

# **COLLECTIVE AGREEMENT**

**- BETWEEN -**

**VILLA COLOMBO SENIORS CENTRE  
(VAUGHAN) INC.**

**(HEREINAFTER CALLED THE "EMPLOYER")**

**- AND -**

**CANADIAN UNION OF PUBLIC  
EMPLOYEES AND ITS LOCAL 5166**

**(HEREINAFTER CALLED THE "UNION")**

**TERM OF AGREEMENT**

**APRIL 17, 2023 TO APRIL 16, 2025**

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## **ARTICLE 1 - PURPOSE**

- 1.01 (a) The purpose of this Agreement is to:
- establish an orderly collective bargaining relationship between the Employer and the employees concerned and to provide a mechanism for the prompt and equitable disposition of grievances;
  - (b) establish and maintain satisfactory working conditions, hours of work and wages for all employees in accordance with the provisions of this Agreement;
  - (c) work together to secure the best possible care and health protection for the residents of the Home;
  - (d) work together to secure the efficient and safe operation of the Home.

## **ARTICLE 2 - SCOPE AND RECOGNITION**

### 2.01 Bargaining Unit Description

This Agreement shall apply to all full-time, part-time and casual employees of Villa Colombo - (Vaughan Facility), save and except for registered nurses, physiotherapists, occupational therapists, supervisors, foremen, persons above the rank of supervisor or foreman, office staff, maintenance staff, students employed during the school vacation period and those currently represented by another trade Union.

### 2.02 No Other Agreements

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

### 2.03 Only Union Authorized to Represent

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

#### 2.04 Representatives of Canadian Union of Public Employees

The Union shall have the right at any time to have the assistance of representatives of the Canadian Union of Public Employees or any other advisors when dealing or negotiating with the Employer. Such representatives or advisors may have access to the Employer's premises upon request, in order to deal with any matter arising out of the Agreement. Such request will not be unreasonably denied.

#### 2.05 Designation of Supervisor

Every employee shall be notified of his/her immediate designated supervisor by means of an organizational chart to be posted.

### **ARTICLE 3 - MANAGEMENT RIGHTS**

3.01 The Union acknowledges that all management rights and prerogatives are vested exclusively with the Employer and, without limiting the generality of the foregoing; it is the exclusive function of the Employer:

- (a) to determine and establish standards and procedures for the care, welfare, safety, and comfort of the residents in the nursing Home;
- (b) to maintain order, discipline, and efficiency, and in connection therewith to establish and enforce reasonable rules and regulations. Such rules will be made available to all employees and to the Union. The Employer reserves the right to introduce new rules from time-to-time, copies of which will also be made available to all employees and to the Union;
- (c) to hire, transfer, lay-off, recall, promote, demote, classify, assign duties, discharge, suspend or otherwise discipline employees who have completed their probationary period for just cause, provided that a claim of discriminatory transfer, promotion, demotion of classification or a claim that an employee who has completed his probationary period, has been discharged or disciplined without just cause, may be the subject of a grievance and dealt with as hereinafter provided. The discharge of probationary employee shall be at the sole discretion of the Employer;
- (d) to have the right to plan, direct and control the work of the employees and the operations of the Nursing Home. This includes the right to introduce new and improved methods, facilities, equipment, and to control the amount of supervision necessary, combining or splitting up of departments, work schedules, and the increase or reduction of personnel in any particular area or on the whole.

## ARTICLE 4 - DEFINITIONS

### 4.01 Employee

- (a) The term "employee" as used in this Agreement shall mean an employee within the bargaining unit unless expressly otherwise provided for.
- (b) A full-time employee is defined as a person who is regularly scheduled to work seventy-five (75) hours per two (2) week pay period.
- (c) A part-time employee is defined as a person who is regularly scheduled to work less than seventy-five (75) hours per two (2) week pay period. Part-time employees accumulate seniority on the basis of one (1) year of seniority for each 1800 hours worked.
- (d) A Casual employee is an employee who works on an on call-in or as needed basis. Casual employees who have not accepted a call-in in any four (4) consecutive month periods, without an explanation acceptable to the Employer shall be deemed to have resigned. Casuals must be available to work, and must accept if offered, a minimum of two (2) weekends per month and either Christmas Day, Boxing Day or New Year's Day.
- (e) Private Duty is work that is assigned based on client needs.

### 4.02 Pay

The terms "regular pay" and "straight pay" when used in this Agreement, shall mean the amounts indicated in the wage classification contained in Schedule "A".

### 4.03 Feminine Pronoun

As used in this Agreement, the feminine pronoun shall include the masculine pronoun where the context so applies.

### 4.04 Singular Case

Where the singular is used, it may also be deemed to mean the plural, within the appropriate context.

### 4.05 Physician

Physician means "medical doctor". Any reference to "physician" will include, where appropriate, nurse practitioner.

4.06 Sick Leave

Sick leave means a period of time an employee is absent from work by virtue of being unable to work because of illness or injury.

4.07 Day

Unless specifically hereinafter provided for, the term "day" shall mean "calendar days" and shall exclude Saturdays, Sundays and Holidays.

4.08 Shall

As used in this Collective Agreement, the term "shall" is mandatory and not directory.

## **ARTICLE 5 - UNION SECURITY**

5.01 Each of the parties hereto agrees there will be no discrimination, interference, restraint or coercion exercised or practised upon any employee because of membership in the Union.

5.02 (a) Employees covered by the Recognition clause shall be subject to regular monthly Union dues to be deducted from their wages and remitted to the Union.

(b) The Employer will supply the Union with the name, current address, phone number, classification and other relevant information of the employees with the first dues deduction.

(c) In consideration of the deducting and forwarding of the Union dues by the Employer, the Union and its members agree to indemnify and save harmless the Employer against any claims or liabilities resulting from the operation of this article.

(d) If the Employer agrees to provide the Union with information in an electronic format, the parties will meet to discuss the format in which the information will be set out. The parties will endeavour to communicate on this issue so that implementation is not impeded.

5.03 (a) Deductions

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

of the employees terminated during that month. A copy of this list shall also be forwarded to the Secretary of the Local Union.

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

#### 5.04 Employment of Disabled Workers

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

#### 5.05 New Employees

The Employer agrees that a Local Union representative will be given the opportunity to meet each newly-hired employee once during the employee's first week of employment, for the purpose of advising such employee of the existence of the Union and of her rights and obligations under the terms of this Agreement. Such meeting may take place on the Employer's premises at the time and location of the orientation and shall not exceed ten (10) minutes duration.

#### 5.06 T4 Slips

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

## **ARTICLE 6 - NO STRIKES OR LOCK-OUTS**

#### 6.01 No Strikes and Lockouts

The Union agrees that there shall be no strikes and the Employer agrees that there shall be no lock-outs during the term of this Agreement. The meaning of the words "strike" and "lock-out" shall be defined in the *Ontario Labour Relations Act* as amended. The parties further agree that the *Hospital Labour Disputes Arbitration Act (HLDA)* and Regulations apply.

## **ARTICLE 7 - UNION REPRESENTATION AND COMMITTEES**

### **7.01 Bargaining Committee**

- (a) It is agreed that when negotiations are conducted the Union will elect or otherwise select a negotiating committee consisting of three (3) stewards provided one (1) is part-time and one (1) is the President of the Local.
- (b) All members of the committee shall be regular employees of the Employer who have completed their probationary period.
- (c) Paid Union Leave shall be granted to the current members of the union bargaining committee to attend negotiations with the Employer. During such leave the Employer will continue to pay the employee's wages, benefits and entitlements up to but not including conciliation.
- (d) The Employer shall invoice CUPE Local 5166 for all costs related to paid union leave referred to in (c) above which has been approved by the union and the union agrees to pay such invoice within a reasonable time frame.

- 7.02 (a) The Employer will recognize a Labour/Management Committee which shall consist of two (2) employees appointed by the Union at least one (1) of which shall be part-time. Not more than two (2) committee members shall meet with Management at one time. The Employer shall be advised of the names of members of this committee and shall be notified of any changes from time to time. Management will have an equal number of representatives on this committee.
- (b) All members of the committee shall be regular employees of the Employer who have completed their probationary period.

- 7.03 (a) The Union acknowledges that employees who represent the Union must continue to perform their regular duties, and that so far as possible all of their Union activities will be carried on outside of their regular working hours, unless otherwise mutually arranged.
- (b) The Employer shall pay Union representatives and Committee members their respective wages for all time lost from regularly scheduled hours investigating and/or processing grievances.

**7.04 Labour Management Committee**

- (a) Where there are matters of mutual concern and interest that would be beneficial if discussed at a Labour-Management Committee meeting during the term of this Agreement, the following shall apply.
- (b) An equal number of representatives of each party as mutually agreed shall meet at a time and place mutually satisfactory. A request for such meeting will be made in writing at least one (1) week prior to the date proposed and accompanied by an agenda of matters proposed to be discussed.
- (c) A representative attending such a meeting shall be paid for wages lost from regularly scheduled hours. A Union staff member may attend as a representative of the Union. Meeting will be held quarterly unless otherwise agreed.
- (d) It is understood that there shall be one (1) committee only which shall have representation from both the full-time and part-time employees.

**ARTICLE 8 - GRIEVANCE PROCEDURE**

**8.01 Complaints and Grievances**

- (a) 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 allegation that this Agreement has been violated.
- (b) All complaints and grievances shall be taken up in the following manner:

**Step Number 1**

An employee having a question or complaint shall refer it to his immediate supervisor within seven (7) working days of the actual occurrence leading to the question or complaint. The supervisor shall reply to the employee, giving the answer to the complaint or question within seven (7) working days from date of submission.

**Step Number 2**

If further action is then to be taken, then within seven (7) working days after the decision is given in Step Number 1, the employee, who may request the assistance of his or her steward, shall submit the grievance in writing to the Manager of the department. A meeting will then be held between the Manager or his designated representative and the employee. It is understood that at such a meeting the Administrator or his designated representative may have such counsel and assistance as he may desire, and that the employee may have his

steward. The decision of the Manager or his designated representative shall be given in writing within ten (10) working days following the meeting.

### Step Number 3

If further action is then to be taken, then within seven (7) working days after the decision is given in Step Number 2, the employee, who may request the assistance of his or her steward, shall submit the grievance in writing to the Administrator of the Home. A meeting will then be held between the Administrator or his designated representative and the employee. It is understood that at such a meeting the Administrator or his designated representative may have such counsel and assistance as he may desire, and that the employee may have his steward and/or the outside Union official. The decision of the Administrator or his designated representative shall be given in writing within ten (10) working days following the meeting.

### Step Number 4

Should the Administrator fail to render his decision as required in Step Number 3 or failing settlement of any grievance under the foregoing procedure arising from the interpretation, application, administration or alleged violation of this Agreement, including any question as to whether a matter is arbitrable, the grievance may be referred to Arbitration by either the Employer or the Union. If no written request for Arbitration is received within seven (7) working days after the decision under Step Number 3 is given, the grievance shall be deemed to have been abandoned and the same grievance shall not be the subject matter of a further grievance.

