

COLLECTIVE AGREEMENT

between

**HCN-REVERA LESSEE
(VALLEY STREAM MANOR) GP Inc.**
(Hereinafter referred to as the "Employer")

and

**THE CANADIAN UNION OF PUBLIC EMPLOYEES
AND ITS LOCAL 4000-10**
(Hereinafter referred to as the "Union")



January 1, 2018 to December 31, 2019

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PREAMBLE

Whereas it is the desire of both parties to this Agreement:

- 1) To maintain and improve the harmonious relations and settled conditions of employment between the Employer and the Union.
- 2) To recognize the mutual value of joint discussions and negotiations in all matters pertaining to working conditions, employment, services, etc.
- 3) To encourage efficiency in operation.
- 4) To promote the morale, well-being and security of all the employees in the bargaining unit of the Union.
- 5) Both parties agree to act in a fair and reasonable manner.
- 6) To provide compassionate care for the residents to meet their needs in a safe and comfortable environment treating them with respect and dignity.

AND WHEREAS it is now desirable that methods of bargaining and all matters pertaining to the working conditions of the employees be drawn up in an Agreement;

NOW THEREFORE, THE PARTIES AGREE AS FOLLOWS:

ARTICLE 1 - MANAGEMENT RIGHTS

1.01 Management Rights

Except where specifically restricted by the terms of this Agreement, it is the exclusive right and function of the Employer to manage and direct its operations and affairs in all respects and without limiting or restricting this right and function:

- a) To maintain order, discipline and efficiency and to make, alter and enforce reasonable rules and regulation to be observed by the employees;
- b) To hire, lay-off, direct, promote, demote, transfer, discipline, suspend or otherwise discharge employees, provided that a claim by an employee that she has been discharged without just cause, may be subject of a grievance and dealt with as hereinafter provided;
- c) The question of whether one of the above rights is modified or limited by this Agreement may be decided through the grievance and arbitration procedure.

1.02 No Discrimination

The Employer and the Union agree that all Employees will be protected against discrimination respecting their human rights and employment in all matters including age, race, colour, religion, creed, sex, sexual orientation, pregnancy, physical disability, mental disability, illness or disease, ethnic, or national or aboriginal origin, family status, marital status, source of income, political belief, affiliation or activity, membership in a professional association, business or trade association, Employers' organization or Employees' organization, physical appearance, residence, or the association with others similarly protected or any other prohibition of the Human Rights Code.

ARTICLE 2 - RECOGNITION

2.01 Bargaining Unit

The HCN-Revera Lessee (Valley Stream Manor) GP Inc. recognizes the Canadian Union of Public Employees and its Local 4000 as the sole and exclusive bargaining agent for all service, trades, office and clerical employees of HCN-Revera Lessee (Valley Stream Manor) GP Inc., save and except: supervisors, persons above the rank of supervisor; students,

and students employed during the school vacation period; and employees covered by other Collective Agreements. For clarity, the parties agree that the following classifications belong in the above described bargaining unit: Nutritional Manager; Registered Dietician; Dietary Aide; Maintenance Aide; Marketing Employees; Dining Room Assistant Supervisor/Service Assistant Supervisor; Service Coordinator; Social Worker; Physiotherapist; Recreation Therapist; Hair Care Team Leaders; Admission Coordinator; Care Coordinator; Activity Aide; Bus Driver.

2.02 Work of the Bargaining Unit

Persons whose jobs are not in the bargaining unit shall not work in any jobs which are included in the bargaining unit, except:

- a) In cases of emergency
- b) When instructing other employees
- c) When performing experimental work

Nothing in this Article shall prevent relative of Residents from attending, on a voluntary basis, the Resident to who they are related.

The Union agrees to consider requests for exclusions from this Article for persons who are performing community service on a voluntary basis. Such requests will not be unreasonable denied.

The Union agrees to exclude from this provision persons hired directly by Residents to provide private duty nursing care provided that such arrangements do not cause the loss of any bargaining unit position or the reduction in hours of any bargaining unit positions.

Working Manager, Jason Besau, Environmental Services, Cathy Stanistreet, Reception, Sarah Armstrong, Recreation, and Catherine Brown, Assistant Director of Care, may continue to perform bargaining unit work up to the same number of hours per week that they were performing as of July 27, 2015, and this will not be considered a violation of this Article. This arrangement can continue until such time as they leave the position, at which time those hours will only be performed by members of the bargaining unit in accordance with this Article.

2.03 No Other Agreements

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

2.04 No Contracting-Out

The Employer will not contract out any work of the bargaining unit to the extent that such contracting-out results in the lay-off or reduces the regular hours of work of any regular employee in the bargaining unit.

2.05 Representatives of Canadian Union

The Union shall have the right at any time to have the assistance of representatives of the Canadian Union of Public Employees or any other advisors when dealing or negotiating with the Employer. Such representatives(s)/ advisor(s) shall have access to the Employer's premises in order to deal with any matters arising out of this Collective Agreement.

2.06 Definition of Employee

- a) Employee as used in this agreement shall mean those employees described being in the bargaining unit as set forth in Article 2.01 above.
- b) A "full-time" employee shall be deemed to be an employee who regularly works more than twenty-nine (29) hours per week and who makes a commitment to be available on a pre-scheduled basis as required and in respect of whom there is advance scheduling.
- c) A "regular part-time" employee shall be deemed to be an employee who is regularly scheduled to work not more than twenty-nine (29) hours per week, who makes a commitment to be available on a pre-scheduled basis as required, and in respect of whom there is advance scheduling.
- d) Casual Employees have no regular schedule and are called in as needed.

ARTICLE 3 - NO STRIKES/NO LOCKOUTS

3.01 No Strikes and Lockouts

In view of the orderly procedures established by this agreement for the settling of disputes and the handling of grievances, the Union agrees that, during the life of this agreement, there will be no strike, and the Employer agrees that there will be no lockout, in accordance with Provincial Government Laws (including the Hospital Labour Disputes Arbitration Act HLDAA) and Regulations.

