

COLLECTIVE AGREEMENT

BETWEEN:

**OMNI HEALTH CARE LIMITED PARTNERSHIP
c.o.b. as “OMNI FOREST HILL”**

AND

**THE CANADIAN UNION OF PUBLIC EMPLOYEES
LOCAL 503**



May 2, 2017 – May 1, 2020

TABLE OF CONTENTS

ARTICLE 1 – PURPOSE	2
ARTICLE 2 – SCOPE AND RECOGNITION	2
2.02 No Other Agreements	2
ARTICLE 3 – MANAGEMENT RIGHTS	2
ARTICLE 4 – DEFINITIONS	3
ARTICLE 5 – NO DISCRIMINATION/HARASSMENT	4
ARTICLE 6 – UNION SECURITY AND CHECK OFF.....	4
6.01 Union Security.....	4
6.02 Deductions	4
6.03 Check off List	5
6.04 Orientation of New Members	5
6.05 T4 Slips	5
ARTICLE 7 – NO STRIKES OR LOCK-OUTS	6
ARTICLE 8 – UNION REPRESENTATION AND COMMITTEES	6
8.01 Correspondence	6
8.05 Bargaining Committee.....	7
8.06 Union - Management Consultation Committee.....	7
8.07 Shop Stewards.....	8
ARTICLE 9 – GRIEVANCE PROCEDURE.....	8
9.01 Complaints and Grievances	8
9.02 Complaint Stage	8
9.03 Step 1.....	9
9.05 Step 2.....	9
9.08 Discharge Grievance.....	10
9.09 Employer Grievance.....	10
9.10 Union Policy Grievance	11
9.11 Group Grievance.....	11

ARTICLE 10 – ARBITRATION PROCESS	11
ARTICLE 11 – SENIORITY	12
11.03 Effect of Absence	13
11.05 Seniority Lists	14
11.06 Loss of Seniority.....	14
ARTICLE 12 – LAY-OFF AND RECALL	15
12.01 Definition of Lay-off.....	15
12.02 Notice of Lay-off	15
12.03 Lay-off Procedure.....	16
12.04 Recall Procedure.....	17
ARTICLE 13 – JOB POSTING	18
13.02 Information on Postings.....	18
13.07 Temporary Vacancies.....	20
13.09 Permanent Transfers.....	21
13.10 Full-Time, Part-Time Ratio.....	21
ARTICLE 14 – NO CONTRACTING OUT	21
ARTICLE 15 – WORK OF THE BARGAINING UNIT	22
ARTICLE 16 – LEAVE OF ABSENCE	22
16.02 Pregnancy and Parental Leave.....	22
16.03 Pregnancy Leave.....	22
16.11 Parental Leave	24
16.12 Union Leave	25
16.13 Bereavement Leave.....	25
16.14 Educational Leave	26
16.15 Emergency Leave.....	26
16.16 Family Care Giver Leave.....	26
16.17 Additional Leaves of Absence	27
ARTICLE 17 – HOURS OF WORK	27
17.02 Work Schedule	28
17.03 Meal Periods.....	29

17.04	Relief Periods	29
ARTICLE 18 – PREMIUM PAYMENTS		29
18.01	Overtime.....	29
18.02	Shift Premiums	30
18.03	Weekend Premium	30
18.04	Minimum Reporting Allowance	30
18.06	Call Back	31
18.07	Call In	31
ARTICLE 19 – ALLOWANCES		32
19.01	Uniform Allowance.....	32
ARTICLE 20 – HEALTH AND SAFETY		32
ARTICLE 21 – PAID HOLIDAYS.....		33
ARTICLE 22 – VACATIONS.....		35
ARTICLE 23 – HEALTH AND INSURANCE BENEFITS.....		37
23.01	O.H.I.P.....	37
23.02	Life Insurance	37
23.03	Extended Health Care	37
23.04	Vision Care	38
23.05	Dental	38
23.08	The Nursing Homes and Related Industries Pension Plan	39
ARTICLE 24 – SICK LEAVE		40
24.03	Sick Days	40
ARTICLE 25 – COMPENSATION.....		41
25.02	Retroactivity.....	41
25.03	Temporary Transfers	41
25.04	New Classification	41
25.05	Wage Progression	42
ARTICLE 26 – GENERAL CONDITIONS.....		42
26.01	Bulletin Board	42

26.02	Facilities for Staff Use.....	42
26.03	Copies of Agreement.....	42
ARTICLE 27 – PAY DAYS.....		42
27.03	Errors on Pay Cheques	43
ARTICLE 28 – DISCIPLINE, DISCHARGE AND PERSONNEL FILES		43
28.03	Adverse Report.....	44
28.04	Clearing of Personnel File	44
ARTICLE 29 – TERM.....		44
SCHEDULE A – WAGE GRID		46
SCHEDULE “A”		47
LETTER OF UNDERSTANDING		48
	Violence Against Women.....	48
LETTER OF UNDERSTANDING		49
	CMI Results	49
LETTER OF UNDERSTANDING		50
	Vacation Entitlement.....	50
LETTER OF UNDERSTANDING		51
	Paid Holidays as Lieu Days	51
LETTER OF UNDERSTANDING		52
	12 Hour Rotations for Cook Shifts	52
LETTER OF UNDERSTANDING		54
	Banked Overtime	54
LETTER OF UNDERSTANDING		55
	Christmas and New Years Scheduling	55

ARTICLE 1 – PURPOSE

- 1.01** The purpose of this agreement is to establish mutually satisfactory relations between the Employer, the Union representing the employees as defined and the employees concerned; to provide machinery for the prompt and equitable disposition of grievances and to establish and maintain satisfactory working conditions, hours of work and wages for all employees within the bargaining unit.

ARTICLE 2 – SCOPE AND RECOGNITION

- 2.01** The Employer recognizes the Canadian Union of Public Employees as the bargaining agent for all employees employed by 0760444B.C. Ltd. as General Partner, on behalf of OMNI Health Care Limited Partnership “OMNI Health Care Forest Hill” in Kanata, Ontario, save and except supervisors, persons above the rank of supervisor, Assistant Nutritional Care manager, Office staff, Registered Nurses (RNs) and Registered Practical Nurses (RPNs) and students employed during the school vacation period.

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.

ARTICLE 3 – MANAGEMENT RIGHTS

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

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

- a) Maintain order, discipline and efficiency;
- b) Hire, discharge, assign, direct, promote, demote, classify, transfer, lay-off, recall and suspend or otherwise discipline employees for just cause;

- c) Determine the number of personnel required, the hours of work, the services to be performed and the methods, procedures and equipment to be used in connection herewith; except as may be noted elsewhere in this agreement
- d) Make and enforce and alter from time to time, reasonable rules and regulations to be observed by the employees not inconsistent with the provisions of this agreement;
- e) Determine and establish standards and procedures for the care, welfare, safety and comfort of the residents.

ARTICLE 4 – DEFINITIONS

- 4.01** Where the feminine pronoun is used in this Agreement, it shall mean and include the masculine pronoun where the context so applies.
- 4.02** Where the singular is used, it may be deemed to mean the plural within the appropriate context.
- 4.03** The term “spouse” as used in this agreement shall mean a person to whom an employee is married or common law spouse, as recorded with the Employer and as defined in the “Family Law Act”, including a person of the same or opposite sex.
- 4.04**
 - a) Full-time employees are defined to be those persons who are regularly scheduled to work sixty (60) or more paid hours bi-weekly.
 - b) Part-time employees are defined to be those employees who are regularly scheduled to work less than sixty (60) paid hours bi-weekly.
- 4.05** Employees shall be known as probationary employees until they have completed the probationary period described in Article 11.02.
- 4.06**
 - a) Where the term “working days” is used it shall be understood not to include Saturdays, Sundays or the paid holidays designated in this Agreement.

- b) Where the term “calendar days” or “days” is used, it shall be understood to include Saturdays, Sundays and the paid holidays designated in this agreement.

ARTICLE 5 – NO DISCRIMINATION/HARASSMENT

- 5.01** The Employer and the Union agree that there shall be no discrimination/harassment, interference, restriction, or coercion exercised or practiced by any of their representatives or agents with respect to any employee because of this membership or non-membership in the Union.
- 5.02** The parties hereto agree that there shall be no discrimination/harassment, including personal harassment by the Employer, the Union, or any employee against any person on the basis of race, ancestry, place of origin, colour, ethnic origin, citizenship, creed, sex, sexual orientation, gender identity, gender expression, age, record of offenses, marital status, family status, disability as provided in the *Ontario Human Rights Code*.
- 5.03** Where the alleged harasser is the person who would normally deal with the first step of such grievances, the grievance will automatically be sent forward to the next step.

ARTICLE 6 – UNION SECURITY AND CHECK OFF

6.01 Union Security

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

6.02 Deductions

- a) Union dues shall commence upon hire and shall be deducted from the employee's first pay.

