

# **COLLECTIVE AGREEMENT**

**between**

**WOODLAND VILLA**

**Omni**

**and**

**CANADIAN UNION OF PUBLIC EMPLOYEES  
and its Local 1919**

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

**JANUARY 1, 2023 TO DECEMBER 31, 2024**

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## **PREAMBLE**

It is the purpose of both parties to this Agreement:

- 1) to maintain and improve harmonious relation 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 operations.
- 4) to promote the morale, well-being and security of all employees in the bargaining unit of the Union.
- 5) to foster mutual respect between the parties

## **ARTICLE 1 - RECOGNITION**

### **1.01 Bargaining Unit**

The Employer recognizes the Canadian Union of Public Employees and its Local 1919 as the sole and exclusive collective bargaining agent for all employees of Woodland Villa in Long Sault, Ontario save and except Supervisors, persons above the rank of supervisor, Secretary and Assistant Secretary to the Administrator, graduate and registered nurses, Life Enrichment Co-ordinator and Technical Personnel.

### **1.02 Representation**

The Employer shall not bargain with or enter into any agreement with an employee or group of employees in the Bargaining Unit. No employee or group of employees shall undertake to represent the Union at meetings with the Employer without the proper authorization of the Union. In order that this may be carried out, the Union will supply the Employer with the names of its officers duly elected to represent its members for each respective committee. Such notice shall indicate the term of office of each position. The Employer shall not be required to recognize any such officer until such notification is provided by the Union. Likewise, the supervisory personnel with whom the Union may be required to transact business.

### **1.03 Work of the Bargaining Unit**

Persons whose jobs are not in the Bargaining Unit, excepting residents performing minimal services, shall not work on any jobs which are included in the Bargaining Unit unless it is for the purposes of instruction, experimenting or in emergencies, and provided that the act of performing the aforementioned operations does not in itself, reduce the hours of pay of any employee within the Bargaining Unit.

**1.04 No Other Agreement**

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

**1.05 Application of Agreement Provisions**

The provisions of the Agreement shall be applicable to all employees within the Bargaining Unit, including part-time employees, unless otherwise specified or excluded.

**1.06 Canadian Union of Public Employees Representative**

The Union shall have the right at any time to have the assistance of a representative of the Canadian Union of Public Employees when dealing with the Employer on matters relating to the Collective Agreement. Such representative shall have access to the Employer's premises at any reasonable time in order to investigate and assist in the settlement of a grievance or any other matter, relating to the Collective Agreement upon giving the Administrator Notice.

**1.07** The parties agree that management and Union representatives shall conduct themselves in a courteous and professional manner.

**1.08 Definitions**

- a) Any and all references to the word "Union" throughout this Agreement shall be taken to mean the Local Union of the Canadian Union of Public Employees and being Local 1919.
- b) Department shall be understood to be the following:
  - i) Nursing
  - ii) Dietary
  - iii) Housekeeping
  - iv) Laundry
  - v) Maintenance
  - vi) Life Enrichment

Classification shall be understood to be the following:

- i) Registered Practical Nurse
- ii) Health Care Aide/Personal Support Worker/Nurse's Aide
- iii) Dietary Aide
- iv) Housekeeping Aide
- v) Laundry Aide
- vi) Maintenance
- vii) Life Enrichment Aide
- viii) Cook

## **1.09 Contracting Out**

In order to provide security for members of the bargaining unit, the Employer agrees that it will not contract out any work which is normally performed by members of the bargaining unit, except that the Employer shall have the right to continue to contract out work in the area of sewing, snow removal and lawn maintenance. It is acknowledged that this term will not prohibit the short term use of outside replacement personnel where regular employees are not available.

## **ARTICLE 2 - MANAGEMENT RIGHTS**

**2.01** The Union recognizes that the management function of the Employer and the direction of working forces are fixed exclusively in the Employer, and shall remain solely with the Employer except as specifically limited by the express provisions of this Agreement, and without restricting the generality of the foregoing the Union acknowledges that it is the exclusive function of the Employer to:

- a) Maintain order, discipline, and efficiency.
- b) Hire, discharge, direct, promote, demote, classify, transfer, layoff, recall and suspend or otherwise discipline employees, provided that a claim of discharge or discipline without just cause may be the subject of a grievance and dealt with as hereinafter provided.
- c) Make and enforce and alter from time to time reasonable rules and regulations to be observed by the employees not inconsistent with the provisions of this Agreement.
- d) Determine and establish standards and procedures for the care, welfare, safety and comfort of the residents in the Nursing Home.
- e) 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 work areas, work schedules and the increase or reduction of personnel.

These rights shall not be exercised in a manner inconsistent with the expressed provisions of this Agreement.

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

### **3.01 No Strikes or Lockout**

In view of the orderly procedure established by this agreement for the settling of disputes and the handling of grievances, the Union agrees that, during the life of this Agreement, there will be no strike or stoppage of work either complete or partial, and the Employer agrees that there will be no lockout.

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

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

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

## **ARTICLE 5 - UNION SECURITY AND CHECKOFF**

**5.01** Upon hiring, an employee who is eligible for membership shall, as a condition of employment, become and remain a member in good standing of the Union.

### **5.02 Check-off Payments**

The Employer shall deduct from every employee any dues, assessments or initiation fees levied by the Union on its members.

### **5.03 Deductions**

Dues deductions shall be made on every payroll and forwarded to the national Secretary Treasurer of the Union no later than the end of the month following the month from which deductions were made.

### **5.04 New Employees**

- a) The Employer agrees to acquaint new employees with the fact that a Union Agreement is in effect, and with the conditions of employment set out in the articles dealing with the Union Security and Dues Check-off.
- b) The Union shall be notified of all appointments, hiring, layoffs, transfers, recalls and termination of employment within seven (7) working days.
- c) The Union shall provide each new employee with a copy of the current Collective Agreement within the orientation period. The employee shall sign to acknowledge receipt.

### **5.05 Employee Interview**

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

## **ARTICLE 6 - CORRESPONDENCE**

- 6.01** All correspondence between the parties arising out of this Agreement or incidental thereto shall be in writing signed and dated and shall pass to and from the Administrator of the Home and the Secretary or their designate of the Union with the exception of notices under Article 23.01. The Union shall be provided a designated mailbox. It is agreed that the Secretary or their designate shall sign and date the form provided to acknowledge receipt of all correspondence.

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

### **7.01 Recognition of Union Stewards and Grievance Committee**

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

## **7.02 Stewards**

The Union shall have the right to elect five (5) Stewards who must be employees of the Employer during their term of office, and one of whom shall be designated as a Chief Steward.

## **7.03 Names of Stewards/Supervisory Staff**

- a) The Union shall notify the Employer, within one (1) week after such appointments of elections take place, in writing, of the name of each Steward and the department(s) they represent and the name of the Chief Steward, before the Employer shall be required to recognize them.
- b) Such notification shall identify the Stewards term of office.
- c) The Employer shall notify the Union in writing, within one (1) week of any new Supervisory staff and the department(s) they represent, before the Executive of CUPE Local 1919 shall be required to recognize them.

## **7.04 Grievance Committee**

The Chief Steward, President of the Union and the Steward directly involved with the grievance being settled shall constitute the Grievance Committee. Two (2) members of the Committee shall constitute a quorum for any grievance matter. It is understood that the Grievance Committee shall be restricted to three (3) members. Notwithstanding the above, it is understood that the grievor shall have the right to be present at each step of the grievance procedure. If the President is unable to attend the meeting, then the Vice-President shall attend.

## **7.05 Permission to Leave Work**

The Employer agrees that Stewards and Executive Officers shall not be hindered, coerced, restrained or interfered with in any way in the performance of their duties related to said grievance while investigating disputes and presenting adjustments as provided in this Article. The Union acknowledges that Stewards and Executive Officers 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, and provided the Steward returns to their duties within the time approved by the Supervisor.

## **7.06 Union Bargaining Committee**

A Union Bargaining Committee shall be appointed to consist of not more than four (4) members of the Union. The Union shall advise the Employer in writing of the Union nominees to the committee three (3) weeks in advance of the commencement of the negotiation process. Committee membership shall remain the same throughout the negotiation process.

Notwithstanding the above, should the situation arise where a member of the Union Bargaining Committee is unable to attend a negotiation meeting, due to illness or emergency, an alternate member(s) may be substituted. The Union agrees to notify the Employer in writing, of the substitution(s) as far in advance as it is reasonably possible to do so.

## **7.07 Function of Bargaining Committee**

- a) All matters pertaining to negotiating of changes to this Collective Agreement shall be referred by the Union Bargaining Committee to the Employer for discussion and settlement in accordance with provisions of this Agreement.
- b) The Employer will make available to the Union any information within their possession with respect to job descriptions, job classifications and employee benefit plans, which is desired and requested by the Union for collective bargaining purposes.

## **7.08 Meeting of the Bargaining Committee**

In the event either party wishes to call a bargaining meeting with the other party, the meeting shall be held at a place fixed by mutual agreement. Such meeting shall be held not later than fifteen (15) calendar days after the request has been given or at another mutually agreed time.