ARTICLE 4 - HARASSMENT

4.01 Personal Harassment

Personal harassment shall be defined as: any behaviour which denies and/ or undermines individuals their health, dignity and respect, and that is offensive, embarrassing and humiliating to said individual, therefore, personal harassment of another employee in carrying out the duties or in the provision of his/her services in any form and at any level, whether it be colleague to colleague, supervisor to subordinate, or subordinate to supervisor, constitutes a disciplinary infraction. Personal harassment shall include within its meaning sexual harassment.

The Employer endorses the right of every employee to work in an environment free from harassment and employees are free to pursue all avenues in the Employer's policy and the Collective Agreement, including the grievance procedure, for resolving complaints of harassment that may arise.

4.02 Sexual Harassment

1. Definition: Sexual harassment shall be defined as any sexually oriented practice that undermines an employee's health, job performance, or workplace relationships or endangers an employee's employment status or potential. Sexual harassment shall include, but not be limited to:
 - 1) Unnecessary touching or patting;
 - 2) Suggestive remarks or other verbal abuse;
 - 3) Leering at a person's body;
 - 4) Compromising invitations;
 - 5) Demands for sexual favours;
 - 6) Physical assault.
2. The Employer agrees to develop in consultation with the Union, a policy against sexual harassment and make all management personnel and employees aware that violations of the policy shall be subject to disciplinary action. The Employer also agrees to include the subject of sexual harassment in staff or management training sessions.
3. Cases of sexual harassment shall be considered as discrimination and shall be eligible to be processed as grievances.
4. 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.

5. No information relating to the grievor's personal background, life style or mode of dress will be admissible during the grievance or arbitration process.
6. The Employer recognizes the principle that it is her responsibility to maintain a discrimination-free workplace.

ARTICLE 5 - UNION SECURITY AND CHECK-OFF

5.01 Union Security

All employees of the Employer referenced in Article 2.01, 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. The Employer shall deduct from every employee any dues, initiation fees, or assessments levied by the Union on its members.

5.02 Deductions

The Employer shall deduct from each pay of each bargaining unit employee on a bi-weekly basis dues or assessments to the amount indicated by the Union, and remit such dues or assessments to the Secretary-Treasurer of the Local Union no later than the fifteenth (15th) day of the month following such dues or assessments being deducted.

Payment to the Union shall be accompanied by a hard copy statement listing the employee's name, LOA's, the amount deducted for Union dues or assessments for each employee, and the pay period for which the dues have been deducted. No later than ninety (90) days following the date this Collective Agreement comes into effect, the hard copy statement shall also include the following information: hourly wage rate, hours worked during the pay period (detailing overtime and regular), job class title, status (i.e. full-time, regular part-time, casual), temporary or permanent and department number.

Notice of any change in the amount of Union dues or assessments will be provided in writing by the Union to the Employer at least one month prior to the commencement of the pay period in which the new rate is to be implemented.

5.03 New Employees

It is mutually agreed that a Union representative shall be given the opportunity of interviewing each new employee for fifteen (15) minutes once between the end of the orientation period and the completion of probation for the purpose of informing such employee of the existence of the Union in the Residence and presenting such employee with a copy of the Union Agreement.

5.04 T4 Slips

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

ARTICLE 6 - CORRESPONDENCE

6.01 Correspondence

All correspondence between the parties, arising out of this Agreement or incidental thereto shall pass to and from the Executive Director or his/her designate and the Secretary of the Union with a copy sent to the Local President, National Representative of the Union and the Director of Labour Relations of the Employer or his/her designate.

ARTICLE 7 - UNION - MANAGEMENT RELATIONS

7.01

a) Representation

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 and Committee Members

Union officers 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, participation in

negotiations and arbitration. 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, including work performed on various committees, shall be considered as time worked.

7.02 Bargaining Committee

A Bargaining Committee shall be appointed and consist of not more than four (4) members of the Employer, as appointees of the Employer, and not more than four (4) members of the Union as appointees of the Union. The Union will advise the Employer in writing of the Union nominees to the Committee; however the number of members on the committee shall not exceed three (3) employees of the home.

Bargaining 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: attendance at meetings with the Employer, participation in negotiations and arbitration. 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 the above shall be considered as time worked. The bargaining Committee shall have the right to attend negotiation meetings held within the employees working hours without loss of remuneration.

7.03 Union - Management Committee

The parties hereby agree to appoint a joint Labour Management Committee of two (2) employees appointed by the Union and two (2) members appointed by the Employer who shall meet to discuss and if possible provide understanding of points of mutual interest between the parties; it being understood that such Committee shall have no right to usurp the power of the negotiation or grievance committee. The committees shall meet from time to time as agreed between the parties and all matters for discussion shall be submitted to the Administrator of the Home previous to each meeting to be placed on the agenda. By mutual agreement of the parties, the number of representatives on the Labour Management Committee may be increased. Employees shall not suffer any loss of pay for time spent with this Committee.

ARTICLE 8 - GRIEVANCE PROCEDURE

8.01 Recognition of Union Stewards and Grievance Committee

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

8.02 Names of Stewards

The Union shall notify the Employer in writing of the name of each Steward before the Employer shall be required to recognize her. The employer agrees that Stewards shall not be hindered, coerced, restrained or interfered with in the performance of their duties while investigating disputes and presenting adjustments as provided for in this Article.

8.03 Grievance Committee

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

8.04 Permission to Leave Work

The Employer agrees that Stewards and/or the grievance committee shall not be hindered, coerced, restrained or interfered with in any way in the performance of their duties, while investigating disputes and presenting adjustments as provided in this article.

Union officers 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, participation in negotiations and arbitration.

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, including work performed on various committees, will not result in loss of pay.

8.05 Definition of Grievance

A grievance shall be defined as any difference arising out of the interpretation, application, administration, or alleged violation of the Collective Agreement or a case where the Employer has acted unjustly, improperly or unreasonably.

8.06 Settling of Grievance

It is the mutual desire of the parties hereto that complaints of employees shall be adjusted as quickly as possible.

No employee shall file a grievance until she has first given her immediate supervisor the opportunity of adjusting her complaint. The complaint must be addressed with the Supervisor within five (5) working days of the issue giving rise to the complaint. If the complaint is not satisfactorily resolved within five (5) working days after the employee has addressed their complaint with the immediate supervisor, the complaint may be taken up as a grievance in the following manner:

Step 1

Failing satisfactory settlement within five (5) working days after the concern was submitted under the Complaint step, the employee will submit to the Department Head a written statement of the particulars of the grievance and the redress sought. The Department Head shall render his/her decision within five (5) working days after receipt of such notice.