- b) The employer shall deduct from the bi-weekly pay of all present members of the Union and all future employees represented by the Union all normal dues chargeable by the Union and shall remit the same to the Secretary/Treasurer of the Local Union on or before the last day of the month following the month in which the deductions were made and accompanied by names of employees from whose wages the deductions have been made and the amounts deducted. "Normal Dues" shall include special assessments levied by the Union.
- c) The Union and its members agree to indemnify and save the Employer harmless for any and all claims which may be made against the Employer by an employee or employees arising out of any amount deducted from their pay as provided for in the Article.

6.03 Check off List

The Employer shall supply an updated dues check-off list to the Union in January, April, July and October of each year. The list shall set out the employee names in alphabetical order, along with their most recent addresses, telephone numbers and their job classifications.

6.04 Orientation of New Members

It is mutually agreed that arrangements will be made for a Union Representative to interview each new employee who is not a member of the Union once during the first thirty (30) days of employment for the purpose of informing such employee of the existence of the Union in the Nursing Home. Whenever possible, such interviews may be permitted during the employee's orientation and where more than one employee is to be interviewed the interview shall include all employees.

The Employer shall advise the Union monthly as to the names of the persons listed for interview. Such interview shall take place on the Employer's premises at a mutually agreeable time, such location shall be determined by the Employer. The duration of such meeting shall not exceed fifteen (15) minutes.

6.05 T4 Slips

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

ARTICLE 7 – NO STRIKES OR LOCK-OUTS

7.01 The parties agree that the procedures established in this agreement provide for the settling of disputes and handling of grievances in a manner which is respectful of the interest of the Union, the Employer and the residents in their Home. Accordingly, the Union agrees that during the lifetime of this Agreement, there will not be a strike, slowdown, either complete or partial and the Employer agrees that there will be no lock out. The meaning of the words “strike” and “lockout” shall be as defined in the Ontario Labour Relations Act, as amended.

ARTICLE 8 – UNION REPRESENTATION AND COMMITTEES

8.01 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 President of the Union or his/her designate.

8.02 The Union and the Employer recognize and accept the provisions of this Agreement as binding upon itself and upon each of its authorized representatives and pledges that it and each of its duly authorized representatives will observe the provisions of this Agreement.

8.03 The Employer agrees to recognize the Union's Labour Representatives and the right of the Union 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(s)/ advisor(s) shall have reasonable access to the Employer's premises upon request in order to deal with any matters arising out of this Collective Agreement.

8.04

a) No individual employee or group of employees shall undertake to represent the Union at meetings with the Employer without proper written authorization from the Union. In order that this may be carried out, the Union will supply the Employer with the names of its officers. Similarly, the Employer shall supply the Union with a list of its supervisory or other personnel with whom the Union may be required to transact business.

- b) Union officers, stewards and committee members shall be entitled to leave their work during working hours in order to carry out their functions under this agreement, including, but not limited to, the investigation and processing of grievances, attendance at meetings with the Employer, and participation in negotiations. Permission to leave work during working hours for such purposes shall first be obtained from the immediate supervisor. Such permission shall not be unreasonably withheld. All time spent in performing such Union duties during regular working hours, including work performed on various committees, shall be considered as time worked.

8.05 Bargaining Committee

The Union will advise the Employer in writing of the Union members on the Union's Bargaining Committee.

The Employer agrees to release up to three (3) members of the bargaining unit to serve on the Union's Bargaining Committee. Said employees shall suffer no loss of pay, benefits, seniority or service for time spent in direct negotiations with the Employer up to but not including arbitration.

Where an employee works shifts, their shift on the day of negotiations shall be deemed to be the day shift. However, there shall be no obligation on the Employer to pay a premium rate for time spent in negotiations.

Where negotiation meetings occur on an employee's scheduled day off, the Union and the Employer shall make arrangements to allow the employee another day off with pay. The Union will reimburse the Employer for the costs as per article 16.12 b)

8.06 Union - Management Consultation Committee

- a) A committee known as the Union/Management Consultation Committee shall consist of representatives from the Union and the Employer. Union members on the committee will include two (2) employees from the bargaining unit.
- b) The committee shall meet as soon as possible at the request of either party. It shall meet at least once every three (3) months at a time mutually agreed upon between the parties.
- c) The purpose of such meetings shall be to discuss issues relating to the workplace which affect the parties.

- d) Members of the committee shall receive a notice and agenda of the meeting at least five (5) working days in advance of the meeting. Employees who are members of the Committee shall not suffer any loss of pay for time spent at Committee meetings.
- e) A representative each of the Employer and of the Union shall be designated as joint chairpersons, and shall alternate in presiding over meetings and preparing notices and agendas.
- f) Minutes of each meeting of the Committee shall be prepared and signed by the joint chairperson as promptly as possible after the close of the meeting. The Union and the Employer shall each receive two (2) signed copies of the minutes within one (1) week after they are prepared and signed.

8.07 Shop Stewards

- a) The Employer acknowledges the right of the Union to appoint or otherwise select up to six (6) employees as stewards.
- b) The Union will notify the Employer in writing of the name of its stewards and will advise promptly of any change made to the list. The Employer shall not be required to recognize any steward until it has been so notified.
- c) The Union recognizes that a steward shall not use such time away from his/her work except to perform his/her duties as a steward.

ARTICLE 9 – GRIEVANCE PROCEDURE

9.01 Complaints and Grievances

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

9.02 Complaint Stage

- a) It is agreed that an employee has no complaint or grievance until she has first discussed the issue with her immediate Supervisor. The issue must be presented within ten (10) working days of the day that the circumstances giving rise to it have occurred or originated. The employee may have the assistance of a representative of the Union when the complaint is being discussed with the supervisor.

- b) When an employee has presented her complaint to her supervisor and the complaint has not been resolved to her satisfaction, the employee may, within ten (10) working days of the meeting with her supervisor, file a grievance with the Union Grievance Committee.

9.03 Step 1

Where an employee has filed a grievance with the Union Grievance Committee, the Union may, within ten (10) days working days thereof, present the grievance to the Employee's direct manager. The Employee's direct manager shall meet with the grievor and the Union representative within ten (10) days of the date on which the grievance was received and date-stamped by his/her office and shall within ten (10) working days of the meeting, render his/her decision.

9.04 If the Employee's direct manager

- (i) fails to meet the grievor and the Union representative; or
- (ii) fails to render his or her decision within the time prescribed in Article 9.03, or
- (iii) renders a decision that is not acceptable to the grievor and the Union representative;

The Union Grievance Committee may forward a copy of the grievance to the Administrator or designate within thirty (30) days from the date on which the grievance was received and date-stamped by the office of the Employee's direct manager or ten (10) working days following the meeting or the grievance response, whichever occurs last.

9.05 Step 2

The Administrator or designate shall, within twenty (20) working days of the date the grievance was received and date-stamped in his/her office, meet with the grievor and the Union representative, and shall within ten (10) working days of the meeting, notify the Union in writing of his/her decision with regard to the grievance.

9.06 In the event the decision of the Administrator or designate is not acceptable to the Union, the Union may notify the Administrator of the Union's desire to submit the grievance to arbitration for final disposition in accordance with the procedure for arbitration of grievances contained in this Agreement, within twenty (20) working days of the receipt and date-stamp by the Union office of the decision.

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

9.08 Discharge Grievance

In the event of an employee being discharged from employment, and the employee feels that an injustice has been done, the case may be taken up as a grievance.

Such grievance shall be submitted in writing to the Administrator, at step 2 of the grievance procedure within ten (10) working days after the employee is notified of her discharge or within ten (10) working days after the employee ceases to work for the Employer, whichever is earlier.

A discharge grievance may be settled by confirming the Employer's action, or by reinstating the employee with full compensation for time lost, or by any other arrangement which is just and equitable in the opinion of the conferring parties or the Board of Arbitration, as the case may be.

9.09 Employer Grievance

The Employer may institute a grievance regarding the general misinterpretation or violation of this agreement (by the Union or any employee covered by this Agreement) or with respect to the conduct of the Union, its Officers or Committee Representatives. Such grievance shall be in writing and presented to the Union within ten (10) working days after the circumstances giving rise to the grievance have originated or occurred.

The parties shall arrange to meet at a mutually agreeable time to discuss the issue and the Union shall give his decision within ten (10) working days following such discussion. Failing settlement, the Employer may refer the grievance to arbitration within twenty (20) working days of receipt of the Union's decision.

9.10 Union Policy Grievance

The Union may institute a grievance consisting of an allegation of general misinterpretation or violation by the Employer of this Agreement. When a policy grievance is initiated by the Union, the grievance procedure shall begin at step 2 with the Administrator or designate and shall be filed within ten (10) working days after the circumstances giving rise to the grievance originated or occurred.

9.11 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. Such grievance shall be initiated at step 1 in accordance with the established grievance procedure.

9.12 At any stage in the grievance procedure the Grievor may be present and shall be represented by the Union in the presentation of his or her grievance.