8.02 Any of the time allowances above may be extended by mutual agreement of the parties.

8.03 In determining the time within which any action is to be taken or completed under the terms of this Agreement, such time limits shall be exclusive of Saturdays, Sundays and paid holidays.

### 8.04 Discharge Grievance

- (a) In the event of an employee who has completed his probationary period being discharged from employment, and the employee feeling that an injustice has been done, the case may be taken up as a grievance.
- (b) All such cases shall be taken up within seven (7) days and disposed of within seven (7) days (or such longer period as may be mutually agreed upon) of the date of the employee is notified of his discharge, except where a case is taken to Arbitration. Such a claim by an employee who has completed his probationary period shall be treated as a grievance if a written statement of such grievance is lodged with the Administrator within seven (7) days after the employee is

notified of his discharge or within seven (7) days after the employee ceases to work for the Employer, whichever is the earlier. All steps of the grievance procedure to Step Number 2 may be omitted in such cases.

#### 8.05 Employer's Grievances

The Employer may institute a grievance consisting of an allegation of a general misinterpretation or violation of this Agreement (by the Union or any employee covered by this Agreement), in writing, at Step Number 2 of the Grievance Procedure, by forwarding a written statement of said grievance to the Union Representative, providing it is presented within seven (7) working days after the circumstances giving rise to the grievance have originated or occurred; the Union Representative shall give his decision in writing within ten (10) working days after receiving the written grievance and failing settlement, the grievance may be referred to Arbitration by the Employer in accordance with Step Number 4 of the Grievance Procedure.

#### 8.06 Union Policy Grievance

The Union may institute a grievance consisting of an allegation of a general misinterpretation or a violation by the Employer of this Agreement in writing at Step Number 2 of the Grievance Procedure, providing that it is presented within ten (10) working days after the circumstances giving rise to the grievance have originated or occurred. However, it is expressly understood that the provisions of this clause may not be used to institute a grievance directly affecting an employee or employees which such employee or employees could themselves initiate as an individual or group grievance and the regular Grievance Procedure shall not be thereby bypassed.

#### 8.07 Group Grievance

Where a number of employees have similar grievances and each employee would be entitled to grieve separately, they may present a group grievance identifying each employee who is grieving to the Department Head or his/her designate within seven (7) days after the circumstances giving rise to the grievance had occurred, or ought reasonably to have come to the attention of the employees. The grievance shall then be treated as being initiated at Step Number 2 and the applicable provisions of this Article shall then apply with respect to the processing of such grievance.

#### 8.08 Grievance Mediation Process

- (a) Either party, with the agreement of the other party, may submit a grievance to Grievance Mediation at any time within ten (10) days after the Employer's decision has been rendered at the step prior to arbitration. Where the matter is so referred, the mediation process shall take place before the matter is referred to Arbitrator.

- (b) Grievance Mediation will commence within twenty-one (21) days of the grievance being submitted to mediation, or longer period as agreed by the parties.
- (c) No matter may be submitted to Grievance Mediation which has not been properly carried through the Grievance Procedure, provided that the parties may extend the time limits fixed in the Grievance Procedure.
- (d) The parties shall agree on a Mediator.
- (e) Proceedings before the Mediator shall be informal. Accordingly, the rules of evidence will not apply, no record of the proceedings shall be made and legal counsel shall not be used by either party.
- (f) If possible, an agreed statement of facts will be provided to the Mediator, and if possible, in advance of the Grievance Mediation Conference.
- (g) The Mediator will have the authority to meet separately with either party.
- (h) If no settlement is reached within seven (7) days following Grievance Mediation, the parties are free to submit the matter to Arbitration in accordance with the provisions of the collective agreement. In the event that a grievance which has been mediated subsequently proceeds to arbitration, no person serving as the Mediator may serve as an Arbitrator. Nothing said or done by the Mediator may be referred to Arbitration.
- (i) The Union and Employer will share the cost of the Mediator, if any.

## **ARTICLE 9 – ARBITRATION**

### **9.01 Referral to Arbitration**

- (a) It is agreed by the parties hereto that any difference of opinion relating to the interpretation, application or administration of this Agreement which cannot be settled after exhausting the Grievance Procedure may be settled by arbitration.
- (b) A notice of intent to arbitrate shall be forwarded to the other party within the time limits set out in Article 8 and such notice shall contain the name of the applicant's nominee to the Arbitration Board.
- (c) Within five (5) working days from the receipt of the notice of intent to Arbitrate, the other party must in turn name their nominee.
- (d) The respective nominees shall endeavour to select a third person to act as Chairperson. Should either party fail to name their nominee within five (5) working days or should the nominees fail to appoint a Chairperson within ten (10) working days from the date of their appointment, either party or their nominee shall request the Office of Arbitration, Ontario Ministry of Labour, to make the appropriate appointment.

#### 9.02 Payment for Board of Arbitration

Each of the parties hereto shall bear the expense of the nominee appointed by it, and the parties hereto shall jointly bear equally the expense of Chairperson, and any cost of the place of hearing of such arbitration, if and when the necessity arises.

#### 9.03 Powers of the Board

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

#### 9.04 Decision of the Board

The Arbitration Board shall hear and determine the matter and shall issue a decision which shall be in writing and contain the reasons for the decision. The decision of the majority shall be the decision of the Arbitration Board, but if there is no majority decision, the decision of the Chairperson will govern.

#### 9.05 Final and Binding

All agreements reached under the Grievance and Arbitration Procedures between the Employer and its representatives and the Union and its representatives will be final and binding upon the Employer, the Union and the employee(s) involved.

- 9.06 Any grievance involving the interpretation or application, administration or alleged violation of this Agreement which has been disposed of hereunder, shall not be made the subject of another grievance. No costs of any Arbitration shall be awarded to or against any party.

#### 9.07 Time limits

The time limits mentioned in this Article and in the preceding Article may be extended, in writing, by mutual agreement of the parties.

#### 9.08 Assistance

At any stage of the Grievance Procedure, including Arbitration, the parties may have the assistance of the employee (or employees) concerned as a witness, all reasonable arrangements will be made to permit the conferring parties or the Board of Arbitration to have access to any part of the Nursing Home to view any working conditions which maybe relevant to the settlement of the grievance, at a reasonable time and so as not to interfere with the function of the Nursing Home.

### 9.09 Single Arbitrator

The Employer and the Union agree that by mutual written agreement of the parties, a Sole Arbitrator may be substituted for a Board of Arbitration. The appointment and jurisdiction of the Arbitrator shall conform to the provisions of this Article. Each party shall pay one-half (1/2) of the fees and expenses of the arbitrator and any costs of the place of hearing of such arbitration if and when the necessity arises.

## **ARTICLE 10 - SENIORITY**

### 10.01 Seniority Defined

- (a) Seniority is defined as the length of service in the bargaining unit.
- (b) Seniority shall be used in determining preference or priority for promotions, transfers, demotions, lay-offs and recalls when the employee concerned has the required ability, experience and qualifications for the job.
- (c) Notwithstanding the above, a part-time employee cannot accrue more than one year's seniority in a twelve (12) month period.
- (d) Seniority shall operate on a bargaining unit wide basis.

### 10.02 Effect of Absence

Whenever they are used in the Collective Agreement, the terms seniority and service shall be defined as length of continuous service with the Employer since last date of hire and shall be calculated as one year of seniority/service shall equal 1800 hours worked. This definition shall be subject to the following conditions:

- (a) It is understood that during an approved absence not paid by the Employer not exceeding thirty (30) continuous days or any approved absence paid by the Employer, both seniority and service will accrue.
- (b) During an absence not paid by the Employer exceeding thirty (30) continuous calendar days, credit for service for purposes of salary increment, vacation, sick leave, or any other benefits under any provisions of the Collective Agreement or elsewhere, shall be suspended; the benefits concerned appropriately reduced on a pro-rata basis and the employee's anniversary date adjusted accordingly. In addition, the employee will become responsible for full payment of subsidized employee benefits in which he/she is participating for the period of the absence.
- (c) It is further understood that during such leave of absence not paid by the Employer, credit for seniority for purposes of promotion, demotion, transfer or lay-off shall be suspended and not accrue during the period of absence.

Notwithstanding this provision seniority shall accrue for a period of twenty-four (24) months if an employee's absence is due to a disability resulting in WSIB benefits.

(d) Benefits - WSIB or Paid Leave

The Employer shall continue to pay premiums for benefit plans for full-time employees who are on paid leave of absence or receiving WSIB benefits, if the employee continues their contribution towards said benefits. It is understood that the obligation of the Employer, to pay the aforesaid benefits while on WSIB, shall continue for up to twenty-four (24) months following the date of the injury.

10.03 Probationary Employees

- (a) Newly-hired employees shall be considered on a probationary basis for a period of four hundred and fifty (450) hours worked from the date of hiring.
- (b) A probationary employee may be recognized as a permanent employee at some time prior to the completion of the probationary period.
- (c) During the probationary period, employees shall be entitled to all rights and privileges of this Agreement unless otherwise specified.
- (d) An employee who has not completed his/her probationary period may be released based on a fair and proper assessment against reasonable standards of performance and suitability.
- (e) After completion of the probationary period, seniority shall be effective from the original date of employment.

10.04 In all cases of job postings, promotions, demotions or permanent transfer of employees, the employee will be selected based on skill, ability, experience and qualifications. Where these factors are relatively equal amongst the employees considered seniority shall govern provided the successful applicant, if any, is qualified to perform the available work.

10.05 Seniority List

- (a) The Employer shall maintain separate seniority lists for full-time and part-time employees showing the date upon which each employee's service commenced. An up-to-date seniority list shall be sent to the Union and posted on the main bulletin board in January and July of each year. An employee's name shall not be placed on the seniority list until she has completed her probationary period as outlined in Article 10.03.

- (b) Seniority, as set out on the posted seniority list, will be used for all of the purposes set out in the Collective Agreement save and except for promotions and layoffs. For promotions and layoffs, the seniority list will be updated to the end of the pay period prior to the pay period during which the job was posted, or the notice of layoff was given.
- (c) All seniority, vacation and other credits obtained under this Agreement shall be retained and transferred with the employee when reclassified to another classification within the bargaining unit.

#### 10.06 Loss of Seniority

- (a) An employee shall lose all seniority/service and her employment shall be deemed to be terminated if she:
  - (i) voluntarily resigns, retires or is discharged for just cause; or
  - (ii) is absent from work more than twenty-four (24) months by reason of illness or other physical disability and there is no reasonable likelihood the employee will return to work within the near future; or
  - (iii) is absent from work without a reasonable excuse for more than two (2) consecutive days for which she is scheduled to work; or
  - (iv) is absent from work for more than twenty-four (24) months by reason of lay-off; or
  - (v) is absent from work for more than twenty-four (24) months by reason of absence while on WSIB and there is no reasonable likelihood the employee will return to work within the near future.
- (b) Employees who are on leave of absence will not engage in gainful employment on such leave and if an employee does engage in gainful employment while on such leave, she will forfeit all seniority rights and privileges contained in this Agreement unless otherwise agreed by the Union and the Employer.