Step 2

Failing settlement being reached in Step 1, the Grievance Committee will submit the written grievance to the Chief Administrative Officer, who shall render his/her decision within five (5) working days after receipt of such notice.

Step 3

Failing a satisfactory settlement being reached in Step 2, the Union may refer the dispute to arbitration.

8.07 Mediation

By mutual consent, the parties may agree to use the services of a mediator. The parties agree to share the costs of the mediation.

8.08 Policy Grievance

Where a dispute involving a question of general application or interpretation occurs, or where a group of employees or the Union has a grievance, Steps 1 and 2 of this Article may be by-passed.

8.09 Union May Institute Grievance

The Union and its Representatives shall have the right to originate a grievance on behalf of an employee, or group of employees and to seek adjustment with the Employer in the manner provided in the Grievance Procedure. Such a grievance shall commence at Step 2.

8.10 Deviation from Grievance Procedure

After a grievance has been initiated by the Union, the Employer's representative shall not enter into discussion or negotiation with respect to the grievance, either directly or indirectly with the aggrieved employees, without the consent of the Union. Violation of this section shall result in the grievance being allowed.

8.11 Replies in Writing

Replies to grievances stating reasons shall be in writing at all stages.

8.12 Meeting Rooms for Grievances

In order to facilitate an orderly and confidential investigation of grievances, the Employer shall make available the temporary use of a private office or similar facility. The Employer shall also supply the necessary facilities for the grievance meetings.

8.13 Extension of Time Limits

It is agreed and understood that any of the timelines under Article 8.06 may be extended by the mutual agreement of the parties.

8.14 Referral to Arbitration

If arbitration of any grievance is to be invoked, the request shall be made by either party within thirty (30) working days after the dates of the reply at Step 2.

8.15 Definition of Working Days

"Working day" as used in the Grievance and Arbitration procedure shall mean a day other than Saturday, Sunday or a recognized holiday.

ARTICLE 9 - ARBITRATION

9.01 Referral to Arbitration

It is agreed by the parties hereto that any difference of opinion relating to the interpretation, application or administration of this Agreement which cannot be settled after exhausting the Grievance Procedure shall be settled by arbitration. A Notice of Intent to arbitrate shall be forwarded to the other party within the time limits set out in Article 8.14 and such notice shall contain the name of the Union's nominee to the Arbitration Board. Within five (5) working days from the receipt of the Notice of Intent to Arbitrate, the other party must in turn name their nominee. A third person to act as Chairman shall be appointed by the respective nominee. Should either party fail to name their nominee within five (5) working days or should the nominees fail to appoint a Chairperson within ten (10) working days from the date of their appointment, either party or their nominee shall request the Office of Arbitration, Ontario Ministry of Labour, to make the appropriate appointment.

9.02 Payment for Board of Arbitration

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

9.03 Powers of the Board

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

9.04 Decision of the Board

The Arbitration Board shall hear and determine the matter and shall issue a decision which shall be in writing and contain the reasons for the decision.

The decision of the majority shall be the decision of the Arbitration Board, but if there is no majority decision, the decision of the Chairperson will govern.

9.05 Time limits

The time limits mentioned in this Article and in the preceding Article may be extended by mutual agreement of the parties. A failure to comply with any of these time limits may be relieved by the Board of Arbitration.

9.06 Single Arbitrator

The Employer and the Union agree that by mutual written agreement of the parties, a Sole Arbitrator may be substituted for a Board of Arbitration. The appointment and jurisdiction of the Arbitrator shall conform to the provisions of this Article. Each party shall pay one-half (½) of the fees and expenses of the arbitrator and any costs of the place of hearing of such arbitration if and when the necessity arises.

ARTICLE 10 - DISCHARGE, SUSPENSION AND DISCIPLINE

10.01 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 regards 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. The record of an employee shall not be used against her/him at any time after fifteen (15) months following a suspension or disciplinary action, including letters of reprimand or any adverse reports.

10.02 Clearing the File

The record of an employee shall not be used against him/her at any time after fifteen (15) months following a suspension or disciplinary action, including letters of reprimand or any adverse reports.

10.03 Discipline Notices

Whenever the Employer or a representative of the Employer deems it necessary to censure an employee in a manner indicating that dismissal may follow any repetition of the act complained of or omission referred to, or that dismissal may follow if such employee fails to bring her work up to a required standard, the Employer shall, within five (5) days thereafter, give written particulars of such censure to the Secretary of the Union, with a copy to the employee involved.

10.04 Discharge Procedure

When an employee is discharged or suspended, the employee and the Union shall be advised promptly in writing by the Employer as to the reason for such discharge or suspension.

10.05 May Omit Grievance Steps

An employee considered by the Union to be wrongfully or unjustly discharged or suspended shall be entitled to a hearing under Article 8, Grievance Procedure. Steps 1 and 2 of the Grievance Procedure shall be omitted in such cases.

10.06 Unjust Suspension or Discharge

Should it be found that an employee has been unjustly suspended or discharged, such employee shall be immediately reinstated in her former position, without loss of seniority, and shall be compensated for all time lost in an amount equal to her normal earnings during the pay period next preceding such discharge or suspension, or by any other arrangement which is just and equitable in the opinion of the parties or in the opinion of a Board of Arbitration, if the matter is referred to such a Board.

10.07 Access to Personnel File

An employee shall have the right during normal business hours of the administration office to have access to have a copy of and review his/her personnel file within forty-eight (48) hours of such request. The employee is entitled to receive a copy of the file if requested. An employee shall have the right to respond in writing to any document contained therein. Such reply shall become part of the permanent record.

ARTICLE 11 - SENIORITY

11.01 Seniority Defined

For full-time employees, seniority is defined as the length of service in the bargaining unit since the last date of hire. For part-time employees, a year's seniority shall be calculated on the basis of 1800 hours paid.

Notwithstanding the above, a part-time employee cannot accrue more than one year's seniority in a twelve (12) month period.

