreement.

ARTICLE 34 - RETROACTIVITY

34.01 Retroactive payments to all current and former employees by separate cheque within 2 complete pay periods of date of notice of ratification or the arbitration award.

ARTICLE 35 - TERM

35.01 This Agreement shall continue in effect until the 31st day of December 2026 and shall continue automatically for annual periods of one (1) year each thereafter unless either party notifies the other in writing during the period of ninety (90) days prior to the expiration date that it desires to amend or terminate the Agreement.

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

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

Dated electronically this 25th day of November 2025

955464 ONTARIO LIMITED CARRYING ON
BUSINESS AS VALLEY PARK LODGE

CANADIAN UNION OF PUBLIC EMPLOYEES
AND ITS LOCAL 1263


Samantha Peacock (Nov 25, 2025 11:18:42 EST)


Linda D'Addario (Nov 25, 2025 10:33:42 EST)


Cindy Velrome (Nov 25, 2025 14:50:33 EST)


Cathy Pearson (Nov 25, 2025 11:11:48 EST)


Tracy Burchall (Nov 25, 2025 15:20:48 EST)


Crystal McBurnett (Nov 25, 2025 10:19:42 EST)


Marlene Pierre (Nov 25, 2025 11:20:40 EST)



APPENDIX "A" - WAGES

REGISTERED PRACTICAL NURSE	Start Rate	Year 1	Year 2	Year 3
Expired Rate of December 31, 2024	26.10	27.20	28.23	30.67
January 1, 2025 (pre-GWI add \$1.00)	27.10	28.20	29.23	31.67
January 1, 2025	28.05	29.19	30.25	32.78
January 1, 2026	29.03	30.21	31.31	33.93
COOK	Start Rate	Year 1	Year 2	
Expired Rate of December 31, 2024	22.08	23.48	25.75	
January 1, 2025	22.85	24.30	26.65	
January 1, 2026	23.65	25.15	27.58	
DIETARY AIDE	Start Rate	Year 1	Year 2	
Expired Rate of December 31, 2024	20.01	20.99	23.44	
January 1, 2025	20.71	21.72	24.26	
January 1, 2026	21.44	22.49	25.11	
PERSONAL SUPPORT WORKER/HEALTH CARE AIDE	Start Rate	Year 1	Year 2	
Expired Rate of December 31, 2024	23.52	25.33	27.14	
January 1, 2025	24.34	26.22	28.09	
January 1, 2026	25.20	27.13	29.07	
RECREATION AIDE	Start Rate	Year 1	Year 2	
Expired Rate of December 31, 2024	20.30	22.11	23.92	
January 1, 2025	21.01	22.88	24.76	
January 1, 2026	21.75	23.68	25.62	

NOTE: All new employees may be paid twenty-five (.25) cents per hour less than their above specified rate during their probationary period.

REGISTERED PRACTICAL NURSE - RECOGNITION OF SERVICE

Where a prospective hire as a registered practical nurse has appropriate previous experience, the Employer, may, at its discretion, provide such new hire recognition for such previous experience for the purposes of wage grid progression. This recognition does not provide either service or seniority.

The Employer undertakes to review and recognize the appropriate previous experience of all registered practical nurses who are currently employed.

LETTER OF AGREEMENT

Between:
955464 Ontario Limited carry on
business as VALLEY PARK LODGE (Niagara Falls)

And:
CANADIAN UNION OF PUBLIC EMPLOYEES
and its LOCAL 1263

Re: Harassment Policy

The Employer agrees to ensure each employee has access to the Workplace Violence and Harassment Prevention Policy and Program.

The Employer further agrees to meet with the Union, during the life of this collective agreement, should the Union so request, to discuss changes to the Harassment Policy.

Dated electronically this 25th day of November 2025

955464 ONTARIO LIMITED CARRYING ON
BUSINESS AS VALLEY PARK LODGE

CANADIAN UNION OF PUBLIC EMPLOYEES
AND ITS LOCAL 1263

Samantha Pascoe
Samantha Pascoe (Nov 25, 2025 13:28:41 EST)

Linda D'Addario
Linda D'Addario (Nov 25, 2025 10:33:43 EST)

Cindy Veltrone
Cindy Veltrone (Nov 25, 2025 14:50:33 EST)

Cathy Pincus
Cathy Pincus (Nov 25, 2025 09:33:48 EST)

Shirley Beuch
Shirley Beuch (Nov 25, 2025 15:20:46 EST)

Crystal MacDonnell
Crystal MacDonnell (Nov 25, 2025 13:19:12 EST)

Marlene Pierce
Marlene Pierce (Nov 25, 2025 11:20:40 EST)

[Signature]

LETTER OF UNDERSTANDING

Between
955464 Ontario Limited carrying on
business as VALLEY PARK LODGE (Niagara Falls)

And:
CANADIAN UNION OF PUBLIC EMPLOYEES
and its LOCAL 1263

Re: Workload Committee

The parties agree that workload issues brought forward by staff and/or management will be the proper subject matter for discussion at Labour Management meetings.