#### 10.07 Transfers and Seniority Outside Bargaining Unit

- (a) No employee shall be transferred to a position outside the bargaining unit without her written consent.
- (b) An Employee who is transferred or promoted to a position outside the bargaining unit shall not accumulate seniority.
- (c) In the event the Employee is returned by the Employer to a position in the bargaining unit within twelve (12) months, he or she shall be credited with the seniority held at the time of transfer and/or promotion and resume accumulation

from the date of her or her return to the bargaining unit. An Employee not returned to the bargaining unit within twelve (12) months shall forfeit bargaining unit seniority.

## **ARTICLE 11 - JOB SECURITY**

### **11.01 Lay-Off and Recall**

- (a) Both parties recognize that job security should increase in proportion to length of service. Therefore, in the event of a lay-off, employees shall be laid off in reverse seniority, provided the Employer may retain sufficient employees in each classification in order to provide competent care for residents of the Home. For clarity; a part-time employee cannot displace a full-time employee.
- (b) Employees, shall be recalled in the order of seniority, providing they are qualified to do the work.
- (c) Lay-offs, under the provisions of the collective agreement shall include a reduction of daily or biweekly hours of any full-time or part-time employee. A partial reduction of less than fifty percent in hours for Permanent Part-Time employees shall not constitute a lay-off for the purposes of this article. However, the Employer will administer any reduction of hours in reverse order of seniority provided the employees concerned have the skills and qualifications to do the work.
- (d) In the event of a proposed lay-off of a temporary and/or permanent nature of thirteen (13) weeks or more, the Employer will provide the Union with at least forty-five (45) days' notice prior to its implementation. This notice is not in addition to the required notice for individual employees.

### **11.02 Lay-Off Procedure**

- (a) In the event of lay-off, the Employer shall first lay-off employees in the reverse order of their seniority within their classification, provided that there remain on the job employees who have the qualifications and skills 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) first bump an employee with less bargaining unit seniority within his or her full-time unit in a lower or identical paying classification for which they are qualified, as required by law and can perform the duties of the lower or identical paying classification without training other than orientation. It is understood that if an employee bumps they will take the

shift and position of the incumbent employee with the least seniority within the applicable classification.

- (iii) Consistent with the opportunity to bump, all employees who are potentially impacted will be given notice of lay-off at the outset of the process.
- (iv) Employees may only bump within their respective seniority lists. A full-time employee shall only bump within the full-time employees and a part-time employee shall only be permitted to bump into a part-time position.
- (v) In the event that an employee is laid off from the full-time bargaining unit and provided that no other full-time bargaining unit positions are available for which the employee possesses the skill and qualifications necessary to perform the work in question, the full-time bargaining unit employee shall then be allowed to displace a part-time bargaining unit employee with less seniority provided that the employee possesses the skill and qualifications necessary to perform the work in question.
- (vi) The decision of the employee to choose (i) or (ii) above shall be given in writing to the Administrator within three (3) days following the notification of lay-off. Employees failing to do so will be deemed to have accepted the lay-off.

### 11.03 Recall Rights

- (a) An employee shall have opportunity of recall from a lay-off to an available opening, in order of seniority, provided he/she has the skills to perform the work. In determining the skills of an employee to perform the work for the purposes of the paragraph above, the Employer shall not act in an arbitrary manner.
- (b) An employee recalled to work in a different classification from which she was laid-off shall have the privilege of returning to the position she held prior to the lay-off should it become vacant within six (6) months of being recalled.
- (c) No new employees shall be hired until those laid-off have been given an opportunity to return to work and have failed to do so, in accordance with the loss of seniority provision, or have been found unable to perform the work available.
- (d) It is the sole responsibility of the employee who has been laid-off to notify the Employer of his intention to return to work within three (3) working days (exclusive of Paid Holidays) after being notified to do so by registered mail, addressed to the last address on record with the Employer (which notification shall be deemed to have been received after the second day following the date of mailing) and return to work within ten (10) working days after being notified. The notification shall state the job to which the employee is eligible to be recalled and the date and time at which the employee shall report for work. The

employee is solely responsible for his proper address being on record with the Employer.

- (e) A laid-off employee shall retain the rights of recall for a period of twenty-four (24) months.
- (f) The job posting procedure as set out in the Collective Agreement will continue to apply. Employees with seniority who are laid off will be mailed a copy of job postings to their last known address.
- (g) When a laid off employee bids for and is successful in obtaining a posted position, he or she shall have no further rights with regard to recall.
- (h) Employees on lay off or notice of lay off shall be given preference for temporary vacancies, which are expected to exceed twenty (20) days of work. An employee who has been recalled to such temporary vacancy shall not be required to accept such recall and may instead remain on lay off. This provision supersedes the job posting provision.

11.04 It is understood and agreed that if a full-time employee bumps a part-time employee as part of the above-noted procedure, the full-time employee is accepting the part-time position only. For these purposes, one (1) year of full-time seniority = 1800 hours part-time seniority.

11.05 Severance pay will be in accordance with the provisions of the Employment Standards Act.

## **ARTICLE 12 - JOB POSTING**

### **12.01 Job Postings**

- (a) When a vacancy occurs or a new position is created within the bargaining unit; within ten (10) days of the vacancy, the Employer shall post a notice on the Employer's main bulletin boards with a copy to the Union. The position shall be posted for a period of ten (10) working days so that interested employees can apply. The name of the successful applicant shall be posted on the Employer's main bulletin board.
- (b) The job posting notice shall contain the following information: nature of the position, shift, wage or salary rate or range.

#### 12.02 Temporary Basis

The Employer is free to fill any vacancy on a temporary basis that is less than sixty (60) days, as it deems appropriate.

#### 12.03 Trial Period

- (a) The successful applicant shall be placed on trial in the new position for a period of three hundred and thirty-seven and one-half (337½) working hours. The trial period may be extended by mutual agreement, but in any case, no longer than an additional one hundred and twelve and one-half (112½) working hours. Such trial promotion or transfer shall become permanent after the trial period unless the Employer feels that the employee is not suitable for the position and requires that she return to her former position.
- (b) The above provisions shall also apply in the event of a transfer to a position outside the bargaining unit. It is understood however, that no employee shall be transferred to a position outside the bargaining unit without his/her consent.

#### 12.04 Part-time Vacancy

It is understood that the Employer, may elect to fill a part-time vacancy by expanding the hours of work for existing part-time employees.

#### 12.05 No Applicants - Full-time Positions

- (a) Where vacancies are posted for full-time bargaining unit positions and no applicants within the full-time unit are successful in obtaining the positions, applications submitted for such posting from part-time employees may be considered.
- (b)
  - (i) When an employee transfers from full-time status to part-time, seniority in terms of days and years accumulated in the full-time unit shall be transferred to part-time status and converted to seniority in terms of one (1) year equals 1800 hours worked.
  - (ii) If an employee transfers from part-time to full-time, the following method shall be used to calculate her seniority from one group to another for purposes of establishing anniversary date: eighteen hundred (1800) hours paid equals one (1) year.
- (c) Any employee selected as a result of the posting procedure will not be considered for further postings until six (6) months following the date of his/her selection unless such permanent or temporary vacancy is for a classification with a higher rate of pay.

### 12.06 Permanent Transfers

- (a) If an employee is transferred or reclassified at the direction of management, to a higher rated job group, he shall receive the higher rate.
- (b) If an employee is transferred to a lower job group due to a reduction in staff or inability to perform his work as required, at the employee's request, or any other reason as determined by the Employer acting within the scope of Article 3, the employee will receive the corresponding rate for the job group to which he was transferred.

### 12.07 Postings while on Vacation or Leave

- (a) When an employee will be absent on vacation, and/or a leave of absence, the employee may advise her Manager, in writing, and no more than (7) seven days prior to beginning the vacation, that she wishes to be considered for any potential job posting which might arise during her vacation.
- (b) The written notice must specify the job and position for which the employee wishes to be considered. If such a job and position then arises during the employee's vacation, the written notice will be considered an application.
- (c) The written notice is only valid during the vacation period immediately following its delivery to the Manager.

### 12.08 New Classification

When a new classification (which is covered by the terms of this agreement) is established by the Employer, the Employer shall determine the rate of pay for such new classification, provide the job description and notify the Local Union within seven (7) days of the same and prior to the posting of the position. If the Local Union challenges the rate, it shall have the right to request a meeting with the Employer to endeavor to negotiate a mutually satisfactory rate. Such request will be made within ten (10) days after the receipt of notice from the Employer of such new occupational classification and rate.

Any change mutually agreed to resulting from such meeting, shall be retroactive to the date that notice of the new rate was given by the Employer. If the parties are unable to agree, the dispute concerning the new rate may be submitted to arbitration as provided in the Agreement within fifteen (15) days of such meeting. The decision of the Board of Arbitration (or arbitrator as the case may be) shall be based on the relationship established by comparison with rates for other classifications in the bargaining unit having regard to the requirements of such classifications.

## **ARTICLE 13 - EARLY AND SAFE RETURN TO WORK**

13.01 The employee acknowledges her obligations and the Employer acknowledges the Employer's obligations regarding an Early and Safe Return to Work and Labour Market Re-Entry programs under the *Workplace Safety and Insurance Act* and the Union agrees that this Collective Agreement will be interpreted in such a way as to permit those obligations to be discharged.

## **ARTICLE 14 - INFLUENZA VACCINATIONS**

### **14.01 Influenza Vaccination**

Upon a recommendation from the Medical Officer of Health or in compliance with Provincial Legislation the Villa's Influenza Vaccination Policy shall apply to all employees. A copy of this policy shall be made available to all employees upon hire.

## **ARTICLE 15 - PRINTING**

15.01 The Union and the Employer shall share the cost of sufficient copies of the Collective Agreement to both Management and Unionized employees.

## **ARTICLE 16 - LEAVES OF ABSENCE**

- 16.01 (a) The Administrator may grant or refuse a request for a leave of absence without pay for extenuating personal reasons, provided that he receives at least one (1) month's notice in writing and that such leave may be arranged without undue inconvenience to the normal operations of the Nursing Home. Applicants when applying must indicate the date of departure and specify the date of return.
- (b) If a leave of absence is granted, the employee shall be advised in writing with a copy to the Union.
- (c) To qualify for leaves of absence as stipulated above the employee must have completed six (6) months of employment with the Employer and it is expressly understood, no benefit except as hereinafter provided shall accrue to or be paid to any employee on leave of absence.