Cost of meeting facilities to be shared by both parties.

## **7.09 Time Off for Negotiations**

- a) It is agreed that the four (4) designated members of the Union Bargaining Committee who are in the employ of the Employer, shall have the right to attend negotiating meetings held with representatives of the Employer, with entitlement to remuneration at their regular hourly rate of pay for time lost from work while attending such meetings up to and including conciliation. Such payment shall be limited to the length of the meeting and shall not exceed the amount the employee would normally have earned for such regular working day.
- b) Members of the Union Bargaining Committee scheduled to work the night shift prior to the negotiating meeting shall be entitled to the day off for negotiations and be paid in accordance with 7.09 a).

### **7.10 Labour Management Committee**

- a) The Labour Management Committee shall consist of the Union President and three (3) other designated representatives from the Union Executive/Stewards and the Administrator and three (3) other designated representatives of the Employer. Each party shall designate one (1) alternate to be present in the absence of a committee member. Each party will advise the other in writing of the names of each designate.
- b) An employee shall not suffer any loss of pay for attending meetings held with the Employer during their regular working hours. Members attending meetings of the Labour Management Committee on their scheduled time off shall be paid for time spent at such meeting up to a maximum of one (1) hour at their regular rate of pay. Such attendance shall not be subject to premium payments and shall not result in overtime payments.
- c) The parties shall exchange a written agenda of issues to be discussed one (1) week in advance of the scheduled meeting.
- d) Meetings shall be held in accordance with the committee terms of reference agreed by the parties.

### **7.11 Function of Labour-Management Committee**

The Committee shall concern itself with the following general matters:

- a) Considering constructive criticisms of all activities so that better relations shall exist between the Employer and the employees.
- b) Improving and extending services, including public relations, and relations with residents.
- c) Promoting safety and sanitary practices.
- d) Reviewing suggestions from employees and/or Employer questions of working conditions and services (but not grievances concerned with services).
- e) Correcting conditions causing grievances and misunderstandings.

### **7.12 Minutes of Meetings**

Minutes of Labour-Management Meetings shall be prepared by the Employer and shall be dated, approved and signed by both parties. Copies of minutes shall be sent to both parties.

### **7.13 Health & Safety**

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.

**7.14** 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.

**7.15** All issues related to Occupational Health and Safety in the workplace shall first be submitted to the Health and Safety Committee within five (5) working days of the incident. The Committee shall meet to review the matter and provide a written response within five (5) working days of the meeting.

If the issue is not resolved, it may be submitted to the Administrator at Step 2 of the Grievance Procedure - Article 8.06.

**7.16** Membership on the Occupational Health and Safety Committee shall be in accordance with applicable legislation.

**7.17** Both parties recognize their responsibility in providing a respectful workplace and a workplace that is free of abuse and harassment. The Employer and the Union recognize their joint obligation to comply with all duties and responsibilities under the OHSA as may be amended from time to time.

**7.18** 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.

#### **8.10 Facilities for Grievance**

The Employer shall supply the necessary facilities for the grievance meetings, unless otherwise mutually agreed.

#### **8.11 Mutually Agreed Changes**

Any mutually agreed changes to this Collective Agreement shall form part of this Collective Agreement and are subject to the Grievance and Arbitration Procedures.

#### **8.12 Working Days**

For the purpose of this Article, working days shall not include Saturday, Sunday or Statutory Holidays.

### **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 Discharge Procedure**

A full-time employee who has not completed their three (3) month's (four hundred and fifty (450) hours for part-time employees) probationary period may be suspended or dismissed for just cause and upon the authority of the Employer. Such employee and the Union shall be advised promptly in writing by the Employer of such discharge or suspension. Such dismissed probationary employee shall not have any rights under the grievance procedure.

### **10.02 Burden of Proof**

- a) In cases of discharge and discipline, the burden of proof or just cause shall rest with the Employer.
- b) Evidence to be used by the Employer shall be made known to the Union in advance of the grievance meeting.

### **10.03 Unjust Suspension or Discharge**

When it has been determined that an employee has been unjustly suspended or discharged, such employee shall be immediately reinstated in their former position without loss of seniority. They shall be compensated for all time lost in an amount

equal to their normal earnings during the next pay period preceding such discharge or suspension, or any other arrangement of 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.

#### **10.04 Disciplinary Report**

The Employer shall make available to an employee or an Officer of the Union, with the consent of the employee concerned, any report concerning their work which may be on file including particulars of any complaint that may be detrimental to the employee's advancement or standing with the Employer. An employee shall acknowledge viewing such report or complaint by affixing thereto their signature. Where an employee received a written disciplinary report and receives no further reports of a similar nature for a period of twelve (12) months, such report shall be removed from the employee's file and shall not thereafter be used against them.

Where an employee received a disciplinary suspension and receives no further reports of a similar nature for a period of eighteen (18) months, such report shall be removed from the employee's file and shall not thereafter be used against them.

In the case of disciplinary action for abuse or neglect of a resident, the report shall be removed from the employee's file after a period of thirty-six (36) months providing the employee's file has remained discipline free for such thirty-six (36) month period.

#### **10.05 Right to Have Steward Present**

- a) Where the Employer intends to discipline an employee, the Employer shall so notify the employee in advance in order that the employee may contact their Steward or Union Officer to be present at such meeting.
- b) If the Employer deems it necessary to take disciplinary action against an employee, the employee will be advised of such pending discipline within (10) ten working days of the Employer becoming aware of the facts giving rise to the discipline.

#### **10.06 Access to Personnel File**

- a) An employee shall have the right at any time to have access to and review their personnel record at a time mutually agreed with the Employer and in the presence of their manager or designate. The employee and/or the Employer have the option of having a Union Officer present while reviewing the file. An employee shall have the right to respond in writing to any document therein and such reply shall become part of the permanent record.
- b) An employee shall have the right to make copies of any material contained in their personnel record.

## **10.07 Witnesses**

At any stage of the grievance or arbitration procedure, the parties may have the assistance of any employee(s) concerned as witnesses.

In order to facilitate appropriate scheduling in the Home, the Union shall provide the Administrator with a written request for witnesses to be scheduled off at least one (1) week in advance where possible. If the Union fails to provide such notice, it is understood that there will be no guarantee that the leave will be granted.

## **10.08 Suspension and Pending Investigation**

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

# **ARTICLE 11 - SENIORITY**

## **Definitions**

- a) Full-time employees are those employees regularly scheduled to work more than forty-eight (48) hours bi-weekly.
- b) Part-time employees are those employees regularly scheduled to work forty-eight (48) hours bi-weekly or less.
- c) A non-scheduled employee shall be a part-time employee who has no regularly scheduled hours bi-weekly and who will be assigned work only when no full-time or regular part-time employee is available to work the hours.

## **11.01 Seniority Defined**

### **a) Full-time Employees**

Seniority is defined as the length of service in the bargaining unit which shall include service with the St. Lawrence Estate providing there has been no break in service between St. Lawrence Estate and Woodland Villa. An employee who has completed their probationary period, as set out in Clause 11.03 below, shall have their name placed on the seniority list and shall be credited with three (3) months of seniority.

### **b) Part-time Employees**

- i) Seniority is defined as the number of hours worked in the bargaining unit. An employee who has completed their probationary period, as set out in clause 11.03 below, shall have their name placed on the seniority list and shall be credited with four hundred and fifty (450) hours of seniority.

- ii) Seniority for part-time employees will accrue by hours of work, fifteen hundred (1500) hours being equivalent to one (1) year seniority and one hundred and twenty-five (125) hours equating to one (1) month.
- c) Where full-time employees change their status to part-time, and where part-time employees change their status to full-time, the following equation shall be used when converting hours of work to years of service and vice-versa:  
1500 hours = one (1) year service  
125 hours = one (1) month service
- d) Under no circumstance can an employee gain more than one (1) year of service in one year. Regardless of the number of hours worked in a year, a part-time employee shall not accrue more than fifteen hundred (1500) hours of seniority per year. This cap will be applied to all provisions related to service/seniority rights provided for in the Collective Agreement.

### **11.02 Seniority List**

- a) The Employer shall maintain a seniority list showing years and months of service for full-time employees and the number of hours worked for part-time employees. Full-time employees who have transferred from part-time shall have their seniority expressed in years and months (if less than one (1) year) and hours (if less than one (1) month).
- b) An up-to-date seniority list shall be sent to the Union and posted on the bulletin board designated therefore, in January, April, July and October of each year. Employees shall have thirty (30) calendar days from the date of posting to notify the Employer of any errors in seniority calculations. If no errors are reported within such thirty (30) day period, the seniority list shall be accepted as correct for all employees.
- c) For the purpose of applying calculated seniority the following will apply:
  - i) Job posting; calculated to the closing date of the posting
  - ii) Any other circumstances: in accordance with the most recent posted seniority list

### **11.03 Probation for Newly Hired Employees**

Newly hired employees shall serve a probationary period as follows:

- a) Full-time employees: three (3) months from the date of hiring
- b) Part-time employees: four hundred and fifty (450) hours from the date of hire
- c) Newly hired employees may be discharged at the discretion of the Employer during probationary periods, without application of the grievance procedure provided for in the collective agreement.