ARTICLE 10 – ARBITRATION PROCESS

10.01 When either party requests that a grievance be submitted to an Arbitration Board, the request shall be in writing addressed to the other party to this Agreement and shall contain the name of the first party's nominee to the Board of Arbitration. The recipient of the notice shall, within ten (10) days thereafter designate its nominee to the Board of Arbitration. The two (2) so nominated shall endeavor, within ten (10) days after the appointment of the second of them, to agree upon a third person to act as Chairman of the Board of Arbitration. The Parties may mutually agree to use a single arbitrator in lieu of a Board.

10.02 If the nominees are unable to agree upon a third person as Chairman within ten (10) days after the appointment of the second one of them, then either party may request the Ministry of Labour for the Province of Ontario to appoint the third member as Chairman of the Board of Arbitration.

The said two (2) nominees first appointed shall be at liberty prior to the expiration of ten (10) days from the date of the appointment of the second of them, or prior to the appointment of the Chairman within the said period of ten (10) days, to discuss the grievance submitted to them with a view to mutual settlement.

- 10.03** Each of the parties shall pay its own expenses including pay for witnesses and the expenses of its own nominee and one-half (1/2) of the expenses and fees of the Chairman.
- 10.04** The Board of Arbitration or Single Arbitrator shall have no power to alter, add to, subtract from, modify or amend this Agreement in order to give any decision inconsistent with it. The decision of the majority of the members of the Board of Arbitration shall be the decision of the Board, but if there is no majority the decision of the Chairman shall govern.
- 10.05** 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.
- 10.06** 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.
- 10.07** At any stage of the Grievance Procedure, or the Arbitration Procedure, 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 may be relevant to the settlement of the grievance, at a reasonable time and so as not to interfere with the function of the Nursing Home.

ARTICLE 11 – SENIORITY

- 11.01** For full-time employees, seniority is defined as the length of service in the bargaining unit since the last date of hire. For part-time and casual part time employees, seniority shall be calculated on the basis of 1800 hours paid equals one year of service. Notwithstanding the above, a part-time or casual part-time employee cannot accrue more than one year's seniority in a twelve (12) month period. Seniority shall include service with the employer prior to Union certification.
- 11.02** A newly hired employee must successfully complete a probationary period of four hundred and fifty (450) hours. Upon completion of such probation, the employee's name shall be placed on the respective seniority list and credited with four hundred and fifty (450) hours.

The Parties agree that the probationary period is the Employer's opportunity to assess the ability and suitability of a new employee. Providing the Employer has made a fair assessment of the employee's suitability for permanent employment, the termination of a probationary employee will not be the subject of a grievance.

By mutual agreement between the Union and the Employer, the probationary period may be extended up to an additional 450 hours for employees performing modified duties outside of their regular duties

11.03 Effect of Absence

- 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 Home, seniority will accrue. It is further understood that the provisions of this article shall be applied in a manner consistent with the *Ontario Human Rights Code* and/or the *Employment Standards Act*, as amended.
- 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. In addition, the Employee will become responsible for full payment of benefits, to include both the Employer and Employee portion of the benefits premium in which she is participating, provided the Employee pays the total cost of the premium to the Employer by the first day of each month during the absence. The Employer will notify such Employee that she must assume responsibility for full payment. An Employee's failure to submit payment for benefits in accordance with the provisions of this Article shall result in the discontinuation of all benefits.
- c) **Benefits – WSIB**
 - (i) The Employer shall continue to pay premiums for benefit plans for employees who are receiving WSIB benefits for up to twelve (12) months following the date of injury, if the employee continues her contribution towards said benefits.
 - (ii) The Employer will notify the employee when her benefits will cease.
- d) 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.

- e) Notwithstanding (d), seniority shall accrue:
- (i) for a period of up to twenty-four (24) months if an employee's absence is due to a disability resulting in WSIB benefits.
 - (ii) for a period of pregnancy and parental leave as provided for under Article 16 of this agreement.
 - (iii) for a period of up to seventeen (17) weeks if any employee's absence is due to leave while on weekly indemnity.
- f) 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 purpose of calculating the current year's vacation entitlement under the terms of the agreement

11.04 In cases of promotions, demotions or permanent transfer of employees, the qualifications, experience, ability and seniority of the employees shall be considered in accordance with the provisions of Article 13 – Job Posting.

11.05 Seniority Lists

- a) The Employer shall post a copy of seniority lists by the end of January, April, July and October of each year, and supply the Union Office with an electronic spreadsheet copy. Seniority lists shall be by department and shall identify the employee's name, classification, date of hire, and hours of seniority.
- b) Employees shall have three (3) calendar weeks from the date of posting of the seniority list to notify the Employer of any errors in seniority calculations.
- c) If no errors are reported in such three (3) week period, the seniority list shall be accepted as correct for all employees.
- d) An employee on Leave of Absence at the time of the posting of the seniority list shall have three (3) calendar weeks upon her return to advise the Employer of any errors in the calculation of her seniority.

11.06 Loss of Seniority

An employee shall lose all seniority and her employment shall be deemed to be terminated if she:

- a) voluntarily resigns, retires or is discharged for just cause; or

- b) is absent from work without permission for more than three (3) consecutive shifts unless a satisfactory explanation is provided to the Employer. It is understood that this provision does not preclude the requirement for an employee to notify the Employer of an absence prior to her scheduled shift; or
- c) is absent from work for more than twenty-four (24) months by reason of lay-off; or
- d) is absent from work for more than twenty-four (24) months by reason of absence while on WSIB and there is no reasonable likelihood that the employee will return to work in the near future; or
- e) fails to notify the Employer of her intention to return to work following a lay-off, within seven (7) calendar days after being notified to do so by registered mail; or
- f) has been granted a leave of absence of any kind and overstays the leave, unless she obtains permission from the Employer or the failure to return to work is for reasons beyond the employee's control.

11.07 It shall be the responsibility of each employee to keep the Employer informed of her current address and telephone number.

ARTICLE 12 – LAY-OFF AND RECALL

12.01 Definition of Lay-off

Lay-off shall be defined as a reduction in the workforce or a reduction in the regularly scheduled hours of work.

12.02 Notice of Lay-off

In the event of a proposed lay off of a temporary and/or permanent and/or long-term nature of thirteen (13) calendar weeks or more, the Employer will:

- a) provide the Union with at least six (6) weeks' notice prior to its implementation. This notice is not in addition to required notice for individual employees.

- b) give each employee in the Bargaining Unit who has acquired seniority and who is to be laid off for a period of more than eight (8) weeks notice in writing of her lay-off in accordance with the Employment Standards Act. However, the Employment Standards will be deemed to be amended to provide notice to the affected employee as follows:
 - (i) if her service is greater than 9 years – 9 weeks' notice
 - (ii) if her service is greater than 10 years – 10 weeks' notice
 - (iii) if her service is greater than 11 years – 11 weeks' notice
 - (iv) if her service is greater than 12 years – 12 weeks' notice

12.03 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, and on the shift where the layoff is occurring, provided that there remain on the job employees who have the ability and qualifications to perform the available work.
- b) An employee who is subject to lay-off shall have the right to either:
 - (i) Accept the lay-off; or
 - (ii) First bump an employee with less bargaining unit seniority in a lower or identical paying classification provided she has the ability and qualifications to perform the available work, and can perform the duties of the lower or identical paying classification without training other than orientation.
 - (iii) An identical paying classification shall include any classification where the straight time hourly wage rate at the level of service corresponding to that of the laid off employee is within five percent (5.0%) of the laid off employee's straight time hourly wage rate.
 - (iv) Chain bumping will be allowed with the understanding that an employee subject to lay off chooses to bump, must bump the employee with less seniority who has scheduled hours equal or less than the employee laid off, provided she has the ability and qualifications to perform the available work, and can perform the duties of the position without training other than orientation.
 - (v) The decision of the employee to choose (i) or (ii) above shall be given in writing to the Administrator within one (1) calendar week following the notification of lay-off. Employees failing to do so will be deemed to have accepted the lay-off.

- (vi) For the purposes of article 12.02 laid off full-time employees may displace part-time employees however, laid off part-time employees shall not have the right to displace full-time employees.

12.04 Recall Procedure

- a) An employee shall have opportunity of recall from a lay-off to an available opening, in order of seniority, provided she has the ability and qualifications to perform the available work, and can perform the duties of the position without training other than orientation.

In determining the ability 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. An employee choosing not to exercise this privilege shall forfeit this opportunity.
- c) No new employees shall be hired until all those laid off have been given an opportunity to return to work and have failed to do so, in accordance with the loss of seniority provision, or have been found not qualified or unable to perform the work available without training other than orientation.
- 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 seven (7) calendar days 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) calendar days after being deemed to have received the notice from the Employer. 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) Employees on lay-off or notice of lay-off shall be given preference for temporary vacancies, which are expected to exceed three (3) months. 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.
- f) A laid off employee shall retain the rights of recall for a period of twenty-four (24) months.

- g) The job posting procedure as set out in the Collective Agreement will continue to apply.
- h) 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.