Dated electronically this 25th day of November 2025

955464 ONTARIO LIMITED CARRYING ON
BUSINESS AS VALLEY PARK LODGE

CANADIAN UNION OF PUBLIC EMPLOYEES
AND ITS LOCAL 1263

Samantha Peacock
Samantha Peacock (Nov 25, 2025 13:38:42 EST)

Linda D'Addario
Linda D'Addario (Nov 19, 2025 10:33:42 EST)

Cheryl Malone
Cheryl Malone (Nov 26, 2025 10:31:57)

Cathy Pearson
Cathy Pearson (Nov 19, 2025 09:31:49 EST)

Erin Bunch
Erin Bunch (Nov 26, 2025 12:04:48 EST)

Christine
Christine (Nov 26, 2025 12:17:25)

Marlene Pierce
Marlene Pierce (Nov 25, 2025 11:00:40 EST)

[Handwritten signature]

LETTER OF UNDERSTANDING

Between
955464 Ontario Limited carrying on
business as VALLEY PARK LODGE (Niagara Falls)

And:
CANADIAN UNION OF PUBLIC EMPLOYEES
and its LOCAL 1263

Re: Working Manager

The parties agree to the following as a clarity note to the understanding and past practice of Supervisors who work as Management and who also do "hands on work" at Valley Park Lodge.

To clarify Article 2.01, the parties above agree that due to the size of the facility and due to the funding that arises from the number of beds in the facility, that Working Supervisors have always been considered to be excluded from the bargaining unit and that in this case, the Recreation Director is allowed to run programs and retain overall management of the Recreation Services at Valley Park Lodge.


Dated electronically this 25th day of November 2025

955464 ONTARIO LIMITED CARRYING ON
BUSINESS AS VALLEY PARK LODGE

CANADIAN UNION OF PUBLIC EMPLOYEES
AND ITS LOCAL 1263


Samantha Peacock (Nov 25, 2025 13:38:42 EST)



Linda D'Addario (Nov 25, 2025 13:42:53 EST)


Cindy Wilton (Nov 25, 2025 14:56:52 EST)


Cathy Pearson (Nov 25, 2025 10:11:49 EST)


[illegible] (Nov 25, 2025 10:26:44 EST)


[illegible] (Nov 25, 2025 10:19:42 EST)


[illegible] (Nov 25, 2025 10:30:40 EST)



LETTER OF AGREEMENT

Between

955464 Ontario Limited carrying on
business as VALLEY PARK LODGE (Niagara Falls)

And:

CANADIAN UNION OF PUBLIC EMPLOYEES and its LOCAL 1263

Re: Christmas & New Year's Schedule

The scheduling provisions of this Article 19 shall be waived during the period December 15th to January 15th, but only to the extent necessary to enable the Employer to schedule four (4) consecutive days off for employees between December 21st and January 5th as hereinafter provided. During this period, the Employer will endeavour to schedule four (4) consecutive days off for full time employees only, between December 21st and January 5th. Such four (4) consecutive days off shall have either Christmas Day or New Year's Day as the second or third day off of the four (4) days. An employee who receives Christmas Day off one year shall receive New Year's Day off the next and vice versa unless such employees are willing to exchange in accordance with Article 19 above. For full-time employees who do not wish to have four (4) consecutive days off as per above, the Employer will post a wish-list on October 15th to October 31st, where employees will be able to request less days. Requests for changes beyond October 31st will not be considered.

The parties agree to meet as soon as possible, should any issues arise with this agreement.

Dated electronically this 25th day of November 2025

955464 ONTARIO LIMITED CARRYING ON
BUSINESS AS VALLEY PARK LODGE

CANADIAN UNION OF PUBLIC EMPLOYEES
AND ITS LOCAL 1263

Samantha Peacock
Samantha Peacock (Nov 25, 2025 11:18:47 ET)

Linda D'Addario
Linda D'Addario (Nov 25, 2025 10:33:42 EST)

Cindy Wilson
Cindy Wilson (Nov 26, 2025 14:58:33 EST)

Cathy Pearson
Cathy Pearson (Nov 25, 2025 15:21:49 EST)

Michael
Michael (Nov 25, 2025 15:48:15 ET)

Christina
Christina (Nov 25, 2025 15:48:15 ET)

Madison
Madison (Nov 25, 2025 15:30:40 ET)

[Handwritten signature]