## 16.02 Pregnancy and Parental Leave

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

## 16.03 Pregnancy Leave

- (a) (i) An employee who is pregnant shall be entitled, upon application, to pregnancy leave and parental leave immediately thereafter. Pregnancy leave shall be granted for seventeen (17) weeks as provided in the *Employment Standards Act*, and may begin no earlier than seventeen (17) weeks before the expected birth date.
- (ii) The employee shall give the Employer two (2) weeks' notice, in writing, of the day upon which she intends to commence her leave of absence, unless impossible, and furnish the Employer with a certificate of a legally qualified medical practitioner stating that she is pregnant and giving the estimated day upon which delivery will occur.
- (b) The employee must have started employment with her Employer at least thirteen (13) weeks prior to the expected date of birth.
- (c) The employee shall give at least two (2) weeks' notice of her intention to return to work. The employee may, with the consent of the Employer, shorten the duration of the leave of absence requested under this Article upon giving the Employer two (2) weeks' notice of her intention to do so, and furnishing the Employer with a certificate of a legally qualified medical practitioner stating that she is able to resume her work. Additional leave of absence may be taken under Article 16.11, Parental Leave.
- (d) (i) Notwithstanding Article 16.03 (b) above, an employee must complete ten (10) months of continuous service prior to the expected date of birth to be paid a supplemental Employment Insurance Benefit.
- (ii) An employee on pregnancy leave who is in receipt of Employment Insurance pregnancy leave benefits shall be paid a supplemental Employment Insurance Benefit.
- (iii) That benefit will be the equivalent to the difference between seventy-five percent (75%) of her regular weekly earnings and the sum of her weekly rates of Employment Insurance Benefits. In any week, the total amount of SUB payments and the weekly rate of E.I. benefits will not exceed seventy- five percent (75%) of the employee's regular weekly earnings.
- (iv) Vested Interest - Employees do not have a right to SUB payments except for supplementation of E.I. benefits during the unemployment period as specified in the plan.

- (v) Other Income - Payments in respect to guaranteed annual remuneration or in respect of deferred remuneration or severance pay benefits are not reduced or increased by payments received under this plan. Such payment shall commence after the two (2) week employment insurance waiting period and shall continue while the employee is in receipt of such benefits for a maximum period of seventeen (17) weeks.
- (vi) The employee's regular weekly earnings shall be determined by multiplying her regular hourly rate on her last day worked prior to the commencement of the leave times her normal weekly hours.
- (vii) The regular hourly rate shall be calculated to include all of the employee's insurable earnings as defined by the Employment Insurance System.
- (viii) The SUB top-up by the Employer would not take into account E.I. insurable earnings from sources other than this facility.

16.04 An employee who does not apply for leave of absence under Article 16.03 (a) and who is otherwise entitled to pregnancy leave, shall be entitled to and shall be granted leave of absence in accordance with Article 16.03 (a) upon providing the Employer, before the expiry of two (2) weeks after she ceased to work, with a certificate of a legally qualified medical practitioner stating that she was not able to perform the duties of her employment because of a medical condition arising from her pregnancy, and giving the estimated day upon which, in his opinion, delivery will occur or the actual date of her delivery.

16.05 During the period of leave, the Employer shall continue to pay the Employer's portion of hospital, medical, dental, group life, pension and other benefits included and prescribed by the *Employment Standards Act* unless the employee gives the Employer written notice that the employee does not intend to pay the employee contributions. If deductions for the employee's share of the premiums are required, the Employer shall deduct these amounts from the SUB payments.

16.06 (a) An employee who intends to resume her employment on the expiration of the leave of absence granted to her under this Article shall so advise the Employer when she requests the leave of absence. If a full-time employee returns to work at the expiry of the normal pregnancy or parental leave and the employee's former permanent position still exists, the employee will be returned to her former job, and former shift, if designated.

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

- 16.07 When the Employer has suspended or discontinued operations during the leave of absence, the Employer shall upon resumption of operations, reinstate the employee to her employment or to alternate work in accordance with the established seniority system or practice of the Employer in existence at the time the leave of absence began and in the absence of such a system or practice shall reinstate the employee in accordance with the provisions of Article 16.06.
- 16.08 Such absence is not an illness under the interpretation of this Agreement, and credits on the accumulated sick leave plan and the weekly indemnity plan cannot be used.
- 16.09 Credits for service for the purpose of salary increments, vacations, or any other benefit included and prescribed under the Employment Standards Act shall continue and seniority shall accumulate during the leave.
- 16.10 Upon expiry of seventeen (17) weeks pregnancy leave, an employee may immediately commence parental leave, as provided under Article 16.11 of this Agreement. The employee shall give the Employer at least two (2) weeks' notice, in writing that she intends to take parental leave.
- 16.11 Parental Leave
- (a) An employee who becomes a parent, and who has been employed for at least thirteen (13) weeks immediately preceding the date of the birth of child or the date the child first came into care or custody of the employee, shall be entitled to parental leave.
  - (b) A "parent" includes: the natural mother or father of the child; a person with whom a child is placed for adoption and a person who is in a relationship with the parent of the child and who intends to treat the child as his or her own.
  - (c) Parental leave must begin no later than seventy-eight (78) weeks after the day the child is born or comes into the custody, care and control of the parent for the first time. For employees on pregnancy leave, parental leave will begin immediately after pregnancy leave expires. Parental leave shall be granted for up to sixty-one (61) weeks in duration if the employee also took pregnancy leave and sixty-three (63) weeks in duration if she did not.
  - (d)
    - (i) The employee shall give the Employer two (2) weeks' written notice of the date the leave is to begin.
    - (ii) An employee may end her parental leave as set out in paragraph (c) above (or earlier) by giving the Employer written notice at least four (4) weeks before the last day of the leave.

- (e) (i) Notwithstanding 16.11 (a) above an employee must complete ten (10) months of continuous service immediately preceding the date of the birth of the child or the date the child first came into care or custody of the employee to be eligible to be paid a supplemental Employment Insurance Benefit.
- (ii) An employee on parental leave who is in receipt of Employment Insurance parental leave benefits shall be paid a supplemental Employment Insurance Benefit.
- (iii) That benefit will be the equivalent to the difference between seventy-five percent (75%) of her regular weekly earnings and the sum of her weekly rates of Employment Insurance Benefits. In any week, the total amount of SUB payments and the weekly rate of E.I. benefits will not exceed seventy- five percent (75%) of the employee's regular weekly earnings.
- (iv) Vested Interest- Employees do not have a right to SUB payments except for supplementation of E.I. benefits during the unemployment period as specified in the plan.
- (v) Other Income - Payments in respect of guaranteed annual remuneration or in respect of deferred remuneration or severance pay benefits are not reduced or increased by payments received under this plan.
- (vii) Such payment shall commence after the one (1) week employment insurance waiting period (if any) and shall continue while the employee is in receipt of such benefits for a maximum period of ten (10) weeks.
- (viii) The employee's regular weekly earnings shall be determined by multiplying her regular hourly rate on her last day worked prior to the commencement of the leave times her normal weekly hour.
- (ix) The regular hourly rate shall be calculated to include all of the employee's insurable earnings as defined by the *Employment Insurance System*.
- (x) The SUB top-up by the Employer would not take into account E.I. insurable earnings from sources other than this facility.
- (f) For the purposes of parental leave under Article 16.11 Parental Leave, the provisions under 16.02, 16.05, 16.06, 16.07, 16.08, 16.09 and 16.10 shall also apply.

### 16.12 Union Leave

- (a) Subject to the staffing needs of the facility the Employer may grant leaves of absence for employees to attend Union conventions, seminars, education classes or other Union business. The Union agrees that such requests for Union leave are to be submitted well in advance of the date requested and will be denied if they affect the proper operations of the Employer.
- (b) In requesting such leaves of absence, the Union must give thirty (30) days' clear notice to the Employer to be confirmed by the Union in writing.

### 16.13 Bereavement Leave

- (a) Upon the death of an employee's spouse, (to include same sex partner), child or stepchild, parent, an employee shall be granted leave up to a maximum of five (5) days without loss of pay, ending with the 2nd day following the day of the funeral.
- (b) Upon the death of an employee's step-parents, mother-in-law, father-in-law, brother, sister, brother-in-law, sister-in-law, legal guardian, grandparent, grandchildren, son-in-law or daughter-in-law the employee shall be granted leave up to a maximum of four (4) days without loss of pay, ending with the day of the funeral.
- (c) It is agreed that this leave is to apply only where the employee is in attendance at the funeral and pay for such days of absence is limited to the days actually missed from work as per the employee's scheduled working days. If the funeral is not attended, the paid leave shall be limited to two (2) days ending not later than the day of the funeral.
- (d) In the event of a spring interment, an employee may save one of the days identified above without loss of pay to attend the interment.
- (e) An employee shall be granted one (1) day of bereavement leave without loss of pay on the death of his or her aunt or uncle, niece or nephew.
- (f) It is understood that if an employee is on sick leave and attends the funeral that the bereavement leave will not be charged against sick leave accumulated.
- (g) Where it is necessary because of distance, the employee may be provided up to four (4) days additional unpaid leave.

#### 16.14 Jury or Court Witness Duty

- (a) The Employer shall grant leave of absence without loss of seniority to an employee who serves as a juror or subpoenaed witness in any court.
- (b) The Employer shall pay such an employee the difference between her normal earnings and the payment she receives for jury service or court witness duty, excluding payment for travelling, meals, or other expenses.
- (c) The employee will present proof of service and the amount of pay received.
- (d) Time spent by an employee required to serve as a court witness, for the Employer and at the request of the Employer, in a matter arising out of her employment shall be considered as time worked and shall be paid at the appropriate rate of pay.

#### 16.15 Educational Leave

- (a) If required by the Employer, an employee shall be entitled to a leave of absence with pay and without loss of seniority and benefits to upgrade his or her employment qualifications.
- (b) The Administrator may grant a request for unpaid leave of absence to upgrade employment qualifications, provide that she receives at least one (1) month's notice in writing unless impossible and provided that such a leave may be arranged without undue inconvenience. To the normal operations of Employer.  
  
Applicants, when applying, must indicate the date of departure and specific date of return.

#### 16.16 Family Leave

Employees shall be entitled to Family Leave in accordance with the *Employment Standards Act*.

## ARTICLE 17 - HOURS OF WORK

- 17.01 (a) The following is intended to define the normal hours of work for the full-time employees but shall not be interpreted as a guarantee of hours of work per day or per week, or days of work per week.
- (b) The regular work shift for full-time employees shall be seven and one-half (7½) working hours per day exclusive of one-half (½) hour unpaid for meal periods. The seven and one-half (7½) working hours per day will be worked within an eight (8) hour period. The normal workday may also include up to 15 additional minutes of reporting time, but it is understood that reporting time is work and shall be compensated.
- (c) The workweek is defined as seven (7) consecutive days from Monday to Sunday.

### 17.02 Work Schedule

- (a) Work schedules covering a two (2) week period will be posted two (2) weeks in advance. Employee requests for specific days off must be submitted to the Administrator or designate one (1) week in advance of posting.
- (b) All employees who work on an assigned day off as per assigned schedule, at the Employer's request, will be paid overtime at the rate of time and one-half (1½) for all hours worked.
- (c) Part-time employees who are scheduled to work less than seventy-five (75) hours in a two (2) week period will not qualify for overtime on an assigned day off as stipulated in Article 16.02 (b) until they have completed seventy-five (75) hours of work in the scheduled two (2) week period.
- (d) (i) The Employer will endeavour to arrange shifts such that there will be a minimum of twelve (12) hours between the beginning of shifts and changeover of shifts, and twenty-four (24) hours if there is one (1) day off, and forty (40) hours if there are two (2) days off between the changeover of shifts. In the event employees of their own accord and for their own personal convenience arrange to change shifts, the conditions of Article 18.01 (b) shall apply in all respects.
- (ii) This scheduling provision does not apply when employees mutually agree to exchange shifts or when an employee accepts or requests a shift at her own discretion.
- (e) Employees shall not normally be scheduled to work more than seven (7) consecutive days without being given two (2) or more days off work.