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

ARTICLE 13 – JOB POSTING

13.01 In the event new jobs are created or vacancies occur in existing job classifications (unless the Employer notifies the Union in writing that it intends to postpone or not fill a vacancy), the Employer will post such new jobs or vacancies for a period of seven (7) calendar days, and shall stipulate the qualifications, classification, rate and department concerned before new employees are hired, in order to allow employees with seniority to apply.

The Employer agrees to provide the Union President with a copy of each job posting.

The Employer may fill the vacancy on a temporary basis until the job posting procedure is completed and the successful applicant is placed in the position.

13.02 Information on Postings

The job posting notice shall contain the following information: nature of the position, qualifications, shift, wage or salary rate or range.

13.03 If no applications are received by 10:00 a.m. of the seventh (7th) day following the posting date, the Employer may start proceedings to secure permanent applications for the vacancy from outside labour sources.

All applications received will be considered within seven (7) calendar days of the end of the posting procedure.

Both parties recognize the principle of promotion within the service of the Employer and that job opportunity should increase in proportion to length of service. In making staff changes, transfers, or promotions, appointment shall be made of the senior applicant having the required skills, abilities, training and qualifications to do the work. Appointments from within the bargaining unit shall be made within three (3) weeks of posting.

13.04

For the purposes of applying calculated seniority, the following will apply:

- (i) Job Posting: Calculated to the closing date of the posting.
- (ii) Any Other Circumstances: In accordance with the most recent posted seniority list.

If the applicants are not qualified to perform the work required, the Employer reserves the right to immediately hire outside help.

For the purposes of job postings and filling vacancies, certified Health Care Aides shall be deemed to be Personal Support Workers (PSWs).

13.05

- a) The successful applicant shall be placed on trial in a new classification for a period of two (2) months. Where a posting is awarded to a successful applicant, who stays within the same job classification, but moves to a position on first or second floor, the employee shall be placed on trial for a period of two (2) weeks, subject to the remaining provisions of this Article. Such trial promotion or transfer shall become permanent after the trial period unless:
 - (i) the employee feels that she is not suitable for the position, and wishes to return to her former position; or
 - (ii) the Employer feels that the employee is not suitable for the position, and required that she return to her former position.
- b) In the event of either (i) or (ii) above, the employee will return to her former position and salary without loss of seniority, any other employee promoted or transferred as a result of the rearrangement of positions shall also be returned to her former position and salary without loss of seniority.
- c) It is understood and agreed that once the trial period has expired, the Employer no longer has the right to return an employee to her former position and the employee no longer has the right to return to her former position.

d) An employee who is transferred to a position in the Home, outside of the bargaining unit shall continue to retain her seniority for a period of six months. If the employee returns to the bargaining unit within a period of six (6) months, she shall be returned to her former position and salary without loss of seniority and any other employee promoted or transferred as a result shall also be returned to her former position and salary without loss of seniority. This six month period may be extended with the mutual agreement of the parties.

13.06 The Employer will discuss with any unsuccessful applicant the manner in which the Employee may improve his position and his work in order to be considered for any future vacancy.

13.07 Temporary Vacancies

A temporary vacancy is one in which an employee who regularly holds the position is expected to return to work.

a) Temporary vacancies expected to last more than three (3) months shall be posted in accordance with the Job Posting Procedure. Where the Employer could not reasonably be aware of a vacancy lasting more than three (3) months, such vacancy shall be posted when the Employer becomes aware, or after three (3) months, whichever comes first.

b) Temporary vacancies expected to last three (3) months or less need not be posted but will be filled in accordance with the following:

(i) Vacancies of two weeks or less will be filled on a shift by shift basis in accordance with the call in and scheduling procedures of the collective agreement.

(ii) Employees who wish to be considered for temporary vacancies that are not posted and are expected to last more than two weeks but less than three months, will submit their interest in being considered for such vacancies to their manager in writing. The Manager will offer temporary vacancies of less than three months, in order of seniority, to employees in the job class who previously expressed such an interest.

c) Upon the return of the employee from her absence, she shall have the right to return to her former position. In instances where an employee returns to work prior to the estimated date of return the Employer shall not be liable to continue to pay the employee so displaced the rate for the position that she occupied during the absence.

13.08 During the summer vacation period, employees on staff prior to the commencement of the summer vacation period shall have the opportunity to fill available hours caused by vacation provided she advises her department manager in writing before the vacation schedules are prepared. An employee exercising her option shall not, as a result of such extra work, change her employment status (i.e. part-time, full-time).

13.09 Permanent Transfers

a) Where an employee is transferred to a higher rated classification within the bargaining unit, she shall be entitled to the rate of pay that is immediately above her current rate.

b) If an employee is transferred to a lower rated classification in the bargaining unit due to a reduction in staff, or at the employee's request, the employee will be placed on the salary scale at the rate of pay closest to but not greater than the rate of pay the employee received in the higher rated classification.

13.10 Full-Time, Part-Time Ratio

So long as a full-time position exists there will be no splitting of that position into two or more part-time positions unless care/service assessments indicate it would be in the best interest of the Home to do so, in which case the Employer will meet with the Union to discuss alternatives before a final decision is made. Any changes must be mutually agreed by the parties. Agreement will not be unreasonably withheld.

ARTICLE 14 – NO CONTRACTING OUT

14.01 The Nursing Home shall not contract-out any work usually performed by members of the bargaining unit if, as a result of such contracting-out, a lay-off of any employees other than casual part-time employees results from such contracting-out.

ARTICLE 15 – WORK OF THE BARGAINING UNIT

15.01 Persons excluded from the bargaining unit shall not perform duties normally performed by the employees in the bargaining unit which shall directly cause or result in the lay-off or reduction in hours of work of an employee in the bargaining unit.

ARTICLE 16 – LEAVE 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 two (2) weeks' notice in writing, unless impossible, and that such leave may be arranged without undue inconvenience to the normal operations of the Nursing Home. Applicants when applying must indicate the date of departure and specify the date of return.
- 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) An employee who is pregnant shall be entitled, upon application, to pregnancy leave and parental leave immediately thereafter. Pregnancy leave shall be granted for up to seventeen (17) weeks as provided in the Employment Standards Act, or such longer period under circumstances as are allowed by the ESA if she is not entitled to Parental Leave. The employee may begin her pregnancy leave on the earlier of the day that is seventeen (17) weeks before her due date or a date otherwise provided for in the Act.

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.
- d) Additional leave of absence may be taken under Article 16.11, Parental Leave.

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 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.

16.06 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.

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 and has not resumed operations upon the expiry thereof, 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 12.
- 16.08** Such absence is not an illness under the interpretation of this Agreement 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. Credits for service and seniority shall accumulate for the period of pregnancy and/or parental leave on the basis of what the employee's normal regular hours of work would have been.
- 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) The employee shall give the Employer two (2) weeks' written notice of the date the leave is to begin. 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) For the purposes of parental leave under Article 16.11, 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) The Employer shall grant leaves of absence to employees to attend Union Conventions, Seminars, Education Classes or other Union business. Such leave for a maximum of three (3) employees shall be for no longer than a maximum of forty (40) days in one year. The Union agrees that such leave will not unduly affect the proper operations of the Nursing Home.

In requesting such leaves of absence, the Union must give fourteen (14) days clear notice to the Employer to be confirmed by the Union in writing.

- b) Employees on such leave of absence will be paid by the Employer who will be reimbursed by the Union for the amount paid to the employees, including; wages, statutory benefits (i.e. EHT, EI, CPP and WSIB), Pension, Health and Welfare and Weekly Indemnity premiums (if applicable).
- c) Upon application by the Union in writing, the Nursing Home will give reasonable consideration to a request for leave of absence, without pay, to an employee elected or appointed to a full-time Union office. It is understood that not more than one (1) employee in the bargaining unit may be on such leave at the same time. Such leave, if granted, shall be for a period of one (1) calendar year from the date of appointment unless extended for a further specific period by agreement of the parties. Seniority and service shall accumulate during such leave to the maximum provided, if any, under the provisions of the Collective Agreement. It will become the responsibility of the employee for full payment, one (1) month in advance, of any applicable benefits in which the employee is participating during such leave of absence. It is agreed that for the purpose of WSIB coverage, such employees are deemed to be employed by the Union.

16.13 Bereavement Leave

- a) Upon the death of an employee's spouse, common-law spouse, child, or step-child, the employee shall be granted leave up to a maximum of five (5) days without loss of pay, ending with the day after the funeral or equivalent service.

- b) Upon the death of an employee's mother, father, mother-in law, father-in-law, brother, sister, brother-in-law, sister-in-law, grandparent, grandchild, legal guardian, the employee shall be granted leave up to a maximum of three (3) days without loss of pay, ending with the day of the funeral or equivalent service.
- c) An employee shall be granted one (1) day bereavement leave, without loss of pay to attend the funeral or equivalent service of his or her aunt, uncle, niece or nephew.
- d) Pay for such days of absence is limited to the days actually missed from work as per the employee's schedule.
- e) Where it is necessary because of distance, the employee may be provided up to six (6) days additional unpaid leave.