- d) Should an employee assume a full-time position during their probationary period as a part-time employee, any shifts worked shall be considered as a portion of expired probation in the full-time position. During the probationary period, the employee shall however, be entitled to all other rights and benefits of this agreement, unless otherwise provided herein, and with the exception of the grievance procedures pertaining to discharge.
- e) Any hours worked on a modified work program during the probationary period shall not be considered probationary time served under the provision of Article 11.03 a) or b).

#### **11.04 Loss of Seniority**

- a)
  - i) An employee, because of sickness, accident or leave of absence shall not lose seniority rights. Leaves of absence not related to accident or illness shall be without loss or accrual of seniority unless otherwise specified in this agreement.
  - ii) Employees on leave of absence due to illness or a non-work related accident shall continue to accrue seniority while in receipt of Weekly Indemnity benefits.
- b) An employee shall be deemed terminated in the event of:
  - i) They are discharged for just cause and are not reinstated.
  - ii) They voluntarily resign or retires.
  - iii) They are absent from work in excess of two (2) working days without prior approval or sufficient cause.
  - iv) They fail to return to work within seven (7) calendar days following layoff and after being notified by registered mail to do so, unless through sickness or other just cause.
  - v) They are laid off for a period of longer than eighteen (18) months.
  - vi) They fail to return to work upon the 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.
  - vii) They have refused the opportunity to work for a period of three (3) consecutive months. It is understood that “no answer” shall not constitute a refusal.

#### **11.05 Transfer and Seniority outside the Bargaining Unit**

- a) It is understood that an employee shall not be transferred by the Home to a position outside the bargaining unit without their consent.

- b) An employee transferred to a position outside the bargaining unit for a period not exceeding twelve (12) months shall remain a member of the bargaining unit and shall retain the right to return to their former position. Such employee shall continue to accumulate seniority during the period of time outside the bargaining unit.
- c) It is understood that such time frame may be extended by the mutual consent of the parties.

If extended beyond the twelve (12) months, the employee shall not continue to accumulate seniority. If the employee is returned to the bargaining unit, they shall be credited with the seniority held at the time of transfer up to and including the twelve (12) months.

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

### **12.01**

- a)
  - i) When a vacancy occurs, or a new position is created inside the bargaining unit, the Employer shall post notice of the position within two (2) weeks of the position becoming vacant on the bulletin board designated for such purpose, for a minimum of seven (7) calendar days and send a copy of the notice to the Union at the same time as the vacancy is posted.
  - ii) The posting shall be awarded within seven (7) working days following the application deadline. The successful applicant shall assume the posting as scheduling permits.

#### **b) Temporary Vacancies**

- i) Temporary vacancies expected to last sixty (60) days or more shall be posted in the same manner as 12.01 (a). It is understood that 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 (60) days whichever comes first.

Such vacancy will be filled in accordance with the provisions of Article 12.04. The successful candidate will be paid the regular rate of pay in accordance with employee's seniority status. Part-time employees filling temporary full-time vacancies shall maintain their part-time status for a maximum of four months, at which time the employee shall be paid the full-time rate and be eligible for full-time benefits and sick leave or can choose to keep the in-lieu of benefits. The Employee shall make their choice known to the Employer prior to the ending of the four-month period.

Full-time employees filling temporary part-time vacancies shall maintain their full-time status for one month, at which time the employee shall be paid the part-time rate and will not be eligible for full-time benefits.

- ii) Vacancies of sixty (60) days or less need not be posted but shall be filled by the most senior full-time employees with the required qualifications to a maximum of seventy-five (75) hours then to part-time employees to a maximum of 48 hours. (As per the Arbitration Award).
  - iii) Full-time employees may apply for temporary vacancies of more than sixty (60) days.
  - iv) An employee holding a temporary vacancy that extends to one (1) year or beyond, may choose to remain in said temporary vacancy or return to their permanent position at the end of each year in the temporary position. If the employee chooses to return to their former position, the temporary vacancy shall be re-posted.
- c) Probationary employees may apply for job postings provided such posting is for a position within the same department.
- d) 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 instances where such employee returns to work prior to the estimated day of return the Employer shall not be liable for payments to the resulting displaced employee(s).
- e) 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.

### **12.02 Information in Postings**

Such notice shall contain the following information:

Classification, qualifications, required knowledge, education, skills and shift.

### **12.03 No Outside Advertising**

Outside advertising for any job vacancy shall not occur until notice has been posted in accordance with Paragraph 12.01.

### **12.04 Role of Seniority in Promotions and Transfer**

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 making staff changes, transfers or promotions, appointment shall be made of the applicant with the greatest seniority, provided they possess the required qualifications. The successful applicant shall be notified within one (1) week of the posting.

#### **12.05 Trial Period**

The successful applicant shall be placed on trial for the period of forty-five (45) calendar days. Conditional to satisfactory service, the employee shall be declared permanent after the period of forty-five (45) calendar days. In the event the successful applicant proves unsatisfactory in the position during the trial period, or if the employee is unable to perform the duties of the new job classification, they shall be returned to their former position, wage or salary rate and without loss of seniority.

Any other employee promoted or transferred because of the rearrangement of positions shall also be returned to their former position, wage or salary rate, without loss of seniority. During the forty-five (45) day trial period, the employee shall not be eligible to apply for any other position, unless the new posting is for a different shift or the new posting provides for additional hours or the trial period is in a temporary position and the new posting is a permanent position.

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

#### **12.06 Promotions Requiring Higher Qualifications**

Where there is no qualified applicant for a posted position, consideration for promotion will be given to the senior applicant who does not possess the required qualifications, but who is preparing for qualifications prior to the filling of the vacancy. If such employee is promoted, they will be given an opportunity to qualify within forty-five (45) days and if they fail to qualify, they shall revert to their former position and wage rate. This paragraph to comply with MOH regulations.

#### **12.07 Notification to Employee and Union**

- a) 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 designated bulletin board.
- b) An employee voluntarily terminating their employment shall provide written notification to the Employer and the union at least two (2) weeks prior to the effective date of such terminations.

#### **12.08 Disability**

An employee unable through injury or illness to perform their normal duties may be provided with alternate suitable employment if such is available and provided such employee does not displace another employee. It is understood that this provision shall not apply to work related illness or injury.

## **12.09 Older Worker Provision**

An employee who through advancing years is unable to perform their normal duties, may be provided with alternate suitable employment if such is available and provided such employee does not displace another employee.

## **12.10 New Classifications**

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 Employer's rationale for establishing the rate, and the reasons the Union disagrees with the rate. If the parties reach agreement, the agreement is effective as of the date on which the Employer gave the Union notice of the new rate. 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**

Both parties recognize that job security should increase in proportion to the length of service.

### **13.01 Definition of Layoff**

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

**13.02** The Employer agrees to meet with representatives of the Union prior to the implementation of any layoffs or reduction of hours in order to give the parties an opportunity to discuss alternative solutions.

**13.03 No New Employees**

No new employee shall be hired until those qualified to perform the same type and class of work on lay-off have been given an opportunity of recall.

**13.04 Advance Notice of Layoff**

- a) In the event of a proposed layoff of a permanent or long-term nature of thirteen (13) weeks or more, the Employer will provide the Union with at least eight (8) weeks' notice. This notice is not in addition to required notice for individual employees.
- b) In the event of a layoff of a permanent or long-term nature, the Employer will provide affected employees with notice in accordance with the *Employment Standards Act* as follows:
  - i) one (1) weeks' notice in writing to the employee if their period of employment is less than one (1) year
  - ii) two (2) weeks' notice in writing to the employee if their period of employment is one (1) year or more but less than three (3) years
  - iii) three (3) weeks' notice in writing to the employee if their period of employment is three (3) years or more but less than four (4) years
  - iv) four (4) weeks' notice in writing to the employee if their period of employment is four (4) years or more but less than five (5) years
  - v) five (5) weeks' notice in writing to the employee if their period of employment is five (5) years or more but less than six (6) years
  - vi) six (6) weeks' notice in writing to the employee if their period of employment is six (6) years or more but less than seven (7) years
  - vii) seven (7) weeks' notice in writing to the employee if their period of employment is seven (7) years or more but less than eight (8) years
  - viii) eight (8) weeks' notice in writing to the employee if their period of employment is eight (8) years or more.