11.02 Seniority List

The Employer shall maintain separate seniority lists for full-time and part-time employees showing the date upon which each employee's service commenced. An up-to-date seniority list shall be sent to the Union and posted on the main bulletin board in January and June of each year. An employee's name shall not be placed on the seniority list until she has completed her probationary period as outlined in Article 11.03. For the purpose of this Article, time away from work that is protected under the E.S.A. or the Human Rights Code shall be deemed to be hours paid.

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

All seniority, vacation and other credits obtained under this Agreement shall be retained and transferred with the employee when reclassified.

11.03 Probationary Employees

Employees shall serve a probationary period of 450 hours worked. The parties acknowledge that the probationary period affords the Employer an opportunity to assess the employee. More specifically, the parties agree that the Employer shall have the right to release a probationary employee who is unsuitable because of conduct, quality of work, attendance, suitability for the position, inability to work with other employees, or any other work related reason.

11.04 Loss of Seniority

An employee shall not lose seniority rights if she is absent from work because of sickness, accident, lay-off, or leave of absence approved by the

Employer. Seniority shall terminate and an employee shall cease to be employed by the Employer when she:

- a) voluntarily quits her employment.
- b) is discharged for just cause and not reinstated through the grievance or arbitration procedure.
- c) is absent from work in excess of three (3) consecutive scheduled working days without reasonable cause or without notifying the Employer of her intended absence.
- d) is off the payroll or on layoff for a continuous period in excess of twenty-four (24) months.
- e) fails to notify the employer of her intention to return to work within 7 calendar days of being notified of recall by registered mail or fails to return to work within seven calendar days after being notified of recall.
- f) fails to maintain current contact information and Employer is unable to reach them by normal means for a period of 3 months.
- g) fails to return to work upon the termination of an authorized leave of absence unless through sickness or sufficient cause.
- h) utilizes a leave of absence for a purpose other than that for which it was granted.
- i) retires.

11.05 Transfers and Seniority Outside Bargaining Unit

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

In the event an employee transferred out of the bargaining unit is returned to the bargaining unit within a period of six (6) calendar months, he or she shall accumulate seniority during the period of time outside the bargaining unit.

11.06 If an employee transfers from full-time to part-time, the following method shall be used to calculate her seniority from one group to another for purposes of establishing anniversary date: one (1) year equals 1800 hours PAID.

11.07 If an employee transfers from part-time to full-time, the following method shall be used to calculate her seniority from one group to another for purposes of establishing an anniversary date: 1800 hours PAID equals one (1) year.

11.08 Transfers Between Revera Homes

Where an employee transfers from one Revera Lifestyle Communities retirement home to another Revera Lifestyle Communities retirement home, it is agreed and understood that any accrued seniority would be retained in such transfer. Any such transfer would be subject to the approval of the Employer.

ARTICLE 12 - PROMOTIONS AND STAFF CHANGES

12.01

a) **Job Postings**

When a vacancy occurs or a new position is created within the bargaining unit, which the Employer requires to be filled, within seven (7) days of the vacancy, the Employer shall post a notice on the Employer's main bulletin boards with a copy to the Union. The position shall be posted for a period of ten (10) working days so that interested employees can apply. The name of the successful applicant shall be posted on the Employer's main bulletin board. Any subsequent postings as a result of the original will be posted for five (5) days.

b) **Temporary Vacancies**

Temporary vacancies anticipated to be less than six (6) weeks duration shall not be posted, unless otherwise agreed between the Employer and the Union. The Employer will endeavour to distribute shifts as equally as possible.

c) **Temporary Job Postings**

A vacancy which occurs for more than six (6) weeks will be posted stating that the position is limited and shall indicate the estimated duration of the

limited job. In any event, the limited job shall not exceed six (6) months. Upon termination of a limited job, the employee filling the vacancy shall be returned to the classification and job location in which he/she last worked. In the event that a part-time employee is the successful applicant, the said employee shall retain his/her part-time status during the limited full-time period. An employee filling a temporary vacancy of six (6) weeks or longer duration shall not bid on any other temporary posting until the end of his/her temporary position.

d) **Successful Applicant**

The successful applicant for a permanent full-time vacancy will fill the vacancy in accordance with the effective date listed on the posting, per Article 12.02, unless there are circumstances beyond the reasonable control of the Employer.

The successful applicant for a temporary full-time vacancy will fill the vacancy in accordance with the effective date listed on the posting per Article 12.02, unless there are circumstances beyond the reasonable control of the Employer.

12.02 Information in Postings

The job posting notice shall contain the following information: nature of the position, qualifications, shift, applicable starting wage or salary rate or range, and effective start date.

12.03 Recognition of Seniority

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

12.04 Methods of Making Appointment

In making staff changes, transfers, or promotions, appointment shall be made of the senior applicant able to meet the normal requirements of the job. Appointments from within the bargaining unit shall in accordance with Article 12.03.

12.05 Trial Period

The successful applicant shall be placed on trial for a period of one hundred and fifty (150) hours. Conditional on satisfactory service, such trial promotion shall become permanent after the period one hundred and fifty

(150) hours. The trial period may be extended with mutual agreement. In the event the successful applicant proves unsatisfactory in the position during the aforementioned trial period, or if the employee finds himseagb unable to perform the duties of the position, she shall be returned to her former position and salary without loss of seniority and wage or salary. Any other employee promoted or transferred because of the rearrangement of positions shall also be returned to her former position and salary without loss of seniority and wage or salary. Any unsuccessful applicants for the original posting will then be considered in accordance with Article 12.05. If there are no unsuccessful applicants then the position would be reposted.

12.06 Union Notification

The Union shall be notified of all appointments, hirings, layoffs, recalls and terminations of employment.

Notices of such appointments shall also be posted.

The Union will be supplied a copy of each posting.

12.07 Postings while on Vacation or Leave

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

12.08 New Classification

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

If the Union disagrees with the rate, it shall have the right to request a meeting with the Employer. At such meeting, the parties will review the rate; the Employer's rationale for establishing the rate, and the reasons the Union disagrees with the rate. If the parties reach agreement, the agreement is effective as of the date on which the Employer gave the Union notice of the new rate.