16.14 Educational Leave

The Department Manager may grant a request for unpaid leave of absence to upgrade employment qualifications related to the employee's work in the Home, provided that she receives a written request at least one (1) month in advance unless impossible and provided that such a 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 specific date of return.

16.15 Emergency Leave

Emergency leave will be provided for in accordance with the Employment Standards Act. It is understood that this leave is part of and not in addition to other leaves of absence for illness, injury, bereavement, medical or other personal emergency. The Employer may require an employee who takes this leave to provide evidence that the employee is entitled to the leave.

16.16 Family Care Giver Leave

The Employer agrees to provide unpaid Family Care Giver Leave in accordance with the provisions of the Employment Standards Act. The general terms of the leave are:

An employee is entitled to a leave of absence without pay to provide care or support to an individual described in subsection (5) of the ESA if a qualified health practitioner issues a certificate stating that the individual has a serious medical condition with a significant risk of death.

The leave may be for up to eight (8) weeks in duration for each individual described in subsection (5) referenced above. Seniority and service shall accrue for the duration of the allowed leave. Benefits will continue for the duration of the allowed leave provided the employee continues to pay their portion of the benefits premium.

16.17 Additional Leaves of Absence

Employees may be entitled to the following leaves in accordance with the *Employment Standards Act 2000 (May 7, 2018)*

- Emergency leave
- Family medical leave
- Critical illness leave
- Organ donor leave
- Reservist leave
- Child Death leave
- Crime-related child disappearance leave
- Domestic or Sexual violence leave

Seniority and service shall accrue for the duration of the allowed leave. Benefits will continue for the duration of the allowed leave provided the employee continues to pay their portion of the benefits premium.

ARTICLE 17 – HOURS OF WORK

17.01 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.

- a) The regular work shift for full-time employees shall be not more than seven and one-half (7½) working hours per day exclusive of meal periods. The seven and one-half (7½) working hours per day will be worked within an eight (8) hour period.
- b) The Employer agrees that there shall be no split shifts.
- c) It is understood that employees will be available for a short time, to a maximum of ten (10) minutes at the beginning of each shift for the purposes of report.
- d) During the changeover from Daylight Savings Time to Eastern Standard Time, or vice versa, an employee shall be paid for hours worked at straight time.

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 will be considered for extenuating circumstances provided they are submitted to the Department Manager one (1) week in advance of posting.
- b) No employee who is required to rotate shifts shall be required to change from one (1) shift to another (e.g. from night shift to day shift) without at least twenty-four (24) hours between the end of one (1) shift and the beginning of the next, provided that the Employer may request employees to change shifts with less than twenty-four hours off if both parties agree. These provisions shall not apply when allowing employees the opportunity for call-ins.
- c) No employee will be scheduled to work more than five (5) consecutive shifts unless by mutual agreement.
- d) A full-time employee will have two (2) out of four (4) weekends scheduled off.

A part time employee with regularly scheduled hours will be scheduled for two (2) weekends off out of four (4) unless mutually agreed otherwise.
- e) In the event employees, of their own accord, for their own personal convenience, wish to arrange to change days with appropriately qualified other employees, the Employer agrees to consider such requests provided:
 - (i) that the employees have submitted a written request on the form provided and obtained the prior written approval of the Employer,
 - (ii) that employees use this privilege only to accommodate extenuating personal circumstances,
 - (iii) that these alterations do not interfere with any other employee's assigned shifts,
 - (iv) that such arrangement does not reduce staff availability such that the Employer is unable to appropriately staff the Home, and
 - (v) that such alterations and amendments will not result in payment of premium pay to an employee.

17.03 Meal Periods

- a) Meal periods will be taken as scheduled by the Employer.
- b) Meal periods will be uninterrupted except in cases of emergency.
- c) Employees who intend to leave the Home during their meal period will advise their immediate Supervisor of their intention and report back on their return.
- d) Proper facilities will be provided for employees who bring their own lunch and locker facilities will be provided.
- e) An employee who is required to extend her seven and one half (7 ½) hour shift by more than four (4) hours will be supplied with one (1) free meal during such shift.

17.04 Relief Periods

Employees will be allowed fifteen (15) minutes relief in each half of the seven and one-half (7 ½) hour shift, without reduction in pay and without increasing the regular working hours. Relief periods will be taken as scheduled by the Employer.

17.05 Part time employees will be available to work up to 24 (twenty-four) hours per week whether or not prescheduled.

ARTICLE 18 – PREMIUM PAYMENTS

18.01 Overtime

- a) Overtime shall be paid for all hours worked over seven and one-half (7½) hours in a 24 (twenty-four) hour period or seventy-five (75) hours in a pay period, at the rate of time and one-half (1 ½) the employee’s regular rate of pay.
- b) 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.
- c) Overtime shall be based on the employee’s regular rate of pay and there shall not be any pyramiding of overtime under this Article.

- d)
 - (i) Subject to (ii), Employees who work on a scheduled day off, at the request of the Employer, will be paid overtime at the rate of time and one-half (1 ½ x) for all hours worked.
 - (ii) Employees who are scheduled to work less than seventy-five hours in a two (2) week period will not qualify for overtime on a scheduled day off as stipulated in (i) until they have completed seventy-five (75) hours of work in the scheduled two (2) week period.

18.02 Shift Premiums

Effective December 18, 2015, the Employer agrees to pay a shift premium of twenty-four cents (\$0.24) per hour to employees for all hours worked between the hours of 3:00 p.m. and 7:00 a.m.

Effective October 19, 2017, the Employer agrees to pay a shift premium of thirty cents (\$0.30) per hour to employees for all hours worked between the hours of 3:00 p.m. and 7:00 a.m.

18.03 Weekend Premium

A weekend premium of fifteen cents (\$0.15) per hour shall be paid for all hours worked between 2300 hours Friday and 2300 hours Sunday.

Effective October 19, 2017, a weekend premium of twenty-five cents (\$0.25) per hour shall be paid for all hours worked between 2300 hours Friday and 2300 hours Sunday.

18.04 Minimum Reporting Allowance

If an employee reports for work at the regularly scheduled time for 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.

18.05 Article 18.04 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 Nursing Home, nor shall it apply to employees returning to work without notice after absence.

18.06 Call Back

When an employee is called back to work after leaving the Nursing Home premises upon completion of his shift, such employee will receive a minimum of four (4) hours pay at straight time rates, unless overtime hours are actually incurred. It is understood that this provision shall not apply in the case of employees required to work immediately prior to the commencement of their regular shift.

18.07 Call In

- a) "Call In" shall mean the calling in to work at the Employer's request of an employee on an assigned day off as per the posted schedule.
- b) 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.
- c) Employees will submit their availability for call in, in writing to the Supervisor or designate stating the shifts they will be available for at the time that the call-in list is updated, if nothing is submitted, the previous availability will remain in effect.
- d) It is agreed that an employee whose terms of hire and/or who commits to call-in will meet that commitment.
- e) The Employer shall call-in employees in the bargaining unit prior to non-bargaining unit personnel/agency, providing that the employee has the required skills, experience, ability and qualifications to fill the vacant shift.

Employees must be contacted in order of seniority, beginning with the most senior full-time employee, who has not yet reached 75 hours in that pay period.

If there are no full-time employees available, the Employer will then contact part-time employees in order of seniority who have not yet reached 75 hours in that pay period.

If after contacting all part-time and full-time employees with the required skills, experience, ability and qualifications there is still no one available, the shift may be offered at overtime beginning with full-time employees in order of seniority.

If after all of the above have been attempted there is still no employee available to fill the vacant shift, then the shift will be offered to non-bargaining unit personnel/agency.

ARTICLE 19 – ALLOWANCES

19.01 Uniform Allowance

Effective January 1, 2009, the Employer agrees to provide all full-time employees with a uniform allowance of ten dollars (\$10.00) per month and all part-time employees with a uniform allowance of five dollars (\$5.00) per month. Payments will be made by separate cheque in December of each year.

ARTICLE 20 – HEALTH AND SAFETY

20.01 The parties agree that they mutually desire to maintain standards of safety and health in the workplace in order to prevent injury and illness.

20.02 The parties will comply with the provisions of the Occupational Health and Safety Act.

20.03 An employee who is injured during working hours and is required to leave for treatment of such injury, shall receive payment for the remainder of their shift at their hourly rate of pay, unless the doctor states that the employee is fit for further work on that shift. The Employer shall provide transportation to and from the place of treatment or hospital.

20.04 The company will pay to certify a Health and Safety Representative (chosen by the Union) to perform duties as required by the Occupational Health and Safety Act.

20.05 The role of the Union Certified Representative shall include the following:

- a) Membership on the local Health and Safety Committee
- b) Provide input and co-operate with the Administrator in the resolution of Health and Safety issues
- c) Provide input on local Health and Safety training programs

20.06 An alternate may be appointed to replace the Union Certified Representative when such person is absent. The Administrator will be notified of the name of the alternate immediately prior to the commencement of the absence.