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

### **13.06 Lay-Off Procedure**

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

### **13.07 Recall Rights**

- a) An employee shall have opportunity of recall from a lay-off to an available opening, in order of seniority, provided they have the skill, ability and qualifications required to perform the work and provided such opening is first posted under the job posting procedure, and has not been filled. In determining the skill, ability and qualifications required to perform the work for the purposes of the paragraphs above, the Employer shall not act in an arbitrary or unfair manner.
- b) No new employee shall be hired until all those laid off for less than eighteen (18) months have been given the opportunity to return to work provided the employee(s) on lay-off have the skill, ability and qualifications to perform the available work. The Employer shall notify the employee of recall opportunity by

Registered Mail, addressed to the last address on record with the Employer. 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. The employee shall notify the Employer of their intent to assume or refuse the position within five (5) days of receipt of the Registered letter. Receipt of the Registered letter shall be deemed to be on the fifth (5<sup>th</sup>) day following the date of mailing. The employee is solely responsible for their proper address being on record with the Employer.

The Employer shall pay its share of the insured benefits premiums for the month in which the lay-off occurs.

- c) Employees on lay-off or notice of lay-off shall be given preference for temporary vacancies, which are expected to exceed sixty (60) days of work. An employee who has been recalled to such temporary vacancy shall not be required to accept such recall and may instead remain on lay-off. This provision supersedes the job posting provision.
- d) A laid off employee shall retain the rights of recall for a period of eighteen (18) months.
- e) For purposes of lay-off and recall, full-time and part-time seniority will be deemed to be merged. Accordingly, one (1) year full-time seniority equals fifteen hundred (1500) hours' part-time seniority.
- f) 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 which was held prior to the lay-off should a permanent position become vacant within nine (9) months of being recalled. This shall only apply after everyone qualified has been recalled.
- g) An employee who has been displaced into a different classification shall have the privilege of returning to the original classification, which was held prior to the displacement should it become vacant within nine (9) months of being displaced.

This shall only apply when a laid off employee is not qualified to work in the position they are being recalled to.

An employee may elect to refuse the opportunity to return to their original classification. It is understood that in doing so, such employee forfeits the rights provided for under this Article.

- h) Employees whose hours have been reduced shall have the opportunity to increase their hours to the number they were at prior to the reduction, before activating the recall procedure. If the employee opts not to exercise their right under these provisions, they forfeit any future entitlement to have their hours reinstated.

### **13.08 Grievances on Lay-offs**

Grievances concerning layoffs due to a reduction in the working force shall be initiated at Step 2 of the Grievance Procedure.

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

### **14.01 Regular Working Hours**

- a) The regular working hours for full-time employees within the Bargaining Unit shall not be more than seven and one half (7½) hours per shift excluding a thirty (30) minute meal break and the total regular working hours shall not exceed seventy-five (75) hours during a scheduled two (2) week period.
- b) The regular working hours for part-time employees within the Bargaining Unit shall not be less than three (3) hours and not more than seven and one half (7½) hours per shift.
- c) Part-time employees working more than four (4) consecutive hours shall be entitled to a thirty (30) minute unpaid meal break.
- d) Notwithstanding the above, due to the nature of care, the Employer may introduce shifts of less than seven and one half (7½) hours upon agreement by the Union.

Such agreement will not be unreasonably withheld where shifts of less than seven and one-half (7½) hours are deemed to be in the best interest of the care of the residents and/or the workload or health and safety of employees.

### **14.02**

- a) No employee shall be scheduled to work more than five (5) consecutive days without their consent or agreement thereto. An employee's application for a job posting is agreed to be their consent.
- b) Shift rotation for current full-time and part-time employees may only be introduced after the Union and the Employer have reached mutual agreement on implementation of such rotation, failing to reach mutual agreement the matter may be referred to the grievance procedure.
- c) It is understood that this provision shall not apply to new employees or to employees who choose to rotate shifts through the job posting procedure.

### **14.03 Work Schedules**

- a)
  - i) Work schedules for all employees shall be posted in each respective department two (2) weeks in advance of the start of the new schedule.
  - ii) It is the responsibility of employees to check the schedule for their hours of work.

- iii) If the Employer amends the schedule once it is posted, they shall notify the employee of the changes or additions within one (1) week of the change taking effect.
- b) Work schedules shall be arranged to allow for equality of weekend distribution. It is understood that a weekend shall mean Friday 11:00 p.m. until Sunday 11:00 p.m.
- c) Employees scheduled to work less than fifteen (15) hours off between shifts shall be compensated at one and one half (1 ½) 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.
- d) Employees may submit written requests for a specific day off. Such requests will not be unreasonably denied, providing the request is received one (1) week prior to the posting of the schedule. Only in extenuating circumstances will requests, not submitted one (1) week prior to the posting of the schedule, be considered.
- e) The schedules once posted shall not be changed without mutual consent of the employee and the Employer.
- f) When a shift is missed due to error, the employee will be scheduled the next mutually agreed on available shift within master. If a call-in occurs on this scheduled day and the employee would have been eligible to receive that shift, the scheduled shift will be re-scheduled

#### **14.04 Rest Periods**

- a) Employees scheduled to work more than three (3) hours and up to six (6) hours shall be entitled to one (1) rest period of fifteen (15) minutes.
- b) Employees scheduled to work more than six (6) hours shall be entitled to two (2) rest periods of fifteen (15) minutes.
- c) All rest periods are to be taken at a time and place scheduled by the Employer

#### **14.05 Call-ins**

- a) A call-in shall be defined as less than twenty-four (24) hours' notice from an employee that they are unable to report for duty in accordance with the posted schedule. More than twenty-four (24) hours' notice from an employee that they are unable to report for duty in accordance with the posted schedule will be considered an available shift and will be filled in accordance with the scheduling provisions of Article 14.03.
- b) Part time employees shall be given the opportunity to be called in for extra shifts on days they are not scheduled to work, in order of seniority, within their classification.

Employees shall be given the opportunity to be called in for extra shifts in the following manner:

- i) Part-time employees not scheduled to work with less than seventy-five (75) hours in order of seniority within their classification.
  - ii) Full-time employees not scheduled to work with less than seventy-five (75) hours in order of seniority within their classification.
  - iii) Employees on the alternate list.
  - iv) Employees already scheduled on shifts in order of seniority within their classification, not resulting in overtime.
  - v) Overtime in order of seniority within their classification, at the discretion of the Employer.
  - vi) It is understood for the purpose of call-ins only, employees working in the laundry and in the housekeeping, departments shall be considered in the same classification save that the call-ins will first be offered to the classification of the department before they are offered to a classification of the other department.
- c) An employee called after a shift has begun shall be paid from the time the call has been accepted provided, they report to work within thirty (30) minutes of the call.
- d) Any employees not wishing to work more than the shifts they are scheduled for, will have to fill out a form provided by the Employer stating such and shall have no recourse or complaint for not having been called. Changes to such request may be submitted twice (2) during the calendar year by April 1<sup>st</sup>, for the period May 1<sup>st</sup> to October 31<sup>st</sup> and October 1<sup>st</sup> for the period November 1<sup>st</sup> to April 30<sup>th</sup>.

Any employee hired following January 3, 2008, and whose terms of hire include a commitment to shift availability for call ins, shall be expected to meet their conditions of employment and be available to work all shifts required for their classification.

- e) Where employees wish to be available for call-ins to other classifications, they will be added to the alternate call-in list for that classification provided they have the skill, ability and qualifications to perform the available work without training/orientation.
- f) The employee is required to provide the Employer with one (1) current telephone number to be used for the purposes of call-ins. The call-in procedure shall continue if a busy signal or answering machine occurs, unless the employee calls back before the shift is filled. A refusal or the employee's unavailability shall be counted as worked for the purpose of call-in rotation. If the employee verbally refuses any one (1) shift after five (5) consecutive offers for that shift, their name shall be removed from the call-in list for that shift. In the case where the employee wishes to be placed back on the Availability Sheet for the removed shift, the employee is required to complete a new Availability Sheet.

**g) 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.

- 14.06** 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**

**15.01 Overtime Defined - Full-time & Part-time Employees**

Overtime shall be paid for all hours worked over seven and one half (7 ½) hours in a shift and seventy-five (75) hours bi-weekly at the rate of time and one half (1 ½) the employee's regular rate of pay.

**15.02 Meal Allowance**

An employee who works overtime in excess of four (4) hours at the end of their regular shift and who has not been notified before reporting for work that they will be required to do so, will be paid a meal allowance of up to six dollars (\$6.00) upon presentation of a receipt therefore, or Employer will provide meal.

**15.03 No Lay-off to Compensate for Overtime**

Employees who work overtime will not be required to take time off from regularly scheduled hours to make up for overtime worked but may take equivalent time off by mutual agreement.

**15.04 Distribution of Overtime**

The Employer shall assign any available overtime to employees who are willing and qualified to perform the available work on the basis of seniority within each department.

**15.05 Overtime During Lay-off**

There shall be no continuous overtime worked in any department while there are employees on lay-off able to perform the available work except during periods of emergencies.

### **15.06 Call Back Pay Guarantee**

- a) A full-time employee designated to be on stand-by who has completed their regular shift and has left the Home and who is called back to work will be paid one and one-half (1½) times their straight time hourly rate for all hours worked on the call-back with a minimum of four (4) hours at their regular rate of pay or at time and one-half (1½) for the hours actually worked, whichever is greater, from the time they leave their home to report for duty.
- b) A part-time employee shall be guaranteed a minimum of four (4) hours work.