When the Employer makes a substantial change in the job content of an existing classification which in reality causes such classification to become a new classification, the Employer agrees to meet with the Union if requested to permit the Union to make representation with respect to the appropriate rate of pay.

If the parties are unable to reach an agreement, either party may refer the dispute to arbitration, as provided in this agreement, provided the referral is made within fifteen (15) days of the meeting.

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

Any change awarded as a result of arbitration shall be retroactive only to the date on which the Employer gave the Union notice of the new rate.

ARTICLE 13 - LAY OFFS AND RECALLS

13.01 Lay offs, under the provisions of this Collective Agreement shall include the reduction of daily or biweekly hours of any full-time or part-time employee.

No full-time employee within the bargaining unit shall be laid off by reason of his/her duties being assigned to one or more part-time employees.

13.02 Notice of Lay Off

In the event of a proposed lay off of thirteen (13) calendar weeks or more, the Employer will:

- a) Provide affected employees with notice in accordance with the Ontario Employment Standards Act, 2000 as amended from time to time.
- b) Provide the Union with at least four (4) weeks' notice prior to its implementation. This notice is not in addition to the required notice for individual employees.
- c) meet with the Union through the Labour Management Committee to review the reasons and expected duration of the lay-off, any realignment of service or staff and its effect on employees in the Bargaining Unit.

13.03 Layoff Procedure

- a) In the event of layoff, the Employer shall lay off employees in reverse order of seniority within their classification, provided that there remain on the job employees who are able to meet the normal requirements of the job.
- b) An employee who is subject to lay-off shall have the right to either:
 - i) Accept the layoff; or
 - ii) Displace an employee who has:
 - less bargaining unit seniority in a lower or identical paying classification; and
 - who has scheduled hours less than or equal to the employee being laid off; and
 - if the employee originally subject to lay off is qualified for and can perform the duties without training other than orientation.
 - iii) An employee who wishes to exercise his or her right to displace another employee with less seniority shall advise the Employer within seven (7) days of the date of the notice of layoff issued by the Employer.
 - iv) For the purpose of the operation of clause (b) ii), laid off part-time employees shall not have the right to displace full-time employees.
 - v) In the event that an employee is laid off from the full-time bargaining unit and provided that no other full-time bargaining unit positions are available for which the employee is qualified and able to perform, the full-time bargaining unit employee shall then be allowed to displace a part-time bargaining unit employee with less seniority provided that the employee is qualified and able to do the work available.

13.04 Recall

- 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 as required by law to perform the work, and provided such opening is first posted under the job posting procedure, and has not been filled.

- b) 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 unable to perform the work available.
- c) It is the responsibility of the employee who has been laid off to notify the Employer of his/her intention to return to work within seven (7) calendar days after being notified to do so by registered mail, (which notification shall be deemed to have been received on the second date of mailing) and return to work within seven (7) calendar days after being notified. The notification shall state the job to which the employee is eligible to be recalled and the date and time at which the employee shall report for work.
- d) Employees on lay off or notice of lay off shall be given preference for temporary vacancies, which are expected to exceed twenty (20) days of work. An employee who has been recalled to such temporary vacancy shall not be required to accept such recall and may instead remain on lay off. This provision supersedes the job posting provision.

ARTICLE 14 - HOURS OF WORK

14.01 Normal Hours of Work

- a) The normal hours of work shall be seven and one-half (7½) hours per day, exclusive of an uninterrupted unpaid thirty (30) minute meal break. The normal days per week shall be five (5) days per week with a week being the period from Monday to Sunday.
- b) In no instance will any employee be required to work more than five (5) consecutive days without receiving her day off, unless otherwise mutually agreed. Nothing in this Article shall be construed as a guarantee of hours per day, or days per week.
- c) All hours not provided for in a Job Posting shall be distributed by seniority.
- d) There shall be no split shifts unless agreed to by the Union and the Employer.

14.02 Days Off

Days off shall be planned in such a way as to equally distribute free weekends. A full-time employee shall receive one weekend off in every two-week period, which shall include Saturday and Sunday. Part-time employees shall receive one weekend off in every three.

14.03 Rest Period

Employees shall be entitled to the following Rest Periods, in addition to a thirty (30) minute unpaid Eating Period;

Less than 5 hours	(1) one x 15 minute paid break (no unpaid Eating Period)
5-6 hours	(1) one x 15 minute paid break
Over 6 hours	(2) two x 15 minute paid breaks
More than 8 hours shift	(2) two x 15 minute paid break and (1) one x 30 minute paid break

14.04 Reporting Pay

Employees who report for any scheduled shift will be guaranteed at least four (4) hours of work, or if no work is available, will be paid at least four (4) hours except when work is not available due to conditions beyond the control of the home. The reporting allowance outlined as herein shall not apply whenever an employee has received prior notice not to report for work.

14.05 Shift Exchanges

Employees will be permitted to exchange days off, or shifts, with other employees by completing the appropriate forms, as supplied by the Employer, and with the Employer's permission. Such permission will not be unreasonably withheld. The Employer has no obligation for any premium payment arising out of any such exchange. Where the shifts involve shift differential, this premium shall be paid to the employee working the shift. Shift exchanges shall be limited to a maximum of two (2) per pay period.

14.06 Time Off Between Shifts

Employees are to be allowed a minimum off twelve (12) hours off between the ending of one scheduled shift and the commencing of the other scheduled shift. Where the twelve (12) hours is not granted, the employee shall be paid such hours of work at the rate of time and one-half (1½).

14.07 Standard/Daylight Savings Time

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

ARTICLE 15 - OVERTIME

15.01 Overtime Defined

Overtime shall be paid for all hours worked over seven and one-half (7 ½) in a shift and/or seventy-five (75) hour in a two (2) week work schedule at the rate of time and one-half (1 ½) the employee's regular rate of pay.

15.02 Overtime Rates

- a) Authorized work performed in excess of the normal work day, thirty-seven and one half (37.5) hours per week or seventy-five (75) hours of work in a two (2) week period or authorized work on the employee's scheduled days off will be counted as overtime and will be paid at the rate of time and one-half (1 ½) the employee's regular hourly earnings.
- b) Employees who are scheduled to work less than seventy-five (75) hours in a two (2) week pay period will not qualify for overtime on assigned days(s) off until they have completed seventy-five (75) hours of work in the scheduled two (2) week pay period.