20.07 The injured employee will be provided with a copy of each WSIB Form 7. Copies of accident reports will be accessible to and reviewed by the Occupational Health and Safety Committee.

20.08 The Company and the Union understand and agree that local Health and Safety Committees play a key role in dealing with Health and Safety issues. The Committee shall function in accordance with the Occupational Health and Safety Act. The responsibility of the Committee shall include:

- workplace safety tours
- review of public health reports
- fatality inspections
- review of environmental test results
- consultation of Health and Safety Training Program
- review of injury summaries
- participation in special studies relating to Health and Safety

20.09 The Union agrees to endeavour to obtain the full cooperation of its membership in the observation of all safety rules and practices. It shall be the duty of each employee to identify health and safety hazards and to perform such tasks as may be assigned to correct same.

20.10 The Occupational Health and Safety Committee may make recommendations on the need for protective clothing and equipment (i.e. gloves, gowns, masks, goggles, lifts). Where the Homes' policy requires the wearing or use of such protective clothing and equipment it will be provided by the Employer and employees are obligated to comply.

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

ARTICLE 21 – PAID HOLIDAYS

21.01 The recognized holidays for this agreement shall be:

New Year's Day	Labour Day	(2) Float Days
Good Friday	Thanksgiving Day	
Victoria Day	Christmas Day	
Canada Day	Boxing Day	
Civic Holiday	Family Day	

The intent is that there shall be no more than twelve (12) paid holidays during the term of this Agreement. 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 holidays in the Collective Agreement.

21.02 In order to be entitled to a paid holiday an employee must have worked her scheduled day before and scheduled day after the holiday unless her absence is for reasonable cause.

An employee who was scheduled to do work on the holiday will not be entitled to holiday pay if she is absent for all or some of the scheduled shift without reasonable cause.

21.03 Holiday pay will be paid in accordance with the Employment Standards Act. The current provisions in the Employment Standards Act, Section 24 (1) (a) reads as follows:

“the total amount of regular wages earned and vacation pay payable to the employee in the four work weeks before the work week in which the public holiday occurred, divided by 20.”

21.04 A shift that begins or ends during the 24-hour period of the holiday, where the majority of hours worked falls within the holiday, shall be deemed to be work performed on the holiday for the full period of the shift.

21.05 Where an employee is required to work on a paid holiday, she shall be paid at the rate of one and one-half times (1 ½ x) her regular hourly rate for a shift so worked, in addition to her paid holiday pay as set out herein above.

21.06 There shall be no pyramiding of premium pay, overtime pay, sick leave pay, and paid holiday pay.

21.07 During Christmas and New Year’s, employees will be scheduled so that they will only be required to work:

- a) Christmas Day and Boxing Day **OR**
- b) New Year’s Eve and New Year’s Day

Each year an employee’s assignment to a) or b) will be alternated.

In order to accommodate the above, and if possible, to further improve the scheduling during this period, it is agreed that all other scheduling provisions during the period December 15th to January 15th are waived. The Employer will endeavour to maintain the master rotation of its employees, and any exceptions to that will be reviewed with the labour management committee.

ARTICLE 22 – VACATIONS

22.01 For the purpose of calculating eligibility, the vacation year shall be the period from June 1st of any year to May 31st of the following year.

22.02 Full time employees shall receive vacation benefits as follows:

Years of Service	Vacation Entitlement
Less than one (1) years' service	1 calendar week vacation with pay at 4% of gross earnings for the vacation year
One (1) year but less than Three (3) years' service	2 calendar weeks' vacation with pay at 4% of gross earnings for the vacation year.
Three (3) years but less than Eight (8) years' service	3 calendar weeks' vacation with pay at 6% of gross earnings for the vacation year.
Eight (8) years but less than Fifteen (15) years' service	4 calendar weeks' vacation with pay at 8% of gross earnings for the vacation year
Fifteen (15) years but less than Twenty-three (23) years' service	5 calendar weeks' vacation with pay at 10% of gross earnings for the vacation year
Twenty-three (23) years or more	6 calendar weeks' vacation with pay at 12% of gross earnings for the vacation year

Part time employees will accrue vacation entitlement cited above on the basis of eighteen hundred (1800) hours paid equals one (1) year of service.

22.03 The periods at which employees shall take vacation shall be based on the selection by the employee according to seniority in each classification, but shall be finally determined by the Department Manager having due concern for the proper operation of the Nursing Home.

22.04

- a)
 - (i) Vacation requests for the period from June 1 to November 30 must be submitted by March 1st of any calendar year. The vacation schedule for this period shall be posted no later than April 1st.
 - (ii) Vacation requests for the period from December 1 to May 31 of the following year must be submitted by October 1. The vacation schedule for this period must be posted no later than November 1st.
- b) Employees who fail to submit their vacation requests in accordance with a) shall have their requests considered on a first come first served basis and employees previously scheduled off for vacation shall not be displaced.
- c) If an employee requests to have their total vacation weeks taken at one time, such request shall not be unreasonably denied provided the staffing needs of the Home can be met. However, it is agreed that during the months of June, July and August, employees will only be allowed a maximum of two (2) weeks' vacation time off.

22.05

- a) Vacations are not cumulative from year to year.
- b) Employees shall not waive vacation and draw double pay.

22.06 Payment of vacation on termination of employment will be in the amount the employee is entitled to receive in accordance with foregoing.

22.07

- a) All normal deductions made from an employee's pay will be made from vacation pay.
- b) Vacation pay will be issued by separate cheque in accordance with the set vacation schedule and will be paid prior to the employee's vacation.

22.08 One (1) week of vacation shall mean seven (7) consecutive days beginning with Monday of any given week.

22.09 Employees may request vacation over the Christmas and New Year's period, subject to the normal vacation request procedure. Vacation will not necessarily be awarded based on seniority, but will be considered on a case by case basis.

ARTICLE 23 – HEALTH AND INSURANCE BENEFITS

23.01 O.H.I.P.

The Employer agrees to pay one hundred percent (100%) of the billed single/family rate, whichever is applicable, of the O.H.I.P. premium for the Province of Ontario, if applicable.

23.02 Life Insurance

Effective the first full pay period after the date of ratification, the Employer will provide a life insurance plan for each employee in the amount of one times (1x) the employee's annual salary. Effective on ratification the Employer will pay one hundred percent (100%) of the cost of this plan.

23.03 Extended Health Care

The Employer will provide an Extended Health, twenty percent (20%) co-insurance plan, with a \$7.50 cap on dispensing fees for employees covered by this Agreement who have completed their probationary period. The benefit will provide for coverage for hearing aids of \$400 per five years.

The Employer agrees to contribute one hundred percent (100%) of the billed single/family rate, whichever is applicable, for eligible employees who participate in the plan.

Drug Card:

- Add a drug card
- Positive enrolment
- \$1.00 co-payment per prescription
- Amend as necessary to cover prescription drugs which by law must be prescribed by a licensed physician
- Generic substitution unless specifically prescribed otherwise by the doctor
- Eliminate semi-private coverage
- Add a cap on the dispensing fee of \$7.50 per script
- No annual deductible or lifetime maximum for drugs

23.04 Vision Care

Effective the first full pay period following the date of the award, the Employer agrees to incorporate a vision care rider into the Extended Health Care Plan providing for two hundred and seventy-five dollars (\$275.00) benefit every twenty-four (24) months.

23.05 Dental

The Employer agrees to provide a Dental Plan (equivalent to Blue Cross #9 Plan), based on a one-year lag of the O.D.A. fee schedule. The Employer agrees to pay fifty percent (50%) of the billed premium for eligible participating employees, provided that the participating employee pays the remaining fifty percent (50%) of the billed premium through payroll deductions.

23.06

- a) The Employer shall provide to each person a copy of the current information booklets for those benefits provided under this Article.
- b) It is clearly understood that the Employer's obligation pursuant to this Collective Agreement is to provide the insurance coverage bargained for. Any problem with respect to the insurer acknowledging or honouring any claims is a matter between the employee and the insurer.
- c) The Employer will notify the Union if it intends to change the Insurance Carrier.

23.07

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

- a) Meet with the employee, with a Union Steward if he/she desires, to review the issue and receive pertinent information about the dispute;
- b) Investigate the matter with the Insurance provider in order to establish the facts related to the dispute;
- c) Where the facts indicate the employee's entitlement to benefit coverage or that payment is justified, relative to the terms of the contract with the Insurance provider, the Employer shall advocate on the employee's behalf to ensure that the terms of the contract are properly applied;
- d) Meet with the employee to review the outcome of the investigation and the rationale for the decision made.

23.08

The Nursing Homes and Related Industries Pension Plan

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

- a) "Plan" means the Nursing Homes and Related Industries Pension Plan, being a multi-Employer plan.

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.

Such information shall be provided only on enrolment of an employee or with the monthly remittances.