- (f) The Employer will arrange shift schedules such that all employees will receive a minimum of one (1) weekend off in every two (2) week period. This scheduling provision does not apply when employees mutually agree to exchange shifts or when an employee accepts or requests a shift at her own discretion.

**17.03 Remain at Work**

Staff members required for reporting purposes shall remain at work for a period of up to fifteen (15) minutes, which shall be unpaid. Should the reporting period go beyond fifteen (15) minutes it will be considered as overtime.

**17.04 Lunch or Meal Periods**

Lunch or meal periods will be uninterrupted, except in cases of emergency. Proper facilities will be provided for employees who bring their own lunch, and locker facilities will be provided. Each employee shall receive one-half(½) hour unpaid daily for their lunch period. Any employee who is requested to remain on the premises during their lunch period shall be paid for this time.

**17.05 Relief Periods**

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

<b>Shift Length</b>	<b>Breaks</b>
Up to and including 5.5 hours	1-15 minute break
More than 5.5 Hours	2-15 minute breaks

- (b) In addition to the above, any shift over five (5) hours will also have a half (½) hour unpaid lunch within the shift.

**17.06 Continuity of Care**

In order to provide continuity of care, when a full-time PSW goes on vacation they will be replaced by the part-time PSW ("shadow") who currently provides replacement for that line. Article 10 shall not prohibit or influence this scheduling.

**17.07 Seniority for Shift Preference**

The Employer shall determine the shifts to be worked. The employee with the most seniority shall be given shift preference.

### 17.08 Standard/Daylight Savings Time

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

## **ARTICLE 18 - PREMIUM PAYMENTS**

### 18.01 Overtime Defined

All time worked outside the normal workday, the normal workweek, or on a holiday shall be considered as overtime. All overtime must be authorized by the Department Manager or Administrator.

### 18.02 Overtime

- (a) Overtime shall be paid for all hours worked over seven and one-half (7½) hours in a shift or seventy-five (75) hours bi-weekly, at the rate of time and one-half (1½) the employee's regular rate of pay. Overtime shall not include up to 15 minutes per shift for reporting on and off duty.
- (b) If an employee is required to work an extra continuous full shift as overtime, two (2) free meals will be supplied during such shift, in addition to overtime rates paid. If an employee is required to work an extra three (3) hours overtime at the end of his shift one (1) free meal will be supplied.
- (c) Employees who work overtime will not be required to take time off in regular hours to make up for overtime worked, but may take time off equivalent to overtime by mutual agreement.
- (d) Overtime shall be based on the employee's regular rate of pay and there shall not be any pyramiding of overtime under this Article.
- (e) An employee who is absent on paid time during his scheduled work week because of sickness, WSIB, bereavement, holidays, vacation, or Union leave on scheduled days of work shall be considered as if he had worked during his regular scheduled hours during such absence for the calculation of eligibility for overtime rate.

### 18.03 Distribution of Overtime

Overtime shall first be offered in order of seniority to those employees who are then at work and who are willing and qualified to perform the work that is available. If no employees are willing to work the overtime, it will then be offered in order of seniority to those employees who are qualified and who have indicated they are available to work additional hours.

### 18.04 Shift Exchanges

- (a) Employees will be permitted to exchange days off, or shifts, with other employees by completing the appropriate forms, as supplied by the Employer, and with the Employer's prior written authorization. Such authorization will not be unreasonably withheld.
- (b) The Employer has no obligation for any premium payment arising out of any such exchange.
- (c) Where the shifts involved involve shift differential, this premium shall be paid to the employee working the shift.

### 18.05 Shift Premiums

- (a) Effective April 17, 2017 all employees shall receive a shift premium of thirty-five cents (\$0.35) for each hour worked on the afternoon or evening shifts only. Shift premium will not be paid for any hour in which an employee receives overtime premium and shift premium will not form part of the employee's straight time hourly rate.
- (b) Weekend Premium  
Effective December 4, 2024 all employees shall receive a weekend premium of forty-five cents (\$0.45) per each hour worked on weekend shifts. The weekend premium is payable between the start of the shift commencing on or about 2300 hours Friday, and the end of the shift ending on or about 2300 hours Sunday.

### 18.06 Minimum Reporting Pay

If an employee reports for work at the regularly scheduled time for his or her shift and no work is available, such employee will be entitled to a minimum of four (4) hours pay at the employee's regular rate provided that:

- (a) The employee has not been previously notified by the Employer to the contrary, either orally or by message left at the employee's residence.
- (b) If requested by the Employer, the employee shall perform a minimum of four (4) hours of such available work as the Employer may assign.

18.07 Article 18.06 shall be waived and not binding upon the Employer in case of any labour dispute or emergency such as fire and power shortage which disrupt the operation of the Employer, nor shall it apply to employees returning to work without notice after absence.

18.08 Call-Back

- (a) When an employee is called-back to work after leaving the premises of the Employer upon completion of his shift, such employee will receive a minimum of four (4) hours pay at straight time rates, or actual hours worked at time and one-half (1½) his regular rate of pay, whichever is the greater. This provision shall not apply in the case of employees required to work immediately prior to the commencement of their regular shift.
- (b) Where a second call takes place after the four (4) hours have elapsed from the time of the first call, it shall be subject to a call-back premium but in no case shall the employee collect two call-backs within the first four (4) hours from the time of the first call, or any subsequent four (4) hour period.

18.09 Call-In

- (a) "Call-In" shall mean the calling-in to work at the Employer's request of a full-time employee on an assigned day off as per the posted schedule.
- (b) Employees who are called-in will be paid overtime at the rate of time and one-half (1½) for all hours worked, except in the case of employees who are scheduled to work less than seventy-five (75) hours in a two (2) week pay period who shall qualify for overtime rates on a call-in for hours in excess of seventy-five (75) hours of work in the two (2) week pay period.
- (c) Where the call-in is requested within one-half(½) hour of the starting time of the shift and the employee commences work within one (1) hour of the call, then the employee will be paid as if the entire shift had been worked, provided she completes the shift for which she was called-in.
- (d) If the employee reports for work within one (1) hour of the request for call in then the Employer will guarantee a minimum of four (4) hours work.
- (e) All call-in of shifts shall be given in order of seniority on a rotational basis of those employees on the availability list, at non-overtime rates of pay, before securing an agency replacement.

### 18.10 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 the bargaining unit for a period in excess of one-half ( $\frac{1}{2}$ ) 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 a RN is absent from her normal shift, and the Employer temporarily assigns a RPN to carry out some additional responsibilities of the absent RN for a period in excess of one-half ( $\frac{1}{2}$ ) the shift, the RPN employee shall receive an allowance of seven dollars and fifty cents (\$7.50) for each shift from the time of the assignment.
- (c) Where there is neither a RN nor a supervisory employee (or above), who is a Registered Nurse in the building and there is a RPN in the building, the above noted allowance will apply to a RPN who is designated to be in charge of the building.
- (d) It is understood and agreed that only one (1) of the above-noted premiums will apply at any one (1) time. There shall be no pyramiding of premium pay, overtime pay, sick leave pay, and paid holiday pay.

### 18.11 Payment for In-Service

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

## **ARTICLE 19 - ALLOWANCES**

### 19.01 Uniform Allowance

- (a) The Employer agrees to pay a uniform allowance of seven cents (\$0.07) per hour, such amount not to form part of the regular hourly rate for purposes of overtime and paid holiday premiums.
- (b) The uniform allowance will not be paid on each cheque but will be accumulated and the total annual accumulation will be paid by the last pay period in December of each year.
- (c) When an employee leaves the employ of the Employer, she shall receive her accumulated uniform allowance as part of her separation cheque.

## ARTICLE 20 - HEALTH AND SAFETY

- 20.01 The Employer and the Union agree that they mutually desire to maintain standards of safety and health in the Home, in order to prevent injury and illness and abide by the Occupational Health and Safety Act as amended from time to time.
- 20.02 (a) A joint management and employees Health and Safety Committee shall be constituted with representation of at least half by employees from the bargaining unit and of employees who are not represented by the Union and who do not exercise managerial functions, which shall identify potential dangers, recommend means of improving the health and safety programs and obtaining information from the Employer or other persons respecting the identification of hazards and standards elsewhere. The committee shall normally meet at least once a month.
- (b) Scheduled time spent in such meetings is to be considered to be time worked for which representative (s) shall be paid by the Employer at his or her regular or overtime rate.
- (c) Minutes shall be taken of all meetings and copies shall be sent to the Committee members. Minutes of the meetings shall be posted on the workplace health and safety bulletin board.
- (d) Where an inspector makes an inspection of a workplace under the powers conferred upon him or her under the Occupational Health and Safety Act the Employer shall afford a certified committee member representing workers the opportunity to accompany the inspector during his or her physical inspection of a workplace, or any part or parts thereof. Where a worker certified member is not on-site and available, the Employer shall afford a worker health and safety representative if any, or a worker selected by a Union, because of knowledge, experience and training, to represent it, the opportunity to accompany the inspector during his or her physical inspection of a workplace, or any part or parts thereof.
- 20.03 (a) Two (2) representatives of the Joint Health and Safety Committee, one (1) from management and one (1) from the employees, shall make monthly inspections of the work place and shall report to the health and safety committee the results of their inspection. The members of the Committee who represent the workers shall designate a member representing workers to inspect the workplace. Where possible that member shall be a certified member. The Employer shall provide the member with such information and assistance as the member may require for the purpose of carrying out an inspection of the workplace.
- (b) In the event of accident or injury, such representatives shall be notified immediately and shall investigate and report as soon as possible to the

committee and to the Employer on the nature and causes of the accident or injury. Furthermore, such representatives must be notified of the inspection of a government inspector and shall have the right to accompany him on his inspections. Scheduled time spent in all such activities shall be considered as time worked.

- (c) The Employer shall provide the time from work with pay and all related tuition costs and expenses necessary to certify the worker representative.

20.04 The Joint Health and Safety Committee and the representatives thereof shall have reasonable access to the annual summary of data from the WSIB relating to the number of work accident fatalities, the number of lost workday cases, the number of lost workdays, the number of non-fatal cases that required medical aid without lost workdays, the incidence of occupational injuries, and such other data, as the WISB may decide to disclose. It is understood and agreed that no information will be provided to the Committee which is confidential. This information shall be a standing item recorded in the minutes of each meeting.

20.05 The Union agrees to endeavor to obtain the full co-operation of its membership in the observation of all safety rules and practices. The Employer and the Union agree to abide by the Occupational Health and Safety Act.

#### 20.06 Infectious Diseases

The Employer will advise all affected direct care employees aware of residents who have serious infectious diseases. The nature of the disease need not be disclosed. Employees will be made aware of special procedures required of them to deal with these circumstances. The parties agree that all employees are aware of the requirements to practice universal precautions in all circumstances.