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

There shall be no pyramiding of overtime payment. Overtime premiums for a part-time employee shall be one and one-half (1½) times their regular straight time hourly rate established in Schedule "A". Premium payment shall not be made on part-time percentage in lieu of benefits.

## **ARTICLE 16 - HOLIDAYS**

### **16.01 Paid Holidays**

The Employer recognizes the following as paid holidays:

New Year's Day	Civic Holiday
Day after New Year	Labour Day
Good Friday	Thanksgiving Day
Victoria Day	Christmas Day
Canada Day	Boxing Day
Family Day	Float Day (Effective from January 1, 2012)

### **16.02 Work on a Holiday**

- a) All employees who are required to work on one of the above listed holidays shall be paid at the rate of time and one-half (1½) their regular hourly rate for all hours worked.
- b) Where an employee qualifies for holiday pay in accordance with Article 16.05, the employee may choose to:
  - i) Receive compensation for the holiday at time (1x) OR
  - ii) Take another day off with pay at a time mutually agreeable between the Employer and the employee within five (5) months of the holiday. Such day shall not be unreasonably denied provided a written request is received a minimum of fourteen (14) days prior to the day off. Failure to take the holiday will result in compensation at the rate in effect on the day the holiday occurred.

- c) A shift that begins or ends during the twenty-four (24) hour period of the holiday, where the major portion of the time worked falls within the holiday, shall be deemed to be work performed on the holiday for the full period of the shift.
- d) All employees shall be scheduled to work paid holidays in order of seniority.

### **16.03 Compensation for Holidays falling on a Scheduled Day Off**

When any of the above-noted holidays fall on an employee's scheduled day off, and the employee is entitled to a statutory holiday in accordance with Article 16.05.

- i) The employee shall receive payment equal to one day's pay OR.
- ii) An employee who qualifies for a statutory holiday in accordance with 16.05 may take another day off with pay in accordance with Article 16.02 (b) (ii).

### **16.04 Holiday Pay Remuneration for Part-time Employees**

Holiday pay for part-time employees will be computed on a basis of an average of the number of hours worked in the four (4) weeks immediately preceding the holiday and shall be paid at the employees' current rate of pay.

### **16.05 Entitlement to a Holiday**

In order to be entitled to a statutory holiday with pay:

- a) 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 by virtue of illness verified by a medical certificate, unless absence is due to an authorized leave of absence for which the employee is entitled to remuneration at their regular rate of pay. Payments under the weekly indemnity plan will be recognized as regular rate of pay.
- b) It is understood that earned wages is deemed to mean any monetary remuneration payable by an employer to an employee. Accordingly, WSIB payments shall not be considered wages earned.

### **16.06 Compensation for Holidays Falling Within Vacation - Full-time Employees Only**

If any of the above holidays occurs during an employee's vacation period, and the employee is entitled to holiday pay in accordance with Article 16.05, the employee will receive an additional day off with pay or payment for the holiday. The additional day off shall not be added to the period of the vacation of the employee unless with consent of the Employer.

**16.07**

- 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 and Boxing Day; or
  - ii) Day before New Year's Day, New Year's Day and January 2<sup>nd</sup>.
- b) Preference as to which holiday is worked will be determined in accordance with what was worked the previous year and will alternate from year to year. In the event that there are sufficient number of employees in a given classification such that all employees are not required to work either Christmas or New Years, the most senior employee(s) in that classification will have the option of being scheduled off for both.
- c) Notwithstanding, an Employee (Full-Time or Part-Time) may request to work all days mentioned above.

**ARTICLE 17 - VACATION**

**17.01 Vacation Pay – Full-time**

- a) On completion of six (6) months of service – one week with pay

1 or more years of service	2 weeks' vacation with pay
3 or more years of service	3 weeks' vacation with pay
8 or more years of service	4 weeks' vacation with pay
15 or more years of service	5 weeks' vacation with pay
25 or more years of service	6 weeks' vacation with pay
28 or more years of service	7 weeks' vacation with pay

A week of pay for full time employees will equal the number of days the employee normally works each week.

The maximum number of days available for paid vacation days for any employee will equal the number of weeks entitlement x 5 (prorated for FT employees working less than ten (10) shifts biweekly).

To the extent that employees have to be moved up the vacation grid or receive an increase in vacation pay it will be effective the next vacation year following the signing of this Memorandum.

### 17.01 Vacation Pay - Part-time

a)

750 or more hours worked	1 week vacation with pay at 4% of gross
1500 or more hours worked	2 weeks' vacation with pay at 4% of gross
4500 or more hours worked	3 weeks' vacation with pay at 6% of gross
12,000 or more hours worked	4 weeks' vacation with pay at 8% of gross
22,500 or more hours worked	5 weeks' vacation with pay at 10% of gross
37,500 or more hours worked	6 weeks' vacation with pay at 12% of gross
42,000 or more hours worked	7 weeks' vacation with pay at 14% of gross

b) When applying (a) to part-time employees, "years" shall be deemed to mean hours on the basis of fifteen hundred (1500) hours being equivalent to one (1) year, as defined in Article 11.01 (b) (ii).

### 17.02 Vacation

- a) Vacation time shall be taken within one year following the completion of the employee's vacation year. Employees shall not be permitted to accumulate vacation from one year to another.
- b) For the purpose of calculating eligibility the vacation year will be the period from January 1<sup>st</sup> to December 31<sup>st</sup> of the preceding year.
- c) All vacations shall be taken by arrangement with the employee's supervisor in accordance with Articles 17.05 and 17.06. Vacations shall not be taken on the Christmas Day, Boxing Day or New Year's Day statutory holidays.

### 17.03 Vacation Pay on Termination or Retirement

Vacation allowance on termination of employment shall be the amount accrued at the date of termination or retirement.

### 17.04 Vacation Schedule

- a)
  - i) Selection of vacations shall be done until April 1<sup>st</sup>, for vacations being taken from June 1<sup>st</sup> to October 31<sup>st</sup>, in the vacation year. Vacation schedules for this period shall be posted by May 1<sup>st</sup> and not changed unless mutually agreed upon by the employee and the Employer.
  - ii) Selection of vacations shall be done until September 1<sup>st</sup> for vacations being taken from November 1<sup>st</sup> to May 31<sup>st</sup> of the following year. Vacation schedules for this period shall be posted by September 30<sup>th</sup> and not changed unless mutually agreed upon by the employee and the Employer.

- b) i) Vacation leave, in accordance with the employee's entitlement shall be mandatory for all employees. In extenuating circumstances, an employee can request to take only the minimum vacation leave as per the *Employment Standards Act*, subject to management's approval. Such request will not be unreasonably withheld.
- ii) Employees who fail to submit their vacation requests in accordance with (a) i) and ii) shall be assigned vacation leave at the discretion of the Employer.
- c) If an employee fails to submit their vacation request by April 1<sup>st</sup> or September 1<sup>st</sup>, the vacation request will not be unreasonably withheld and will be granted on a first come basis.

#### **17.05 Preference in Vacations**

- a) Vacation shall be granted on the basis of departmental seniority.
- b) Where two (2) or more employees request the same time of vacation and the Employer is unable to allow for the number of employees off at the same time, then seniority of the employees concerned, as per the last posted seniority list, shall be the deciding factor.

#### **17.06 Unbroken Vacation Period**

An employee shall be entitled to receive their vacation in an unbroken period if they so desire.

#### **17.07 Vacation Week Defined**

A vacation week is defined to mean an employee will be scheduled off work for seven (7) consecutive days unless the employee has requested and been granted an individual vacation day(s).

#### **17.08 Vacation Pay**

During the period of an employee's vacation leave, the Employer will pay the employee, by direct deposit into the employee's bank account, their vacation pay, proportionate to the vacation leave, on the regular workplace pay day.

#### **17.09 Individual Vacation Days**

Employees who are entitled to three (3) weeks of vacation or more, will have the option of taking one (1) week of their vacation in the form of individual days off, such individual days off not to be taken during the months of June, July and/or August. The scheduling of such days off shall be with the mutual agreement of the Employer and will not unduly affect the operation of the Home. It is agreed that an employee must submit requests for individual days off at least one (1) week in advance of a posted schedule and that if more than one (1) employee requests the same day off, and the Employer cannot accommodate all requests, it shall be allocated by seniority.

Employees shall indicate their intent to use individual days by December 31<sup>st</sup> of each year for the following vacation year. For clarity, the employee only has to indicate whether they wish to use individual days and not the particular days. Pay for each individual day of vacation will be prorated so that the total for the individual days will be the same as the amount the employees would have received for one (1) week of vacation taken in continuous days. Vacation pay for individual days of vacation will not be issued separately.

## **ARTICLE 18 - SICK LEAVE PROVISIONS**

**18.01** 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 under examination or treatment of a physician, chiropractor, or dentist or because of an accident for which compensation is not payable under the *WSIB Act*.