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

For further specificity, the items required for each eligible employee are:

- (i) To be provided once only at plan commencement:

- Date of hire
- Date of birth
- Date of first remittance
- Seniority list (for purposes of calculations past service credit)

- (ii) To be provided with each remittance:

- Name
- Social insurance number Monthly remittance Pensionable earnings

- (iii) To be provided once, and if status changes:

- Address as provided to the home
- Termination date when applicable

- (iv) To be provided once, if they are readily available:

- Gender
- Marital status

- b) Each eligible employee covered by this Collective Agreement shall contribute from each pay period an amount equal to four (4.0%) of applicable wages to the plan. The Employer shall match such contributions, the amount being four (4.0%) of applicable wages.

23.09 All benefits provided for shall include same sex benefits.

ARTICLE 24 – SICK LEAVE

24.01

- a) The Employer agrees to pay one hundred percent (100%) of the premium for a Weekly Indemnity Plan to provide benefits on a 1-4-17 basis at sixty-six and two thirds percent (66 2/3%) of normal earnings. Weekly Indemnity payments shall begin on the first (1st) day of hospitalization or accident or the fourth (4th) day of illness for a maximum period of seventeen (17) weeks.
- b) Weekly Indemnity cheques shall be mailed directly to the employee's Home.
- c) The Employer may ask an employee to provide evidence that is reasonable in the circumstance, that they are eligible to take paid sick leave. The Employer will reimburse the employee for any cost associated with providing such evidence.

24.02 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.

24.03 Sick Days

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

Full-time employees are entitled to the following sick days:

Effective January 1, 2016 =six (6) sick day's leave per calendar year with pay

Unused sick days will not be carried over from one year to the next; sick leave is non-accumulative.

The Employer reserves the right to manage employees' attendance, and reserves the right to require doctor's notes at the expense of the employee.

ARTICLE 25 – COMPENSATION

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

25.02 Retroactivity

Retroactive payment is to be made and a draft collective agreement forwarded to the Union spokesperson from the Employer within sixty (60) days from the date the Employer receives an arbitration award or written notice of ratification from the Union. The Employer shall notify former employees of their wage entitlement as provided in this award at their last known address on record with the Employer.

They will have thirty (30) days from the date of the notice within which to claim retroactivity and thereafter, the Employer will have no further obligation to make such payments.

25.03 Temporary Transfers

- a) When an employee is assigned by the Employer to temporarily perform the duties and assume the responsibilities of a lower paying position in the bargaining unit, she shall continue to be paid her current rate of pay corresponding to the position held immediately prior to such assignment from the commencement of the assignment and for the duration of such temporary assignment.
- b) When an employee is assigned by the Employer to temporarily perform the duties and/ or assume the responsibilities of a higher paying position in the bargaining unit, she shall be paid at the rate for the position that is immediately above her current rate.

25.04 New Classification

When a new classification (which is covered by the terms of this agreement) is established by the Home, and is not covered by Schedule A, the rate of pay shall be agreed upon by the parties and added to this agreement. If an appropriate rate is not agreed following discussion between the parties, the matter may be referred to arbitration as provided for in this agreement.

25.05 Wage Progression

Subject to Article 13.09, employees within their position classification will progress from the “start rate” on the basis of years of service in the classification. Part time will accrue service on the basis of 1800 hours paid equal’s one year.

Time paid during an employee’s probationary period will be included for purposes of wage progression.

ARTICLE 26 – GENERAL CONDITIONS

26.01 Bulletin Board

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.

26.02 Facilities for Staff Use

The Employer agrees to provide a safe and clean area for staff breaks and lunch periods. Lockers and storage space shall be provided for employees to leave their clothing or belongings in during working hours.

26.03 Copies of Agreement

The Union and the Employer desire every employee to be familiar with the provisions of this Agreement and her rights and duties under it. The Union will prepare the draft Collective Agreement for review within sixty (60) days of receiving the arbitration award or written notice of ratification. The Employer and the Union will share equally the cost of printing the collective agreement. Both parties will approve the printing cost quotation.

ARTICLE 27 – PAY DAYS

27.01 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. It is understood that the time required for processing a payroll and / or banking holidays may result in pay day being Friday at Easter, Christmas / New Year’s and July 1st.

27.02 Employees will be paid by direct deposit system. Pay stubs will be provided in personalized sealed envelopes.

27.03 Errors on Pay Cheques

- a) In the event of an error on an employee's pay, the correction will be made in the pay period following the date on which the underpayment comes to the Employer's attention.
- b) If an Employer or bank error results in an employee being underpaid by one (1) day's pay or more, the Employer will provide payment for the shortfall within three (3) business days from the date it is notified of the error.
- 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.

27.04

- a) Upon termination, the employee will be paid her final pay and her vacation pay on the next pay period following termination.
- b) Employees will endeavour to give a minimum of two (2) weeks' notice of termination of employment.

ARTICLE 28 – DISCIPLINE, DISCHARGE AND PERSONNEL FILES

28.01 No employee who has passed her probationary period shall be disciplined except for just cause.

28.02 Where management or its designate intends to interview any employee for disciplinary purposes, the employee shall be notified in advance of the purpose of the interview in order that the employee may contact his/her Union Representative or Steward to be present at the interview. The Employer may suspend the employee with pay, pending the interview, in an emergency. The unavailability of a Union Representative or Steward shall not delay the meeting more than seventy-two (72) hours. The Employer may designate a Union Representative or Steward to attend if that becomes necessary to meet the 72-hour limit.

28.03 Adverse Report

The Employer shall notify an employee in writing of any expression of dissatisfaction concerning his/her work within ten (10) working days of the event of the complaint, with copies to the Union. This notice shall include particulars of the work performance, which led to such dissatisfaction. If this procedure is not followed, such expression of dissatisfaction shall not become part of his/her record for use against him/her in regard to discharge, discipline, promotion, demotion, or other related matters. This Article shall be applicable to any complaint or accusation, which may be detrimental to an employee's advancement or standing with the Employer whether or not it relates to his/her work. The employee's reply to such complaint, accusation or expression of dissatisfaction shall become part of his/her record.

28.04 Clearing of Personnel File

- a) Except as provided in Article 28.04 (b), all disciplinary records, letters of reprimand and suspensions, shall be removed from an employee's personnel file if no other discipline is imposed against the employee for a period of eighteen (18) months from the date of discipline.
- b) In the case of incidents involving resident abuse, the record will remain on the employee's personnel file for a period of thirty-six months (36) from the date of discipline.

28.05 Having provided a written request to the Department Manager at least one (1) working day in advance, an employee shall be entitled to view her personnel file for the purpose of reviewing any evaluations or formal disciplinary notations contained therein in the presence of the Department Manager or her designate, at a mutually satisfactory time. It is understood and agreed that an employee is not entitled to see job references.

ARTICLE 29 – TERM

29.01 This Agreement shall be in force and effect from May 2, 2017, until May 1, 2020, 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.

29.02 In the event of such notification being given as to amendment of the Agreement, negotiations between the parties shall begin at a time mutually agreed to by the parties.

DATED this 11 day of March, ²⁰²¹ ~~2020~~. *WIK*

ON BEHALF OF THE EMPLOYER

Paul G.
Sanonben
Nicole Fulford

ON BEHALF OF THE UNION

James Walker
Will Kelly
M. Bennett

SCHEDULE A – WAGE GRID

CUPE 503 AND FOREST HILL NURSING HOME						
Job Classification	Expired rate	02-May-17	02-May-18	17-Jan-19	02-May-19	02-May-19
		1.40%	1.40%			1.40%
NA						
Start	\$17.91	\$18.16	\$18.41			\$18.67
3 Months	\$18.52	\$18.78	\$19.04			\$19.31
1 Year	\$19.16	\$19.43	\$19.70			\$19.98
2 Years	\$19.75	\$20.03	\$20.31			\$20.59
HCA						
Start	\$18.14	\$18.39	\$18.65			\$18.91
3 Months	\$18.75	\$19.01	\$19.28			\$19.55
1 Year	\$19.36	\$19.63	\$19.91			\$20.18
2 Years	\$20.01	\$20.29	\$20.57			\$20.86
Aide				plus 0.45\$	plus 0.45\$	
Start	\$15.98	\$16.20	\$16.43	\$16.88	\$17.33	\$17.57
3 Months	\$16.62	\$16.85	\$17.09	\$17.54	\$17.99	\$18.24
1 Year	\$17.27	\$17.51	\$17.76	\$18.21	\$18.66	\$18.92
2 Years	\$17.89	\$18.14	\$18.39	\$18.84	\$19.29	\$19.56
Cook						
Start	\$18.35	\$18.61	\$18.87			\$19.13
3 Months	\$18.96	\$19.23	\$19.50			\$19.77
1 Year	\$19.58	\$19.85	\$20.13			\$20.41
2 Years	\$20.23	\$20.51	\$20.80			\$21.09

Increases to wages shall be retroactive to May 2, 2017. All payments to be made within 30 days of this award.