15.03 No Lay Off to Compensate for Overtime

Employees shall not be required to layoff during regular hours to equalize any overtime worked.

15.04 Distribution of Overtime

Overtime shall be offered in order of seniority to the employees who are willing and qualified to perform the work that is available.

15.05 Minimum Call-back Time

When an employee is called back to work after leaving the residence, or upon completion of his/her shift, such employee shall be paid at time and

one-half (1½) his/her regular rate of pay for actual hours worked with a minimum of four (4) hours of such pay.

15.06 No Duplicating or Pyramiding of Overtime

Overtime premiums will not be duplicated nor pyramided nor shall the same hours worked be counted as part of the normal workweek or as hours worked for which the overtime premium is paid.

15.07 Meal Allowance

An employee required to work more than two-hours of overtime shall be provided with a meal by the Employer.

ARTICLE 16 - HOLIDAYS

16.01 The following Holiday Pay provisions apply to all employees:

List of Holidays

The Employer recognizes the following as paid holidays:

New Year's Day	Canada Day (July 1st)
Family Day	Civic Holiday
Labour Day	Good Friday
Thanksgiving Day	Christmas Day
Queen's Birthday	Boxing Day

The Employer agrees to grant employees one float day off with pay to be taken on a day mutually agreed upon between the Employer and the Employee.

16.02 Holiday Qualifications

In order to be entitled to receive payment for these holidays, the employee must work her scheduled working day immediately preceding and the working day following the holiday unless on a leave of absence or absent due to illness.

16.03 Payment for Holidays

An employee who is required to work on any of the above named holidays will receive pay at the rate of time and one-half (1½) the employee's regular

hourly rate for every hour worked on such day, in addition to pay for the holiday at the employee's regular hourly rate or the employee may be granted an alternate day off (lieu day), at a mutually agreeable time, to be taken within ninety (90) days after the holiday. Payment for such lieu day will be based upon the entitlement the employee otherwise would have been eligible to receive for the holiday at straight time hourly rates.

16.04 Holidays for Days Off

When any of the above noted holidays fall on an employee's scheduled day off, the employee shall receive another day off with pay at a time mutually agreed upon between the employee and the Employer, to be taken within ninety (90) days after the holiday or by mutual agreement, a day's pay in lieu thereof.

16.05 Christmas or New Year's Off

The holiday schedule shall provide that every employee shall have at least Christmas or New Year's Day off, unless mutually agreed by the parties.

ARTICLE 17 - VACATIONS

17.01 Length of Vacation

Employees shall receive an annual vacation with pay in accordance with credited service prior to the commencement of the vacation period as follows:

a) **Full-time**

Less than one (1) year of service	10/12 of a working day for each month worked at 4% of total earnings
One (1) year of service	10 working days
Four (4) years of service	15 working days
Ten (10) years of service	20 working days
Effective March 5, 2018: Fifteen (15) years of service	25 working days

b) Part-time

Less than one (1) year of service	4% of gross earnings
One (1) year of service	4% of gross earnings
Four (4) years of service	6% of gross earnings
Ten (10) years of service	8% of gross earnings
Effective March 5, 2018: Fifteen (15) years of service	10% of gross earnings

For the purpose of calculating a year of service one year equals 1800 hours paid. The total number of hours shall not exceed 1800 hours in any one year.

All unused vacation pay shall be paid to employees on or before December 31st of each year.

17.02 Holidays During Vacation

If a paid holiday falls or is observed during an employee's vacation period, she shall be granted an additional day's vacation with pay for each holiday, in addition to her regular vacation time.

17.03 Vacation Pay on Termination

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

17.04 Preference in Vacations

Vacations shall be granted first on the basis of seniority.

The Employer will arrange staff vacation schedules, considering operational requirements. In cases of conflict for available vacation periods, preference for vacations will be governed by seniority within an employee's classification. Notwithstanding the foregoing, vacation requests submitted after vacation requests have been approved, are subject to availability and shall be approved in the order they are received.

17.05 Unbroken Vacation Period

An employee shall be entitled to receive her vacation in an unbroken period unless otherwise mutually agreed upon between the employee concerned and the Employer.

ARTICLE 18 - SICK LEAVE PROVISIONS

18.01 Sick Leave Defined

Sick leave means the period of time an employee is permitted to be absent from work with full pay by virtue of being sick or disabled, or because of an accident for which compensation is not payable under the Workers' Compensation Act.

18.02 Amount of Sick Leave

Pay for sick leave is for the sole and only purpose of protecting full-time employees against loss of income in the event they are ill or injured outside of work. (WSIB benefits cover workplace illness and injury). Full-time employees will be credited with one (1) day of sick leave per month to a maximum of 12 days accumulated in their sick bank, which days can be used for their intended purpose, but never cashed out.

18.03 Sick Leave during Leave of Absence

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

18.04 Sick Leave Record

The Employer shall report on each pay stub issued in accordance with Article 20.01, the amount of Sick Leave earned during the pay period, and the total Sick Leave accumulated.

18.05 Notification to Employer

An employee who is unable to report for duty on her scheduled shift shall notify the Employer of this with at least two (2) hours' notice where

practicable in advance of the commencement of her scheduled shift; provided that this requirement shall be waived by the Employer where the employee was unable to give such notice due to circumstances beyond her control.

18.06 Definitions

For the purpose of this Article, the word "month" shall mean a calendar month, and the words "sick leave" shall include injury and/or any other physical incapacity.

ARTICLE 19 - LEAVE OF ABSENCE

19.01 General Leave

The Employer may grant leave of absence without pay and without loss of seniority to any employee requesting such leave of absence for valid personal reasons such request to be in writing and approved by the Employer. Employees on approved leave of absence should not engage in any gainful employment without permission of the Employer. Such leave is not to be unreasonably denied.

19.02 Leave for Union Business

Representatives of the Union shall not suffer any loss of pay when required to leave their employment temporarily in order to carry on discussions or negotiations with the Employer, or with respect to a grievance or an interest or rights arbitration hearing provided that employees shall be required to obtain the permission of the Employer before leaving their employment.