Full-time employees are entitled to six (6) days sick leave a year with pay. Sick leave is non-accumulative.

### **18.02 Proof of Illness**

- a) An employee who is unable to assume their employment responsibilities due to illness shall notify the Employer of such absence at least one and one-half (1½) hours before their scheduled work shift and failing to do so shall result in forfeiture of any entitlement to sick leave compensation unless such failure can be justified.
- b) An employee may be required to produce a certificate from a medical practitioner from any illness in excess of two working days, certifying that they were unable to carry out their duties due to illness. The Employer shall pay the cost of obtaining a medical certificate and/or forms for return to work.

### **18.03 Notification of Absence Due To Sickness**

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

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

### **19.01 Leave of Absence for Union Functions**

- a) Upon written request to the Employer, an employee elected or appointed to represent the Union at conventions or to attend Executive and Committee Meetings of CUPE, its affiliated or chartered bodies, shall be allowed unpaid leave of absence without loss of seniority or benefits.
- b) It is agreed that:
  - i) Leave shall not be granted if the absence cannot be covered by appropriately qualified personnel.
- c) In requesting such leave of absence in writing the Union will give fourteen (14) days clear notice to the Employer unless extenuating circumstances prevail. Such request shall be acknowledged in writing within one (1) week of its receipt.
- d) During such leave of absence, the employee's salary and applicable benefits shall be maintained by the Employer on the basis of what their normal regular hours of work would have been, provided that the Union reimburses the Employer in the amount of such salary and applicable benefits within thirty (30) days of billing.

### **19.02 Leave of Absence for Full-time Union or Public Duties**

- a)
  - i) The Employer recognizes the right of an employee to participate in public affairs. Therefore, upon written request, the Employer shall allow unpaid leave of absence so that the employee may be a candidate in Federal, Provincial or Municipal elections.
  - ii) An employee who is elected to public office shall be allowed unpaid leave of absence during their term of office.
  - iii) An employee who is elected or selected for a full-time position with the Union or anybody with which the Union is affiliated, shall be granted unpaid leave of absence for a period of up to two (2) years and such leave may be extended at the discretion of the Employer.
- b) An employee who is on an approved leave of absence for full-time Union or Public Duties, as defined in a), shall:
  - i) Continue to accrue seniority to a maximum of two (2) years. Such leave may be extended at the discretion of the Employer.
  - ii) Become responsible for the full payment of any applicable benefits in which the employee is participating, during such leave of absence. It is understood that if such payment is not received by the Employer by the first (1st) day of each month during the leave, benefit coverage will be terminated.

### 19.03 Bereavement Leave

- a) In the event of the death of an employee's spouse/common-law spouse or child, the Employer will grant a leave of absence of five (5) days up to and including the day after the funeral. Full leave shall be without loss of regular pay from regularly scheduled hours. Additional Leave of Absence without pay will be granted by the Employer if so requested.
- b) When a death occurs in the immediate family an employee will be granted three (3) consecutive calendar days "Bereavement Leave". Full leave shall be without loss of regular pay from regularly scheduled hours and shall be taken in conjunction with the day of the funeral. Additional leave of absence without pay will be granted by the Employer if so requested.
- c) It is agreed that the immediate family shall mean the employee's mother, father, sister, brother, mother-in-law, father-in-law, brother-in-law, sister-in-law, grandparents, grandchildren, stepchildren and legal guardian.
- d) In the event of the death of the employee's aunt, uncle, niece, nephew or grandparents of the employee's spouse the employee shall receive one (1) day bereavement leave, without loss of pay, to attend the funeral.
- e) Other relatives: one (1) day without loss of pay when required to serve as pallbearer at the funeral thereof.
- f) An additional day shall be granted to the foregoing if the funeral of the deceased person is to be held beyond a three hundred (300) kilometre radius of Woodland Villa.
- g) Seniority and benefits for full-time employees shall continue to accrue while on bereavement leave.
- h) Employees shall be entitled to an additional one (1) day leave without loss of pay for spring internment of a member of the immediate family as defined in 19.03 c).
- i) **Bereavement Leave during Vacation:**  
An employee qualifying for bereavement leave during leave for annual vacation shall be entitled to defer vacation entitlement equal to the entitled bereavement leave and which shall be taken at such time as may be mutually agreed between the employee and the Employer.

### 19.04 Illness in the Family

Family Medical Leave and/or Emergency Leave shall be as per the *Employment Standards Act*. The Employer may require verification by a medical representative.

## **19.05 Leave for Examination**

An employee shall be entitled, with the approval of the Administrator, to a leave of absence without pay for one (1) day per year to write examinations for courses required to meet standards or upgrade employee's qualifications for service within the Home. Requests for such leave shall be in writing. Seniority and benefits for full-time employees shall continue to accrue on Examination Leave.

## **19.06 Pregnancy and Parental Leave**

Unpaid Pregnancy and Parental Leaves will be granted in accordance with the *Employment Standards Act of Ontario* unless otherwise amended.

### **a) Pregnancy 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 and may begin no earlier than seventeen (17) weeks before the expected birth date. The employee shall give the Employer two (2) weeks' notice, in writing, of the day upon which they intend to commence their leave of absence and furnish the Employer with the 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 in order to be entitled to Pregnancy Leave.
- iii) 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 written 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.
- iv) During the period of Pregnancy Leave, to a maximum of seventeen (17) weeks, the Employer shall continue to pay the Employer's portion of benefits as prescribed by the *Employment Standards Act*, if the employee elects, in writing, to continue their share of the premiums. If deductions for the employee's share of the premiums are required, the employee shall make such payments to the Employer on or before the 1st day of each month for the duration of the leave. Should such payment not be received, it is understood that benefit coverage will be terminated.
- v) 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. With the exception of any changes to the employee's status which would have occurred had they not been on Pregnancy Leave, the employee shall be reinstated to their

former position, on the same shift(s) in the same department and at the current rate of pay. All employees who fill vacancies as a result of the above absences shall likewise be returned to their former permanent positions.

- vi) Credits for service for the purpose of salary increments, vacation, or any other benefit included and prescribed under the *Employment Standards Act* shall continue and seniority shall accumulate during the leave, to a maximum of seventeen (17) weeks.
- vii) Upon expiry of seventeen (17) weeks Pregnancy Leave, an employee may immediately commence parental leave, as provided under article 19.06 (b) of this agreement. The employee shall give the Employer at least two (2) weeks' notice, in writing, that they intend to take Parental Leave.
- viii) An employee who is on pregnancy leave as provided under this Agreement, who has completed 10 months of continuous service and has applied for and is in receipt of Employment Insurance pregnancy benefits pursuant to the Employment Insurance System, shall be paid a supplemental employment benefit. That benefit will be equivalent to the difference between 75% of their regular weekly earnings and the sum of their weekly rate of Employment Insurance benefits and any other earnings. Such payment shall commence following completion of the 1 (one) week Employment Insurance waiting period and receipt by the Employer of the employee's Employment Insurance cheque stub as proof that they are in receipt of Employment Insurance pregnancy benefits and shall continue while the employee is in receipt of such benefits for a maximum period of fifteen 15 weeks. 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.

**b) Parental Leave**

- i) An employee who becomes a parent, and who has been employed for at least thirteen (13) weeks immediately preceding the date of the birth of the child or the date the child first came into care or custody of the employee, shall be entitled to Parental Leave.
- ii) A "parent" includes: the natural mother or father of the child, a person with whom a child is placed for adoption and a person who is in a relationship with the parent of the child and who intends to treat the child as their own.
- iii) Parental Leave must begin no later than seventy-eight (78) weeks of the birth of the child or of the day the child first came into the custody, care and control of the parent. For employees on Pregnancy Leave, Parental Leave must begin immediately after Pregnancy Leave expires.
- iv) An employee taking Parental Leave must provide the employer with two (2) weeks written notice before the date the leave is to begin.

- v) For an employee who has taken Pregnancy Leave, Parental Leave ends sixty-one (61) weeks after it began or on an earlier day if the employee gives the Employer at least four (4) weeks written notice of that day. For an employee who has not taken Pregnancy Leave, Parental Leave ends sixty-three (63) weeks after it began or on an earlier day if the employee gives the Employer at least four (4) weeks written notice of that day.
- vi) During the period of Parental Leave, to a maximum of sixty-one (61) weeks for an employee who has taken Pregnancy Leave and sixty-three (63) weeks for an employee who has not taken Pregnancy Leave, the Employer shall continue to pay the Employer's portion of benefits as prescribed by the *Employment Standards Act* if the employee elects, in writing, to continue their share of the premiums.

With the exception of any changes to the employee's status which would have occurred had they not be on pregnancy leave, the employee shall be reinstated to their former position, on the same shift(s) in the same department and at the current rate of pay. All employees who fill vacancies as a result of the above absences shall likewise be returned to their former permanent positions.