SCHEDULE "A"

1. Employees of OMNI Homes who were hired at Forest Hill within the first three month period will maintain the seniority they accrued with OMNI and will be red circled for any superior wages, vacation level or pension.
2. Commencing on ratification, employees who work on a Dementia Care unit and have completed their probationary period, as well as successful completion of dementia care training as deemed sufficient by the Employer, shall receive a premium of twenty-five cents (\$0.25) for all hours worked on the 1st and 2nd Dementia Care floors.
3. Effective on the completion of probation, part time employees shall receive six per cent (6%) per hour worked in lieu of all benefits. In lieu payments shall not be considered part of the employee's regular rate of pay.

IN WITNESS WHEREOF each of the parties hereto has caused this agreement to be signed by its duly authorized representatives this 11 day of March, 2020.

Raw
2.02/WK

ON BEHALF OF THE EMPLOYER

[Signature]
Nicole Feffer

ON BEHALF OF THE UNION

[Signature]
W. Kelly
[Signature]

LETTER OF UNDERSTANDING

between

OMNI Forest Hill Nursing Home

and

CUPE Local 503

Violence Against Women

The parties note the rising incidence of violence or abuse, notable violence against women and how this may affect the employees' attendance at work.

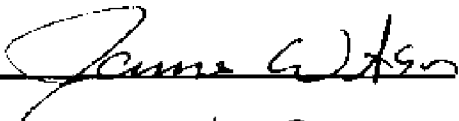
The Company agrees that where an employee is seeking assistance and where there is adequate verification from recognized professionals (doctor, lawyer, professional counselor, etc.) provided to the Company, an employee who is subject to abuse or violence will not be disciplined for attendance issues without first giving full consideration to the circumstances surrounding the incident. Such information will be treated in a confidential manner by the Company and the Union unless required by law to be produced.

DATED this 11 day of March, ²⁰²¹ ~~2020~~. ^{Raw} ^{WK}

ON BEHALF OF THE EMPLOYER

ON BEHALF OF THE UNION

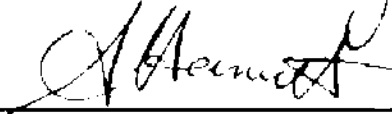




Susan Bell

Will Kelly

Nicole Felford



:gr/cope 491
March 4, 2020

LETTER OF UNDERSTANDING

between

OMNI Forest Hill Nursing Home

and

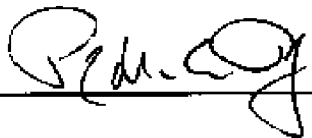
CUPE Local 503

CMI Results

Recognizing the mutual objective of quality care, the Employer agrees to meet with the Union through the Labour Management Committee, as soon as practical after the Employer is aware of the impact of any change in the CMI may have on the members of the bargaining unit. The purpose of this meeting will be to discuss the impact and consider all alternatives before final decisions are made. The Employer agrees to provide the Union Representatives with staffing levels, and staffing mix information and the impact of the CMI on staffing levels.

DATED this 11 day of March ²⁰²¹ ~~2020~~ ^{KW} WK

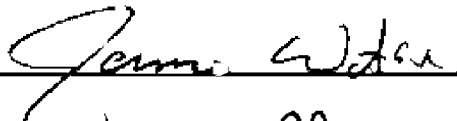
ON BEHALF OF THE EMPLOYER



Simon Ben

Nicole Fullford

ON BEHALF OF THE UNION



Will Kelley

Affanuit

LETTER OF UNDERSTANDING

between

OMNI Forest Hill Nursing Home

and

CUPE Local 503

Paid Holidays as Lieu Days

The parties agree to a letter of understanding from the date of ratification, to include the following provisions:

The Employer agrees to extend the option to all full-time employees to be permitted to receive paid holidays, up to a maximum of six (6) days per calendar year, as defined in Article 21, as days off with pay. With specific reference to Article 21.06, an employee who works the holiday has the option of either: (a) receiving pay at two and a half times (2.5x) her regular hourly rate; or (b) receiving pay at time and a half (1.5x) her regular hourly rate in addition to taking a paid lieu day as provided for herein. Such days off must be taken within sixty (60) days of the said holiday. The employee will be required to provide the Department Manager with at least two (2) weeks' written notice of their intent to utilize their banked holiday. Once the Employer receives the request, he/she shall respond within two (2) business days. The day off will be determined by mutual agreement between the employee and the Employer. If no such mutual agreement can be achieved, the lieu day will be paid out. Within the 60-day period, any unused paid holiday portion will be paid out on the pay period following the end of the 60-day period.

DATED this 11 day of March, ~~2020~~ ²⁰²¹ Wk

ON BEHALF OF THE EMPLOYER

[Signature]
[Signature]
Nicole Fieldford

ON BEHALF OF THE UNION

[Signature]
Will Kelly
[Signature]

LETTER OF UNDERSTANDING

between

OMNI Forest Hill Nursing Home

and

CUPE Local 503

12 Hour Rotations for Cook Shifts

The parties have agreed to implement 12 hour rotations for cook shifts in the Nutritional Care Department.

The parties have agreed that the normal daily hours of work shall be 11.25 consecutive hours in any 24-hour period, exclusive of a total of forty-five (45) minutes of unpaid meal time. The parties agree that individuals scheduled for a 12 hours shift shall be entitled to relief periods during the shift of a total of thirty (30) minutes (2 periods x 15 minutes each).

Re: Article 17.02 of the Collective Agreement:

- The parties agree that Cooks will not be scheduled for more than three (3) consecutive 12 hour shifts

Re: Article 18.01 of the Collective Agreement:

- The parties agree that only the hours worked in excess of 11.25 hours in any 24- hour period shall be subject to overtime pay at time and one half.
- The parties further agree that only the hours worked in excess of 78.75 hours per pay period shall be subject to overtime pay at time and one half.

Re: Article 18.02 of the Collective Agreement:

- The parties agree that shift premiums for 12 hour scheduled Cook shifts shall be applicable in accordance with this Article for hours worked between 1500 hrs. and 0700 hrs. of the next day.

The parties agree that the hours to be paid at the cook rate shall be:

- 11.25 hours for the 0700 – 1900 shift
- 3.75 hours for the hours 0600 – 0945

The parties have agreed to continue the 12 hour cook shifts indefinitely.

DATED this 11 day of March ²⁰²¹ ~~2020~~

ON BEHALF OF THE EMPLOYER

[Signature]

ON BEHALF OF THE UNION

[Signature]
[Signature]
[Signature]

LETTER OF UNDERSTANDING

between

OMNI Forest Hill Nursing Home

and

CUPE Local 503

Banked Overtime

The parties agree to a letter of understanding to include the following provisions:

Employees will be able to bank overtime on an hour for hour basis up to a maximum of thirty-seven and one-half (37.5) hours banked time. The employee must notify the Employer in writing, of their request to use banked time prior to the posting of the next schedule. If banked time is not used by the last pay period in June of each year, it will be paid out by separate cheque less statutory deductions.

DATED this 11 day of March, ²⁰²¹~~2020~~. *WK*

ON BEHALF OF THE EMPLOYER

ON BEHALF OF THE UNION

[Signature]

[Signature]

[Signature]

[Signature]

[Signature]

[Signature]

:gr/cope 491
March 4, 2020

LETTER OF UNDERSTANDING

between

OMNI Forest Hill Nursing Home

and

CUPE Local 503

Christmas and New Years Scheduling

The parties agree to suspend the Christmas and New Years scheduling provisions under Article 21.07 during the life of this agreement and apply the following:

1. An employee's regular schedule will continue through the Christmas period and will only be changed if the Employee submits a request to take days off from their regular schedule or if the Employee indicates that she is available and willing to work additional shifts or an overtime situation.
2. Employees wishing to take any days off between December 15th and January 10th will put in their request by October 31st of any given year.
3. Employees can use banked stat holidays (including stat holidays to be earned in the upcoming Christmas/New Years season), lieu days or vacation to request time off.
4. Employees who wish to work additional shifts and/or wish to be considered for overtime or premium pay employment opportunities will submit their availability for the holiday period by October 31st of any given year.
5. Employees may request up to five (5) consecutive days off.
6. Employees will be granted their requests in order of seniority as operationally feasible.
7. Employees who were granted Christmas and Boxing Day off in the previous year, will only be considered for Christmas and/or Boxing Day off in the upcoming year after all other requests for leave on those days have been considered.

The parties will meet in January or February after the first Christmas holiday period using the revised scheduling procedure to discuss the successes and or failures of the new scheduling procedure.

The parties have the power to mutually agree in writing to changes to this letter of understanding and to the Christmas/New Year's scheduling procedure as necessary to resolve any perceived shortcomings in the process.

DATED this 11 day of March, ²⁰²¹~~2020~~ ^{WK}

ON BEHALF OF THE EMPLOYER



Simon Ben

Nicole Pelford

ON BEHALF OF THE UNION



Will Kelly