19.03 Leave for Union Function

Upon notification to the Employer, an employee elected or appointed to represent the Union at Union functions shall be allowed a leave of absence with pay and benefits and without loss of seniority. The Union shall reimburse the Employer for receipt of such pay. The Union will provide the Employer with at least two (2) weeks' notice, when possible.

19.04 Leave of Absence for Full-Time Union or Public Duties

An employee who is elected or selected for a full-time position with the Union or anybody with which the Union is affiliated, or who is elected to public

office, shall be granted leave of absence without pay and without loss of seniority.

19.05 Bereavement Leave

- a) In the event of death of an employee's spouse (to include same sex partner), parent or child, the employee shall be entitled to a leave of absence without loss of pay or seniority up to a maximum of five (5) days.
- b) In the event of death of an employee's sister, brother, mother-in-law, father-in-law, daughter-in-law, son-in-law, grandparent or grandchild, the employee shall be entitled to leave of absence without loss of pay or seniority up to a maximum of three (3) days.
- c) In the event of death of an employee's aunt, brother-in-law, sister-in-law, uncle, former legal guardian, niece or nephew or any other second degree relative, the employee shall be entitled to leave of absence without loss of pay for one (1) day.
- (d) Where the burial occurs at a locale in excess of 350 kilometers, additional days without pay may be granted. The employee shall be paid for scheduled hours during the leave, which he otherwise would have worked. The employee will be allowed to save one (1) day to attend the memorial service.

19.06 Pregnancy And Parental Leaves

- a) Pregnancy and parental leaves will be granted in accordance with the *Employment Standards Act*.
- b) The Employer agrees to top up the employee's Employment Insurance benefits to seventy-five percent (75%) of their regular salary while on Pregnancy and/or Parental leave for a maximum of fifteen (15) weeks.

ARTICLE 20 - PAYMENT OF WAGES AND ALLOWANCES

20.01 Pay Days

The Employer agrees that wages will be paid bi-weekly on every second Thursday.

On each payday each employee shall be provided with an itemized statement of her wages, overtime and other supplementary pay and deductions. The employee's hourly rate is to be placed on the cheque stub.

If an employee is under paid, the following applies:

If the amount of the error is equal to or greater than the employee's normal gross wages for a day of work, the Employer will provide the adjustment payment promptly. The objective is to deliver the payment within three (3) business days of the error being brought to the Employer's attention.

Errors for lesser amounts will normally be corrected on the next pay.

20.02 Equal Pay for Equal Work

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

20.03 Pay during Temporary Transfers

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

20.04 Payment for In-Service

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

20.05 Uniform Allowance

All bargaining unit employees shall receive a uniform allowance of \$5.00 per paycheque towards the purchase of uniforms as designated by the Employer.

20.06 Shift Premium

Effective March 5, 2018, the Employer agrees to pay a shift premium of fifty cents (50¢) per hour to employees for each hour worked between the hours of 11:00 p.m. and 7:00 a.m.

ARTICLE 21 - EMPLOYEE BENEFITS

21.01 Master Policy

The Union shall be provided with a current copy of the HCN-Revera Lessee (Valley Stream Manor) GP Inc. benefit policy.

21.02 Change of Carriers

It is understood that the Employer may at any time substitute another carrier for any plan, provided the benefits remain the same. Before making such a substitution, the Employer shall notify the Union to explain the proposed change and to ascertain the views of the employees. Upon request by the Union, the Employer shall provide to the Union full specification of the Benefit Programs contracted for and in effect for employees covered herein.

21.03 Life Insurance and AD&D

The Employer shall provide all eligible employees with Life Insurance and AD&D as per Appendix "A" of this Collective Agreement.

21.04 Extended Health Care Benefits

The Employer shall provide all employees who have completed three (3) months waiting period with an Extended Health Care Plan. The Employer shall pay 75% of the premiums for full-time employees and 50% of the premiums for part-time employees.

Extended Health Benefits shall be paid in accordance with Appendix "A" of this Collective Agreement. Additionally, vision care will be paid at \$250.00 per twenty-four (24) months.

Part-time employees who are not eligible to participate in the benefit plans under Article 21 shall receive four percent (4%) of their regular rate of pay per hour in lieu of those benefits.

21.05 Dental Benefits

The Employer shall provide all employees with a Dental Plan as per Appendix "A" of this Collective Agreement.

21.06 The Nursing Homes & Related Industries Pension Plan

Effective March 5, 2018:

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

.01 “Plan” is defined as the Nursing Homes and Related Industries Pension Plan, being a multi-employer plan.

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

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

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

“Eligible Employee” is defined as full-time and part-time Employees in the bargaining unit who have completed 975 hours of service and who are not prohibited from contributing to the Plan by legislation or the Plan rules because of their age or because they are in receipt of a pension from the Plan.

.02 Each Eligible Employee covered by this Collective Agreement shall contribute from each pay period an amount equal to two percent (2%) of Applicable Wages to the Plan. The Employer shall contribute on behalf of each Eligible Employee for each pay period, an amount equal to two percent (2%) of Applicable Wages to Plan.

Notwithstanding the foregoing, where an error has been made in deduction, the Employer shall, upon request, make full payment on any outstanding Employer contributions irrespective of whether the Employee pays the matching amount.

The Employer shall contribute on behalf of all employees who would be Eligible Employees but for their age or their receipt of a pension from the Plan one percent (1%) of Applicable Wages to a fund of the employee’s choice.

The parties agree that this Article in no way prejudices the position of either party as it relates to the retroactivity application if an error is discovered.

- .03 The Employee and Employer contributions shall be remitted to the Plan within thirty (30) days after the end of the calendar month in which the pay period ends for which the contributions are attributable.
- .04 The Union acknowledges and agrees that other than making its contributions to the Plan as set out in this Article, the Employer shall not be obligated to contribute towards the cost of benefits provided by the Plan, or be responsible for providing any such benefits.