20.07 The parties further agree that suitable subjects for discussion at the joint Labour Management Committee will include aggressive residents.

20.08 The Employer will review with the Joint Occupational Health and Safety Committee written policies to address the management of violent behaviour. Such policies will include but not be limited to:

- (a) Designing safe procedures for employees.
- (b) Providing training appropriate to these policies.
- (c) Reporting all incidents of workplace violence.

**20.09 Employer Obligations**

The Employer shall:

- (a) inform employees of any situation relating to their work which may endanger their health and safety, as soon as it learns of the said situation;
- (b) inform employees regarding the risks relating to their work and provide training and supervision so that employees have the skills and knowledge necessary to safely perform the work assigned to them;
- (c) ensure that the applicable measures and procedures prescribed in the Occupational Health and Safety Act are carried out in the workplace.

**20.10 Employee Obligations**

A worker shall,

- (a) work in compliance with the provisions of the Occupational Health and Safety Act and the regulations;
- (b) use or wear the equipment, protective devices or clothing that the worker's Employer requires to be used or worn;
- (c) report to his or her Employer or supervisor the absence of or defect in any equipment or protective device of which the worker is aware and which may endanger himself, herself or another worker; and
- (d) report to his or her Employer or supervisor any contravention of the Occupational Health and Safety Act or the regulations or the existence of any hazard of which he or she knows.

**20.11 Injured Workers Provisions**

At the time an injury occurs, the injured worker's Employer shall provide transportation for the worker (if the worker needs it) to a hospital or a physician located within a reasonable distance or to the worker's home. The Employer shall pay for the transportation.

**ARTICLE 21 - PAID HOLIDAYS**

- 21.01 (a) (i) Full-time employees who have completed their probationary period shall receive the following holidays with pay:

New Year's Day	Labour Day
Family Day	Thanksgiving Day
Good Friday	Christmas Day
Victoria Day	Boxing Day
Canada Day	Civic Holiday
2 Floater Holidays	

- (ii) The intent is that there shall be no more than twelve (12) paid holidays during the term of this Agreement.
  - (iii) If another Federal, Provincial or Municipal holiday should be proclaimed during the term of the Collective Agreement, such additional holiday would replace one (1) of the designated floater holidays in the Collective Agreement.
  - (b) Floater days must be used within the calendar year. The employee must provide thirty (30) days' notice to schedule a floater, for emergencies and on a case-by-case basis the Employer will attempt to accommodate requests with less notice. Time and one-half (1½) will not be paid if an employee works on his scheduled floater, the day will be rescheduled.
- 21.02 Where one (1) of the above named paid holidays falls on a Saturday or Sunday, an alternative day may be designated by the Employer as the paid holiday.
- 21.03 (a) Holiday pay will be computed on the basis of the number of hours the employee would otherwise work had there been no holiday, at his regular rate of pay.
- (b) However, if an employee's absence on the regular working day immediately prior to and/or following a holiday is due to illness as confirmed by a doctor's certificate, if required by the Employer, the foregoing qualifications would not apply and the employee will be eligible for one (1) day's holiday pay during any one (1) period of illness, except at Christmas and New Year's period where there is more than one (1) holiday, the entitlement shall be limited to a maximum of two (2) days.
- 21.04 An employee who is required to work on any of the abovementioned holidays will, in addition to his holiday pay, be paid at the rate of one and one-half (1½) times his regular rate of pay or in lieu thereof be granted equivalent time off with pay equal to overtime rates.
- 21.05 Any employee scheduled to work on a holiday, and who does not report for work, shall forfeit his holiday pay, unless the absences is due to illness verified by a medical doctor's certificate, in which case the employee will receive holiday pay as stipulated in Article 21.03.
- 21.06 If one (1) of the abovenamed holidays occurs on an employee's regular day off, or during his vacation period, the employee shall receive an additional day off in lieu thereof within forty-five (45) calendar days after the holiday either side of the holiday, unless otherwise arranged between the employee and the supervisor, or the employee shall receive a day's pay. These options shall be at the discretion of the Employer but not unreasonably denied.

- 21.07 Holiday pay for part-time employees will be paid for the above noted holidays as per the Employment Standards Act of Ontario.
- 21.08 For clarification purposes of when a paid holiday begins and ends the first shift of the day shall be the shift where the majority of hours are completed before 8:00 a.m.
- 21.09 There shall be no pyramiding of premium pay, overtime pay, sick leave pay and paid holiday pay.

## **ARTICLE 22 - VACATIONS**

- 22.01 For the purpose of calculating eligibility, the vacation year shall be the period from July 1st of any year to June 30th of the following year.
- 22.02 The periods for which employees can take vacation and the number of employees allowed at any one time, from each individual department shall be determined by the Administrator, having concern for the proper operation of the Home. Allocation of vacation will be based on the relative seniority of eligible employees in each department.
- 22.03 Vacation Schedules
- (a) Deadlines for submitting vacation requests shall be as follows:
- (i) Employees will submit their vacation selections between March 1st and April 30th of each calendar year.
- (ii) Approval will be posted by the second week in May.
- (b) Vacation schedules shall not be changed unless mutually agreed to by the employee and the Employer.
- 22.04 (a) Normally, vacations will be allotted between the months of May and September provided the employee has the vacation credits and seniority for selection. However, staff may request vacation at any time (other than Christmas or New Year's except as provided in Article 22.11, provided they have earned vacation credits for that vacation year.
- (b) No vacations or shift exchanges shall be granted between December 12th and January 7th except as provided in Article 22.11.
- 22.05 Vacations are not cumulative from year to year. Any outstanding vacation time as of May 1<sup>st</sup> in that vacation year will be scheduled by management before June 30<sup>th</sup>. Employees shall not waive vacations and draw double pay.

22.06 Full-time Vacation

<b>Years of Service</b>	<b>Entitlement</b>	<b>Pay</b>
Employees who have not completed their probationary period as of June 30th		four percent (4%) of gross earnings for the vacation year
Employees who have completed their probationary period as at June 30th	one (1) day for each month of service to a maximum of ten (10) days	four percent (4%) of gross earnings for the vacation year
Employees with one (1) year of service as at June 30th	two (2) weeks' vacation	four percent (4%) of gross earnings for the vacation year
Employees with three (3) years of service as at June 30th	three (3) weeks' vacation	six percent (6%) of gross earnings for the vacation year
Employees with eight (8) years of service as at June 30th	four (4) weeks' vacation	eight percent (8%) of gross earnings for the vacation year
Employees with fifteen (15) years of service as at June 30th	five (5) weeks' vacation	ten percent (10%) of gross earnings for the vacation year
Employees with twenty-three (23) years, or more of service as at June 30th	six (6) weeks' vacation	twelve percent (12%) of gross earnings for the vacation year

22.07 For full-time employees only, regularly scheduled to work seventy-five (75) hours bi-weekly, a vacation pay is to be paid as a percentage (%) of total earnings or regular pay whichever is greater.

22.08 Employees who have lost their seniority and have terminated their employment as set out in Article 10.06 herein, between vacation periods, shall on termination of employment be paid a vacation with pay allowance based on the amount of vacation pay to which such employee shall be entitled from the last cut-off date prior to the date of termination. Such allowances shall be paid no later than the next regular payroll date.

**22.09 Vacation Pay Part of Regular Pay**

- (a) The Employer may pay vacation pay as part of the regular pay. In such circumstances, the Employer undertakes that the rate of income tax on the vacation pay will not change unless the vacation pay changes the employee's annual tax bracket.
- (b) Vacation pay for part-time employees is to be paid as a percentage (%) of gross earnings. Article 22.07 does not apply.
- (c) Part-time employees shall receive vacation with pay for the vacation year as follows:

<b>Hours Paid</b>	<b>Vacation Entitlement</b>
0 to less than 1800 hours paid	4% of gross earnings for the vacation year
1,800 hours to less than 5,400 hours paid	ten (10) days of vacation with pay at 4% of gross earnings for the vacation year
5,400 hours to less than 14,400 hours paid	fifteen (15) days of vacation with pay at 6% of gross earnings for the vacation year
14,400 hours to less than 27,000 hours paid	twenty (20) days of vacation with pay at 8% of gross earnings for the vacation year
27,000 hours to less than 41,400 hours paid	twenty-five (25) days of vacation with pay at 10% of gross earnings for the vacation year
41,400 hours paid or more	thirty (30) days of vacation with pay at 12% of gross earnings for the vacation year

**22.10 Change in Status**

If an employee transfers from permanent part-time or part-time to full-time or vice versa, the following method shall be used to calculate his vacation service date: 1800 hours worked equals one (1) year of service.

**22.11 Vacation Scheduling for Christmas / New Year's**

The Employer may grant vacation during Christmas/New Year's period to a maximum of four (4) employees in the entire bargaining unit, on a rotating seniority basis, subject to the following:

- (a) There are replacement staff who are available to fill in during this period.

- (b) Notice must be given to the Employer of an employee's intention to exercise vacation time during the Christmas period at the vacation request cut-off date in the Collective Agreement or at least six (6) months' notice if no cut-off date exists in the Collective Agreement.
- (c) Employee requests to have vacation during the Christmas period shall be finally determined by the Administrator given due consideration for the safe and efficient operation of the Nursing Home.

Such request shall not be unreasonably denied.

#### 22.12 Vacation Pay on Termination

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

## **ARTICLE 23 - HEALTH AND INSURANCE BENEFITS**

23.01 The following benefits shall be for full time employees only. The parameters and details of benefit coverage will be as outlined in the Employees Benefits handbook.

#### 23.02 Life Insurance

The Employer will continue a life insurance plan for each full-time employee.

One and a half times (1.5x) an employee's annual earnings, effective February 24, 2024

The Employer will pay one hundred percent (100%) of the cost of this plan.

#### 23.03 Major Medical

- (a) The Employer will provide a Major Medical \$10-\$20, no co-insurance plan for fulltime employees covered by this Agreement who have completed their probationary period. The Employer agrees to pay one hundred percent (100%) of the billed single /family rate, whichever is applicable for employees who participate in the plan. If a full-time employee is otherwise covered, the Employer shall not be obligated to contribute. There is no Semi-private Hospital coverage.
- (b) The drug plan requires generic substitution for drugs covered by the plan unless otherwise prescribed by the employee's doctor. There will be a \$7.50 dispensing fee cap and a \$1.00 deductible per prescription.

- (c) Full-time employees will be entitled to three (3) pairs of elastic support stockings, including pressure gradient hose, in a benefit year.

#### 23.04 Vision Care

Effective December 4, 2024 the Employer agrees to provide a Vision Care Plan which will provide three hundred and seventy-five (\$375.00) every twenty-four (24) months for each full-time employee and eligible dependent. The Employer agrees to pay one hundred percent (100%) of the billed single/family premium for employees who participate in the plan. If a full-time employee is otherwise covered, the Employer shall not be obligated to contribute.