- vii) Credits for service for the purpose of salary increments, vacation or any other benefit included and prescribed under the *Employment Standards Act*, shall continue and seniority shall accumulate during the leave to a maximum of sixty-one (61) weeks for an employee who has taken Pregnancy Leave and sixty-three (63) weeks for an employee who has not taken Pregnancy Leave.
- viii) Upon expiry of seventeen (17) weeks Pregnancy Leave, an employee may immediately commence Parental Leave, as provided under Article 19.07 b) of this Agreement. The employee shall give the Employer at least two (2) weeks' notice, in writing, that they intend to take Parental Leave.
- ix) 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*.

## **19.07 Workplace Safety and Insurance Act**

- a) Compensation Pending Workplace Safety and Insurance Board Benefits:
  - i) Where an employee is absent from work due to accidental bodily injury arising out of, or in the course of their employment, and is or becomes entitled to indemnity in accordance with the provisions of the *WSIB Act*, such employee shall be paid during such absence their regular rate of pay providing it is verified by a medical certificate up to a maximum of eight (8) weeks.

- ii) When WSIB benefits have been denied to an employee all monies paid by the Employer shall be repaid in full to the Employer within a mutually satisfactory time limit worked out by both parties.
  - iii) The intent of this clause is to ensure that an employee shall not suffer loss of earnings to which they are entitled under WSIB, while waiting for their benefit claim to be processed.
- b) The injured employee shall have a period of two (2) years from the date of injury within which they shall have the right to return to work upon the recommendation of the WSIB or the attending physician, provided the WSIB or physician certify that the employee has the capability to perform their normal job. Such employee shall continue to accrue seniority for a maximum period of two (2) years from the date of injury.
  - c) If an employee returns to work within the two (2) year period mentioned in (b) above, they shall be returned to their former job, or to work of the comparable nature at the applicable salary level.
  - d) If on the recommendation of the WSIB 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. The Employer shall offer the worker the first opportunity to accept suitable employment that may become available with the Employer. The Employer shall send a notice to the employee and the Union when such work becomes available.

#### **19.08 Education Leave**

The Employer may grant a request for a leave of absence for education purposes, which are health care related. During such unpaid leave the employee shall accrue seniority and service for the length of the leave for a maximum period of one (1) year.

#### **19.09 Paid Jury or Court Witness Duty Leave**

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

- i) notifies the Employer in writing, immediately on the employee's notification that they will be required to attend court.
- ii) presents proof of service requiring the employee's attendance.
- iii) deposits with the Employer the full amount of compensation received excluding mileage, travelling and meal allowance and an official receipt thereof.

- iv) should an employee be required to attend for pre-jury selection or serve as a juror in any court of law, or is required to attend as a witness in a court proceeding in which the Crown is a party, or is required by subpoena to attend a court of law or coroner's inquest in connection with a case arising from the employee's duties at the Home, the employee shall not lose their scheduled vacation/stat but shall be entitled to defer vacation/stat entitlement which shall be taken at a mutually agreed time.

#### **19.10 Other Leave**

An employee shall be entitled to leave of absence without pay and without loss of seniority when they request such leave for good and sufficient cause. Such request shall be submitted in writing, on a form provided therefore, for the consideration and approval of the Administrator and shall not unjustly be withheld and shall be for a minimum of one (1) week and up to a maximum of one (1) year.

It is understood that the intent of this provision is not to allow employees a Leave of Absence to pursue employment elsewhere. Exceptions may be considered in special circumstances (i.e., temporary relocation of spouse).

- 19.11** 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. It is understood that if payment for benefit premiums are not received by the first day of the month in which the benefit is effective, coverage shall be terminated.

- 19.12** It is understood that upon being given notice, the Employer requires reasonable time to arrange for an employee's return from leave.

The Employer will make every effort to accommodate the date specified.

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

#### **20.01 Shift Premium**

- a) The Employer agrees to pay a shift differential of thirty cents (30¢) per hour to be paid for each shift when the majority of hours fall between 3:00 p.m. and 7:00 a.m.

#### **20.01 Weekend Premium**

- a) Furthermore, the Employer shall pay a weekend premium of thirty-five cents (\$0.35) in the first pay period after ratification for all hours worked as defined in Article 14.03 b).

## **20.02 Pay Days**

- a) The Employer shall pay salaries and wages every second Thursday for the previous two (2) week period, with the exception of the pay periods encompassing Christmas/New Years and Easter, in which case pay day shall be Friday.
- b) Wages shall be paid in accordance with Schedule "A" attached hereto and forming part of this agreement.
- c) Such payment shall be made by direct deposit to the bank of the employee's choice at no cost to the employee.
- d) On each pay day, after 1:00 p.m., each employee shall be provided with a statement of their wages, hours worked, overtime payment in lieu of benefits, statutory pay, vacation pay and other supplementary pay.
- e) Where reference is made to "regular rate of pay" throughout this agreement it shall mean the hourly rate established in Schedule "A" and shall not include part-time percentage in lieu of benefits.

## **20.03 Rate of Pay on Transfer of Employment**

When an employee is required to temporarily substitute or perform the principal duties of another bargaining unit employee in a higher rated classification, such employee shall, during the temporary transfer, be entitled to the rate of pay established for the substitute position.

## **20.04 Pay on Temporary Transfers, Lower Rated Jobs**

An employee temporarily assigned to a position paying a lower wage shall not have their rate reduced during any such period of employment unless such assignment is at the request of the employee.

## **20.05 Payroll Errors**

Should an Employer error cause an employee's pay to be short an amount in excess of fifty dollars (\$50.00), the Employer agrees to rectify the matter within three (3) working days of being notified of the error.

If the Employer makes an overpayment of a day's pay or less for an employee, the overpayment will be deducted on the pay period following the date that the error is discovered. If the error is in excess of a normal day's pay, the Employer will be reimbursed based on a mutually satisfactory arrangement between the employee and the Employer.

## **20.06 Responsibility Allowance for Work Outside the Bargaining Unit**

- a) When the Employer temporarily assigns an employee to carry out the responsibilities of a salaried employee outside of the bargaining unit for a period in excess of ½ shift, the employee shall receive an allowance of seven dollars and fifty cents (\$7.50) for each shift from the time of the assignment.
- 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 for a period in excess of ½ shift, the employee shall receive an allowance of seven dollars and fifty cents (\$7.50) for each shift.
- c) Where there is neither an RN nor a Supervisory employee (or above) who is a Registered Nurse in the building and there is an RPN in the building, the above-noted allowance will apply to an RPN who is designated to be in charge of the building.

## **20.07 Uniforms**

The Employer agrees to pay to all employees with six or more months service one hundred and twenty dollars (\$120.00) a year towards uniform allowance to full-time employees and sixty dollars (\$60.00) a year for part-time employees, to be paid before the end of February in each year.

## **20.08 In-Service Training**

All employees who are required by the Employer to attend seminars for In-service Training; any time spent to attend the seminars beyond the employee's regular scheduled hours of work shall be subject to remuneration.

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

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

Once the RPN is placed at the experience level, they will progress on the grid in accordance with the collective agreement. (pt = 1 year for fifteen hundred (1500) 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 Employer Contributions to Hospital and Group Insurance (Full-time Employees Only)**

The Employer shall pay such cost as herein provided:

- 1) Ontario Health Insurance Plan - 100%
- 2) Group Life Insurance and Accidental Death and Dismemberment of one & one half (1.5 x) times the annual salary - 100%
- 3) Dental Plan: Blue Cross # 9 – rates one year ODA lag - 50%.
- 4) Extended Health Care Plan: Including prescription drugs (10/20 deductible) - 100%

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.

- 5) Vision - Effective January 1, 2019 – increase coverage to \$300.00 every two (2) years.
- 6) 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.
- 7) A weekly indemnity plan to provide benefits on 1/4/17 basis at 66-2/3% of normal earnings - 100%

#### **NOTE:**

The Employer shall be entitled to the full EI premium rebate.

- 21.02** The Employer shall provide to each employee a copy of the current information booklet for those benefits provided under this Article.

## **ARTICLE 22 - PENSION**

- 22.01** a) Effective July 1, 2003, 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 Nursing Homes and Related Industries Pension Plan (the "Plan"). The Employer shall match such contributions, the amount being four percent (4%) of applicable wages.

- b) The definition of "applicable wages" for the purposes of determining contributions to the Plan, shall be the basic straight time wages for all hours worked including straight time holiday pay and vacation pay. All other payments of any nature are hereby excluded.
- c) "Eligible employees" shall mean all full-time and part-time employees, in the Bargaining Unit, who have completed nine hundred and seventy-five (975) hours of service.
- d) The Employer and employee contributions shall be paid by the Employer to the Plan within thirty (30) days after the last day of the month for which the contributions are owing.
- e) The Union acknowledges and agrees that other than making contributions to the Plan as set out in the Article, the Employer shall not be obligated to contribute toward the costs of benefits provided by the Plan or be responsible for providing any such benefits.