#### 23.05 Dental

- (a) Effective January 5, 2022, the ODA fee guide will be based on a one-year (1) lag. The Employer agrees to pay fifty percent (50%) of the billed premium for eligible participating full-time employees, provided that the participating employee pays the remaining fifty percent (50%) of the billed premium through payroll deductions. The cap on the dental plan will be \$2,000.00 per individual and per family member.
- (b) Fluoride treatments will be covered only for persons under the age of 18 years. For persons 18 years and older recall is on a nine (9) month basis.

#### 23.06 Hearing Aid

The Employer agrees to provide a four hundred (\$400.00) Hearing Aid Benefit, for full-time employees one hundred percent (100%) Employer paid. Eligibility details will be as outlined in the employee handbook.

#### 23.07 Benefit Enrolment Requirements

- (a) Full-time employees may elect to enroll in any or all of the group insurance plan(s) at the time of hire.
- (b) Employees who have elected to enroll in a particular plan may withdraw at any time.
- (c) A full-time employee who has not enrolled in a plan or has withdrawn may enroll in a plan subject to carrier approval but will not immediately be eligible to claim benefits except as defined below. Such late or re-enrolment shall occur only at the sign-up opportunities in January and July each year.
- (d) Late enrolment or re-enrolment is subject to carrier approval. Initial benefits which may be claimed are as follows:
  - (i) Life - when coverage approved.

- (ii) Dental - \*\$2,000.00 maximum benefit/covered person.
- (iii) E.H.C.
  - (1) Drugs - \*\$150.00 maximum benefit/covered person
  - (2) Vision - no benefit during first six (6) months.
  - (3) Hearing - no benefit during first six (6) months.

\*During first twelve (12) months of coverage.

### 23.08 Change of Carriers

The Employer shall provide to each eligible employee a copy of the current information booklets for those benefits provided under this Article. Any problem with respect to the insurer acknowledging or honouring any claims is a matter as between the employee and the insurer. The Employer will notify the Union if it intends to change the Insurance Carrier.

### 23.09 Registered Retirement Savings Plan

- (a) The parties agree to participate in a group RRSP Plan for full-time employees.
- (b) The Employer shall deduct two percent (2%) from the full-time employee's gross earnings and remit it to the credit of the employee within the above-noted RRSP plan, together with a matching Employer contribution of two percent (2%) of the employee's gross earnings.
- (c) Participation is not mandatory.
- (d) Nursing Homes and Related Industries Pension Plan ("NHRIPP")

The Registered Retirement Savings Plan ("RSP") will be discontinued not later than January 1, 2018 and Articles 23.09 (a), (b) and (c) and shall no longer be applicable and will be replaced with the following:

1. In this Article, the terms used shall have the meanings as described:
  - .01 "Plan" means the Nursing Homes and Related Industries Pension Plan, being a multi- Employer plan.

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

- (i) the straight time component of hours worked on a holiday;
- (ii) holiday pay, for the hours not worked; and
- (iii) vacation pay;

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

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

~~.02 Effective January 5, 2022, each Eligible Employee covered by this Collective Agreement shall contribute for each pay period an amount equal to three percent (of applicable 3.0%) wages to the Plan. The Employer shall contribute on behalf of each Eligible Employee for each pay period, an amount equal to three percent (3.0%) of applicable wages to the Plan~~

Effective December 4, 2024, each Eligible Employee covered by this Collective Agreement shall contribute for each pay period an amount equal to three and one-half percent (of applicable 4%) wages to the Plan. The Employer shall contribute on behalf of each Eligible Employee for each pay period, an amount equal to four percent (4%) of applicable wages to the Plan

.03 The Employee and Employer contributions shall be remitted to the Plan by the Employer within thirty (30) days after the end of the calendar month in which the pay period ends for which the contributions are attributable.

.04 The Union acknowledges and agrees that other than making its contributions to the Plan as set out in this Article, the Employer shall not be obligated to contribute towards the cost of benefits provided by the Plan or be responsible for providing any such benefits.

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

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

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

The information required to be provided by the Employer may be provided in the form normally maintained by the Employer whether on computer disc, manual records, or otherwise.

For further specificity, the items required for each Eligible Employee by .05 above of the agreement are:

- (i) To be provided once only at Plan commencement:
  - (a) Date of hire
  - (b) Date of birth
  - (c) Date of first contribution
  - (d) Seniority list (for purposes of calculating past service credit)
- (ii) To be provided with each remittance:
  - (a) Name
  - (b) Social Insurance Number
  - (c) Monthly Remittance
  - (d) Pensionable earnings
- (iii) To be provided once and if status changes:
  - Full address as provided to the Employer
  - Termination date where applicable (MM/DD/YY)
- (iv) To be provided once if they are Readily Available:
  - Gender
  - Marital Status

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

It is understood and agreed that currently the Employer is not required by law to provide any information other than that specified in .05 above. In the event that the employer is required by law, to provide additional information in the future and such information is not readily available without review of other information not relevant to the Plan, the Plan shall make arrangements with the Employer for access to the required information. This may include the Employer providing such information at reasonable

cost to the plan. If the Administrator of the Plan and Employer are unable to agree on the form of such access, a mutually acceptable third party, such as a firm of accountants and auditors, shall be retained at the expense of the Plan to obtain such information from the Employer's files.

#### 23.10 New Hires

- (a) All newly-hired full-time employees will be eligible to join the benefit plans and the calendar time waiting period will apply equally to all.
- (b) The only exception to this will be a part-time employee who successfully bids or otherwise obtains a seventy-five (75) hour bi-weekly position. In this instance a part-time employee who qualifies (with respect to length of service) will immediately receive entitlement of one hundred percent (100%) of the Employer's paid share of premiums and benefits, and holiday pay.

23.11 Effective November 17, 2019 Part-time employees shall receive six percent (6%) of their regular rate of pay per hour worked above their regular rates of pay as set out in Appendix "A" hereto attached in lieu of all forms of health and welfare and fringe benefits.

#### 23.12 Employee Assistance Program

The Employer will provide an Employee Assistance Program to all members of the bargaining unit.

## **ARTICLE 24 - INJURY AND DISABILITY**

24.01 Where an employee is absent due to illness or injury which is compensable by WSIB, the following shall apply:

- (a) The employee will not be eligible for paid holidays, or any other benefits of this Agreement, except where specified otherwise, during any absence covered by WSIB.
- (b) Provided that the employee returns to work within fifty-two (52) consecutive weeks of the date of illness or injury, time spent on WSIB shall be considered as time worked for the purpose of calculating the current year's vacation entitlement under the terms of the Agreement.

- 24.02 In the case of an absence due to a compensable accident, the employee will be paid at her regular rate of pay for all scheduled hours on the day of the accident.
- 24.03 In the case of an absence due to a compensable accident, where the anticipated length of such absence is six (6) months or more, the Employer will post notice of the vacancy in accordance with the job posting procedure (Article 12) of this Agreement. Where the anticipated absence is less than six (6) months, the Employer may fill the position at his discretion.
- 24.04 The injured employee shall have a period of twenty-four (24) months from the date of the injury within which she shall preserve the seniority which she has accrued in accordance with Article 10 and within which she shall have the right to return to work upon the recommendation of the WSIB or the attending physician, which shall indicate to the Employer that the employee has the physical capability to perform her normal job.
- 24.05 (a) If a full-time employee returns to work within fifty-two (52) weeks following the commencement of a WSIB claim, and the employees former permanent position still exists, the employee will be returned to her former job, former shift if designated, classification and rate of pay. All employees who fill vacancies as a result of the above absences shall likewise be returned to their former permanent positions.
- (b) If an employee returns to work after fifty-two (52) weeks following the commencement of the WSIB claim but prior to twenty-four (24) months mentioned in Article 24.04 above, she shall be returned to her former job, or to work of a comparable nature at the same salary level and without loss of seniority or benefits accrued in accordance with Article 10. (This would be effected by the returning employee displacing the employee with the least seniority in the category to which she is returning.)
- 24.06 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 Nursing Home in a classification that is covered by this Agreement, then the returning employee may exercise her seniority if he/she has the qualifications and can perform the duties without training other than orientation, by bumping into the job at the applicable salary level, displacing the employee with the least seniority in the classification.

## ARTICLE 25 - SICK LEAVE

### 25.01 Full-time Employees

The following provision applies to all full-time employees. The provision below identifies the benefit applicable to a thirty-seven and one-half (37½) hour per week employee.

25.02 Pay for sick leave is for the sole and only purpose of protecting employees against loss of income and will be granted to all fulltime employees on the following basis:

- (a) Absence for injury compensable under the provisions of the Workplace Safety and Insurance Act shall not be charged against sick leave credits.
- (b) Full-time employees who have completed the probationary period shall be credited with three (3) days of sick leave and shall then accumulate sick leave credits at the rate of 7.5 hours (1 credit) for each period of 162.5 hours paid, to a maximum of 75 hours (10 credits). Providing credits are available, employees will be eligible to claim one hundred percent (100%) of scheduled lost time due to illness for the first two (2) calendar weeks during any one illness.
- (c) The employee shall apply for E.I. sick leave for weeks three (3) through seventeen (17) of any personal illness or injury. The Employer will top-up these benefits to sixty-six and two thirds percent (66 2/3%) of straight time wages. In the event the employee does not qualify for E.I. Sick Leave benefits by reason of lack of adequate contributions, she shall receive sixty-six and two thirds percent (66 2/3%) of her straight time wages for weeks three (3) through seventeen (17) of any personal illness or injury but shall not be eligible for benefits under (d) below.
- (d) The Employer will pay one hundred percent (100%) of the billed premium for full- time employees for a weekly indemnity plan covering personal illness or injury for weeks eighteen (18) through thirty-five (35) of such illness or injury. Payment under weekly indemnity will be sixty-six and two thirds percent (66 2/3%) of scheduled straight-time wages lost.
- (e) Weekly Indemnity plan for new employees to be effective on completion of the probation period. For Weekly Indemnity the benefits will be provided for scheduled lost time in accordance with the plan policy. Weekly Indemnity payments shall be mailed directly to the employee's home or paid by direct deposit.
  - (i) Weekly Indemnity participation is voluntary for all employees.
  - (ii) Employees will be advised of their options in writing and will make their initial choice regarding participation at time of hire, within the eligibility period.