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

- f) The Union and the Employer understand and agree that under current pension legislation and/or regulations, the Employer has no requirement to fund any deficit in the Pension Plan but is required to contribute only that amount as required by the Collective Agreement then in force between the parties.
- g) It is understood and agreed by the parties that should the current Pension legislation and/or regulations be changed to the extent 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.
- h) The Employer agrees to provide to the Administrator of the Nursing Homes and Related Industries Pension Plan on a timely basis with all information required pursuant to the Pension Benefits Act, 1987, which the Administrator may reasonably require in order to properly record and process pension contributions and pension benefits.

## **ARTICLE 23 - TECHNOLOGICAL CHANGES**

**23.01** The Employer shall notify the Union thirty (30) days in advance, prior to the introduction of any technological changes.

**23.02** Technological change shall be introduced only after the Union and the Employer have discussed methods regarding measures to protect the employees from any adverse effects.

## **ARTICLE 24 - GENERAL CONDITIONS**

### **24.01 Bulletin Board**

The Employer shall provide a 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 meetings and such other notices as may be of interest to the employees.

### **24.02 Continuation of Acquired Rights**

All provisions of this agreement are subject to applicable laws now or hereafter in effect. If any law now existing or hereafter enacted, or proclamation of regulations shall invalidate any portion of this Agreement, the entire Agreement shall not be invalidated and the existing rights, privileges and obligations of the parties shall remain in existence and either party, upon notice to the other, may reopen the pertinent parts of the Agreement for negotiations.

### **24.03 Plural or Masculine Terms**

Wherever 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 so requires.

### **24.04 Working Days**

For the purpose of this Agreement, working days shall not include Saturday, Sunday and statutory holidays. Where reference is made to days, it shall mean calendar days.

### **24.05 Employee Contact Information**

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

### **24.06 Copies of Agreement**

The parties will endeavour to have the revised Collective Agreement prepared for printing within eight (8) weeks of ratification.

### **24.07 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 well being of all staff and recognize the inherent worth and dignity of every employee. The Employer further recognizes that the issues 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 employee wish to use the workload review form attached to this Agreement for reference purposes only.

## ARTICLE 25 - RETROACTIVITY

**25.01** The rates in Schedule "A" shall be effective on the dates specifically noted and shall be available on a retroactive basis to all employees in the bargaining unit employed while such increases are effective, for all paid hours of employment. The Employer shall contact employees as soon as possible who have left its employ during the currency of this Agreement and advise them in writing of their entitlement to any retroactive wage adjustment, with copies of such letters to the Union. Any such employees shall have thirty (30) days from the date the letter of advice is mailed to them to claim their retroactive wage entitlement, which shall be paid by separate cheque to them, as soon as possible, from the date the claim is received by the Employer.

## ARTICLE 26 - TERM OF AGREEMENT

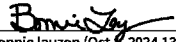
- 26.01** a) This agreement shall be binding and remain in effect until December 31, 2024 and shall continue from year to year thereafter unless either party gives to the other party in writing within ninety (90) days prior to the termination in any year notice that it desires its termination or amendment.
- b) In the event of such notification being given to amend this Agreement, negotiations between the parties shall begin within fifteen (15) days following such notification or a time mutually agreed to by the parties.

### 26.02 Changes in Agreement

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

**Signed this day 1<sup>st</sup> day of October, 2024.**

**FOR THE UNION:**


  
bonnie lauzon (Oct 8, 2024 13:38 EDT)

**Bonnie Lauzon**

**FOR THE EMPLOYER:**

  
N.Vijayakanthan (Oct 8, 2024 07:40 EDT)

**Nikala Vijayakanthan**

  
Marilyn Dallaire (Oct 3, 2024 07:02 EDT)


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**Marilyn Dallaire**

*Shawn Marie Riel*  
Shawn Marie Riel (Oct 4, 2024 05:53 EDT)

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**Shawn Riel**

  
Kyla Spurr (Oct 1, 2024 19:31 EDT)

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**Kyla Spurr**

*Janna Goulding*  
Janna Goulding (Oct 1, 2024 16:47 EDT)

---

**Janna Goulding**

  
Mark Kotanen

mw\*cope 491 

**LETTER OF UNDERSTANDING**

**Between**

**WOODLAND VILLA**

**And**

**CANADIAN UNION OF PUBLIC EMPLOYEES and its Local 1919**


**Scheduling – Dietary and Life Enrichment (only)**

Notwithstanding the provisions of Article 14.03 c), 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 day 1<sup>st</sup> day of October 2024.**

**FOR THE UNION:**


**FOR THE EMPLOYER:**

  
\_\_\_\_\_  
bonnie lauzon (Oct 2, 2024 13:38 EDT)

  
\_\_\_\_\_  
N.Vijayakanthan (Oct 8, 2024 07:40 EDT)

**Bonnie Lauzon**


**Nikala Vijayakanthan**

  
\_\_\_\_\_  
Marilyn Dallaire (Oct 3, 2024 07:02 EDT)

  
\_\_\_\_\_  
Shawn Marie Riel (Oct 4, 2024 05:53 EDT)

**Marilyn Dallaire**

**Shawn Riel**

  
\_\_\_\_\_  
Kyla Spurr (Oct 1, 2024 19:31 EDT)

  
\_\_\_\_\_  
Janna Goulding (Oct 1, 2024 16:47 EDT)

**Kyla Spurr**

**Janna Goulding**

  
\_\_\_\_\_  
**Mark Kotanen**

mw\*cope 491  
January 30, 2023

**LETTER OF UNDERSTANDING**

**Between**

**WOODLAND VILLA**

**And**

**CANADIAN UNION OF PUBLIC EMPLOYEES and its Local 1919**

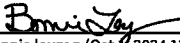
The parties agree to meet within sixty (60) days to discuss the interpretation and implementation of the collective agreement with respect to the issues below.

- Vacation requests under Article 17.05.
- Scheduling of part-time employees up to 48 hours
- Call-In Procedure


The Employer agrees a member of OMNI corporate will be in attendance at the meeting.

**Signed this day 1<sup>st</sup> day of October 2024.**


**FOR THE UNION:**

  
bonnie lauzon (Oct 4, 2024 13:38 EDT)

**Bonnie Lauzon**

  
Marilyn Dallaire (Oct 3, 2024 07:02 EDT)

**Marilyn Dallaire**

  
Kyla Spurr (Oct 1, 2024 19:31 EDT)

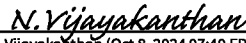
**Kyla Spurr**

  
Mark Kotanen


**Mark Kotanen**

mw\*cope 491  
January 30, 2023

**FOR THE EMPLOYER:**

  
N.Vijayakanthan (Oct 8, 2024 07:40 EDT)

**Nikala Vijayakanthan**

  
Shawn Marie Riel (Oct 4, 2024 05:53 EDT)

**Shawn Riel**

  
Janna Goulding (Oct 1, 2024 16:47 EDT)

**Janna Goulding**

**LETTER OF INTENT**

**- between -  
WOODLAND VILLA  
and  
CANADIAN UNION OF PUBLIC EMPLOYEES and its Local 1919**

**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**

\_\_\_\_\_

**SCHEDULE "A"**

**CUPE Local 1919  
January 1, 2023 to December 31, 2024**

CLASS	EFFECTIVE	START	3 MTHS F/T	1 YEAR F/T	2 YEARS F/T
			450 Hrs P/T	1500 Hrs P/T	3000 Hrs P/T
RPN	1-Jan-23	\$26.40	\$26.53	\$27.03	\$27.39
	1-Jan-24	\$27.33	\$27.46	\$27.98	\$28.34
Nurses' Aides*	1-Jan-23	\$24.12	\$24.61	\$25.16	\$25.59
	1-Jan-24	\$24.96	\$25.47	\$26.04	\$26.48
Dietary Aides, Housekeeping Aides, Laundry Aides	1-Jan-23	\$21.01	\$21.51	\$22.06	\$22.48
	1-Jan-24	\$21.75	\$22.26	\$22.83	\$23.27
Maintenance	1-Jan-23	\$21.01	\$21.51	\$22.06	\$22.48
	1-Jan-24	\$21.75	\$22.26	\$22.83	\$23.27

* Includes \$3.00 PWE effective Jan 1, 2023
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sp:cope491  
May 13, 2024

Apply a twenty cent (20¢) per hour increase to the RPN classification prior to the general increase effective January 1, 2021.

- 1) Upon completion of probation, 12% shall be added to all hourly rates for all paid hours in lieu of Employment Benefits, which are not applicable to part-time employees set out in this Agreement.
- 2) All wage increases noted in Schedule A will be implemented and effective the first full pay period following the dates noted above.
- 3) Effective May 25, 2012, qualified Cooks (as per Ministry of Health's Regulations) who work as a designated "Cook" shall receive the Dietary Aide rate and shall also receive a cook premium of \$0.85 per hour for all such hours worked.
- 4) Effective May 25, 2012, Dietary Aides who perform 'cooking' duties for the first 2 hours of the early day shift, or otherwise in the absence of a qualified "Cook" as assigned by the Employer, shall receive a premium of \$0.25 per hour for all such hours worked.