- (iii) An employee who does not enroll at time of hire or within the eligibility period who has withdrawn, may enroll at the signup opportunities in June of each year to be effective September subject to evidence of insurability satisfactory to the carrier.
  - (iv) Notwithstanding (c) above; an employee who is successful in a job posting where the scheduled hours are seventy-five (75) every two weeks will be automatically enrolled within one (1) month of the successful posting.
- (f)
  - (i) Where an employee's scheduled vacation is interrupted due to a serious illness requiring the employee to be an in-patient in a hospital, the period of such hospitalization shall be considered sick leave provided the employee provides a satisfactory documentation of the illness and the hospitalization. The portion of the employee's vacation which is deemed to be sick leave under the above provision will not be counted against the employee's vacation credits.
  - (ii) It is understood that the Employer may, at its discretion, reschedule vacation for an employee whose vacation would be interrupted by a serious illness, occurring immediately prior to the scheduled vacation.
- (g) The Employer may request proof of disabling accident or sickness:
  - (i) For any absence in excess of two (2) days;
  - (ii) For the fourth (4th) and succeeding illness in the sick leave year. If the Employer requires a sick leave certificate in accordance with past practice or the Collective Agreement and the doctor charges the employee for such certificate outside OHIP, the employee will pay for the certificate. In the alternative, the Employer may require an employee to attend an independent physician other than the employee's own physician to provide a sick leave certificate. In such circumstances the Employer shall pay for any medical fees charged beyond OHIP in relation thereto.
- (h) An employee who will be absent on the afternoon or night shift due to personal illness must notify the Employer at least two (2) hours prior to the commencement of the shift unless impossible. An employee who will be absent on the day shift due to personal illness must notify the Employer at least two (2) hours prior to the commencement of the shift unless impossible. Failure to give such notice may result in loss of sick leave benefits for that day of absence.
  - (i) Upon receipt of a written request the Employer will notify employees of their accumulated sick leave.

### 25.03 Medical Examination

- (a) In the event the Employer requires an employee to undergo a medical examination, the employee will be given reasonable paid time off to see the physician or to undergo the examination in the Home, whichever the employee prefers. Where the employee chooses to use her own physician and, in the opinion of the Employer, the physician's report is inadequate and a further consultation is required, then the second visit will be on the employee's time or during working hours without pay.
  
- (b) If a full-time employee returns to work within fifty-two (52) weeks following the commencement of an illness, and the employee's former permanent position still exists, the employee will be returned to their former job, former shift if designated, classification and rate of pay. All employees who fill vacancies as a result of the above absence shall likewise be returned to their former permanent positions.

### 25.04 Sick Leave During Absence

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

### 25.05 Sick Leave Record

Any employee is to be advised, on application in writing, of the amount of sick leave accrued to his/her credit. An employee is limited to two (2) requests per calendar year.

## **ARTICLE 26 - WAGES**

### 26.01 Schedule A

Attached hereto and forming part of this Agreement is Schedule "A" relating to job classifications and hourly rates of pay.

### 26.02 Wage Progression

- (a) Employees within their position classification will progress from the "start rate" to the "one year rate and so on, on the basis of 1,950 hours worked at the "start rate" to the one year rate" and so on. Hours worked and paid for, and hours not worked and paid for by the Employer, and hours not worked and paid for under

the WSIB shall be considered hours worked for the purposes of computing eligibility to progress to the next higher rate within their position classification.

- (b) Hours worked and hours paid for by the Employer during an employee's probationary period will be included for purposes of wage progression.
- (c) As an exception to the above, any newly hired RPN shall have the opportunity to submit proof of previous experience. If the experience is pertinent to the Employer he/she will be allowed advance placement on the wage grid.

## **ARTICLE 27 - BULLETIN BOARDS**

27.01 The Employer agrees to supply and make available to the Union for the posting of seniority lists and Union notices one (1) bulletin board in such place so as to inform all employees in the bargaining unit of the activities of the Union.

## **ARTICLE 28 - PAY DAYS**

- 28.01 (a) The Employer agrees that wages will be paid bi-weekly, via direct deposit.
  - (b) Employees will be paid wages for each pay period, including any overtime or premium pay due to the employee for such pay period, on the second Thursday after each pay period ends.
  - (c) 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.
- 28.02 (a) Upon termination or lay-off, the employee will be paid her final pay and her vacation pay on the regular pay day for that pay period within which she terminated or was laid-off.
  - (b) Employees will endeavour to give a minimum of two (2) weeks' notice of termination of employment.

## **ARTICLE 29 - CORRESPONDENCE**

### **29.01 Correspondence**

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

## **ARTICLE 30 - PERSONAL FILES**

### **30.01 Letters of Reprimand and Suspensions**

Letters of reprimand and suspensions are to be removed from an employee's personnel file after eighteen (18) months from the date of the discipline provided there are no further incidents of a similar nature. The exception will be in the case of incidents involving third party interface, i.e. Residents and family where the discipline will remain on file.

### **30.02 Access to Personnel File**

- (a) Upon giving two (2) working days' notice, an employee shall have the opportunity to review the contents of her personnel file at a mutually agreeable time in the presence of an Employer representative.
- (b) The Employer will provide copies of any documents contained therein.
- (c) The employee shall have the right to respond in writing to any document placed in the file in the current year from the last date of review. Such reply shall become part of the permanent record.

## **ARTICLE 31 - TECHNOLOGICAL CHANGES**

### **31.01 Technological Changes**

The Employer will provide the Union with reasonable notice in advance of the introduction of any technological change that will adversely impact employees within the bargaining unit. Upon request, the Employer will meet with the Union to discuss the impact on the employees.

## ARTICLE 32 - TERM


- 32.01 This Agreement shall continue in effect from April 17, 2023 to April 16, 2025 and shall continue automatically thereafter during annual periods of one (1) year each, unless either party notifies the other in writing, within ninety (90) days prior to the expiration date, that it desires to amend or terminate this Agreement.
  
- 32.02 In the event of such notification being given as to amendment of the Agreement, negotiations between the parties shall begin within thirty (30) days following such notification.
  
- 32.03 If, pursuant to such negotiations, an agreement on the renewal or amendment of this Agreement is not reached prior to the current expiration date, this Agreement shall automatically be extended until consummation of a new Agreement, or completion of the proceedings prescribed under the Ontario Labour Relations Act, as amended, and the Hospital Labour Disputes Arbitration Act, as amended, whichever should first occur.

IN WITNESS WHEREOF the parties hereto have hereunder caused this Agreement to be executed by their duly authorized representatives this day 17<sup>th</sup> of November, 2025.


For Villa Colombo Seniors Centre (Vaughan) Inc.

For CUPE and its Local 5166

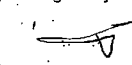
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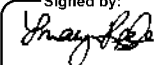
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**SCHEDULE "A" WAGES** - amended as per Bill 124 Interest Arbitration award of January 25, 2024

<b>Classification</b>	<b>Step</b>	<b>17-April-16</b>	<b>17-Apr-17 1.4 %</b>	<b>17-Apr-18 1.5 %</b>	<b>17-Apr-19 1.5 %</b>	
Attendant	Probation	19.35	19.62	19.91	20.21	
Activity Aide	Start	19.79	20.07	20.37	20.68	
	1 Year	20.34	20.62	20.93	21.24	
	2 Year	20.86	21.15	21.47	21.79	
PSW - HCA	Probation	19.35	19.62	19.91	20.21	
Aide	Start	19.79	20.07	20.37	20.68	
Certified Activity Aide	1 Year	20.34	20.62	20.93	21.24	
	2 Year	20.86	21.15	21.47	21.79	
RPN	Probation	24.52	24.86	25.23	25.61	
	Start	24.76	25.11	25.49	25.87	
	1 Year	25.32	25.67	26.06	26.45	
	2 Year	25.81	26.17	26.56	26.96	

<b>Classification</b>	<b>Step</b>	<b>17-Apr-19</b>	<b>17-Apr-20 1.5%</b>	<b>17-Apr-21 1.5%</b>	<b>17-Apr-22 \$0.45 RPN adjustment</b>	<b>17-Apr-22 1.75%</b>
Attendant	Probation	20.21	20.51	20.82		21.18
Activity Aide	Start	20.68	20.99	21.30		21.67
	1 Year	21.24	21.56	21.88		22.26
	2 Year	21.79	22.12	22.45		22.84
PSW - HCA	Probation	20.21	20.51	20.82		21.18
Aide	Start	20.68	20.99	21.30		21.67
Certified Activity Aide	1 Year	21.24	21.56	21.88		22.26
	2 Year	21.79	22.12	22.45		22.84

RPN	Probation	25.61	25.99	26.38	26.83	27.29
	Start	25.87	26.26	26.65	27.10	27.57
	1 Year	26.45	26.85	27.25	27.70	28.18
	2 Year	26.96	27.36	27.77	28.22	28.71

**Amended as per Interest Arbitration award of December 4, 2024**

<b>Classification</b>	<b>Step</b>	<b>17-Apr-22</b>	<b>17-Apr-23 \$3.00 PSW PWE</b>	<b>17-Apr-23 3.5%</b>	<b>17-Apr-24 3.5%</b>	<b>04-Dec-2024 \$1.75 RPN adjustment</b>
Attendant Activity Aide	Probation	21.18		<b>21.92</b>	<b>22.69</b>	
	Start	21.67		<b>22.43</b>	<b>23.22</b>	
	1 Year	22.26		<b>23.04</b>	<b>23.85</b>	
	2 Year	22.84		<b>23.64</b>	<b>24.47</b>	
PSW - HCA	Probation	21.18	<b>24.18</b>	<b>25.03</b>	<b>25.91</b>	
	Start	21.67	<b>24.67</b>	<b>25.53</b>	<b>26.42</b>	
	1 Year	22.26	<b>25.26</b>	<b>26.14</b>	<b>27.05</b>	
	2 Year	22.84	<b>25.84</b>	<b>26.74</b>	<b>27.68</b>	
Aide Certified Activity Aide	Probation	21.18		<b>21.92</b>	<b>22.69</b>	
	Start	21.67		<b>22.43</b>	<b>23.22</b>	
	1 Year	22.26		<b>23.04</b>	<b>23.85</b>	
	2 Year	22.84		<b>23.64</b>	<b>24.47</b>	
RPN	Probation	27.29		<b>28.25</b>	<b>29.24</b>	<b>30.99</b>
	Start	27.57		<b>28.53</b>	<b>29.53</b>	<b>31.28</b>
	1 Year	28.18		<b>29.17</b>	<b>30.19</b>	<b>31.94</b>
	2 Year	28.71		<b>29.71</b>	<b>30.75</b>	<b>32.50</b>

A.01 Any newly hired RPN shall have the opportunity to submit proof of previous experience. If the experiences pertinent to the Employer he/she will be allowed advance placement on the wage grid.

A.02 Pay Equity

The above rates include all pay equity obligations.

# LETTER OF UNDERSTANDING – DISTRIBUTION OF NEW PART-TIME HOURS

Between

Villa Colombo Vaughan (Employer)

and

CUPE Local 5166

Re: Distribution of New Part Time Hours

Notwithstanding the current language of Article 11 - Job Postings, the Employer will offer any new part time hours by the criteria listed in article 11.03 as per the following:

- No hours for any vacancy less than three (3) months. Under this Letter of Understanding.
- The hours will be offered only to those eligible part time staff who have previously signed an expression of interest with the Employer. They will make the Employer aware of their desire for additional hours on a yearly basis. The hours will not be posted.
- The additional hours will not create an overtime situation.
- The hours will be offered only to those eligible part-time staff currently working shift and the unit on which the work is to be performed.
- The part-time persons must accept all of the new hours.

IN WITNESS WHEREOF the parties hereto have hereunder caused this Agreement to be executed by their duly authorized representatives this day 17<sup>th</sup> of November, 2025.


For Villa Colombo Seniors Centre (Vaughan) Inc.

For CUPE and its Local 5166

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