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

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

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

For further specificity, the items required for each Eligible Employee by .06 above of the agreement are:

- (i) To be provided once only at Plan commencement:
 - (a) Date of hire
 - (b) Date of birth
 - (c) Date of first contribution

- (d) Seniority list to include hours from date of hire to Employer's fund entry date (for purposes of calculating pas service credit)
- (ii) To be provided with each remittance:
 - (a) Name
 - (b) Social Insurance Number
 - (c) Monthly Remittance
 - (d) Pensionable earnings
 - (e) Year to date contributions
 - (f) Employer portion of arrears owing due to error, or late enrolment by the Employer
- (iii) To be provided once and if status changes:
 - (a) Full address as provided to the Employer
 - (b) Termination date where applicable (MM/DD/YY)
 - (c) Gender
 - (d) Marital Status
- (iv) To be provided annually but no later than December 1st:
 - (a) Current complete address listing
 - (b) Details of all absences of members from the workplace due to an injury for which the member received Workplace Safety and Insurance Board benefits

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

ARTICLE 22 - TECHNOLOGICAL CHANGES

22.01 Technological and Other Changes

The Employer will notify the Union at least thirty (30) days in advance of any technological or other change, which the Employer plans to introduce which will significantly change the status of the employees within the bargaining unit. The Employer agrees to meet and discuss with the Union the impact of the technological or other change on the Home, its employees and the residents.

ARTICLE 23 - GENERAL CONDITIONS

23.01 Bulletin Board

The Employer shall provide a bulletin board which shall be placed so that all employees will have access to it and upon which the Union shall have the right to post notices of regular meetings, special meetings, seminars or Union activities.

23.02 Proper Conditions

- a) Neat, clean, attractive and appropriately furnished accommodations as pursuant to the Occupational Health and Safety Act, as amended from time to time, shall be provided for employees to have their meals and change their clothes.
- b) Appropriate lockers or storage space shall be provided for employees to leave their clothing or belongings in during working hours.

23.03 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. It is agreed that the Union will prepare the Collective Agreement for signing within sixty (60) days of receiving the arbitration award or written notice of ratification and shall subsequently arrange to print sufficient copies within thirty (30) calendar days from the date it receives the signed copy of the Collective Agreement. The Union and the Employer shall share the cost of printing equally.

23.04 Plural or Feminine Terms May Apply

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

ARTICLE 24 - TERM OF AGREEMENT

24.01 Effective Date

The term of this Agreement shall be from January 1, 2018, to December 31, 2019 and shall continue from year to year upon the expiration of that term unless either party gives to the other party notice in writing at least ninety (90) days prior to the expiration date in each year that it desires its termination or amendment.

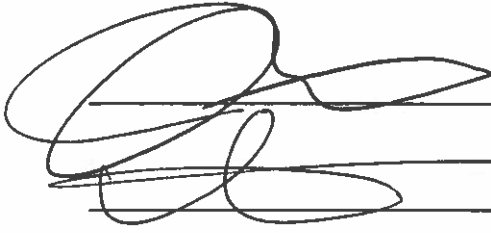
24.02 Changes in Agreement

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

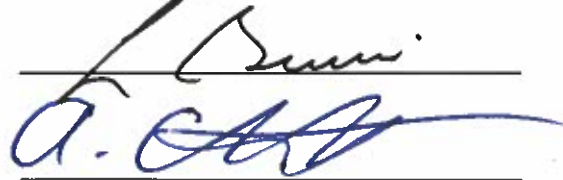
VALLEY STREAM RETIREMENT COMMUNITY and CUPE Local 4000-10
Expiring December 31, 2019

SIGNED THIS 13th DAY OF August, 2020

FOR THE EMPLOYER



**FOR CUPE. AND ITS
LOCAL UNION 4000-10**



:kd/cope 491
June 19, 2020

SCHEDULE A - WAGES

Valley Steam Wage Grid					
			10-Jan-17	01-Jan-18	01-Jan-19
ACTIVITIES	Activities Assistant	DOH	\$16.01	\$16.33	\$16.66
		1 yr	\$16.41	\$16.74	\$17.07
		2 yrs	\$16.82	\$17.16	\$17.50
		3 yrs	\$17.21	\$17.55	\$17.90
		4 yrs	\$17.61	\$17.96	\$18.32
		5 yrs	\$18.01	\$18.37	\$18.74
		6 yrs	\$18.41	\$18.78	\$19.16
		7 yrs	\$18.82	\$19.20	\$19.58
		8 yrs	\$19.21	\$19.59	\$19.98
		9 yrs	\$19.61	\$20.00	\$20.40
ACTIVITIES	Bus Driver	DOH	\$16.57	\$16.90	\$17.24
		1 yr	\$16.98	\$17.32	\$17.67
		2 yrs	\$17.39	\$17.74	\$18.09
		3 yrs	\$17.81	\$18.17	\$18.53
		4 yrs	\$18.22	\$18.58	\$18.95
		5 yrs	\$18.63	\$19.00	\$19.38
		6 yrs	\$19.05	\$19.43	\$19.82
		7 yrs	\$19.46	\$19.85	\$20.25
		8 yrs	\$19.88	\$20.28	\$20.69
		9 yrs	\$20.29	\$20.70	\$21.11
ADMINISTRATION	Office Reception F/T	DOH	\$14.36	\$14.65	\$14.94
		1 yr	\$14.72	\$15.01	\$15.31
		2 yrs	\$15.07	\$15.37	\$15.68
		3 yrs	\$15.43	\$15.74	\$16.05
		4 yrs	\$15.79	\$16.11	\$16.43
		5 yrs	\$16.15	\$16.47	\$16.80
		6 yrs	\$16.50	\$16.83	\$17.17
		7 yrs	\$16.87	\$17.21	\$17.55
		8 yrs	\$17.22	\$17.56	\$17.91
		9 yrs	\$17.58	\$17.93	\$18.29

VALLEY STREAM RETIREMENT COMMUNITY and CUPE Local 4000-10
Expiring December 31, 2019

			10-Jan-17	01-Jan-18	01-Jan-19
FOOD SERVICE	Assistant Chef/Dietary Supervisor	DOH	\$19.88	\$20.28	\$20.69
		1 yr	\$20.38	\$20.79	\$21.21
		2 yrs	\$20.86	\$21.28	\$21.71
		3 yrs	\$21.36	\$21.79	\$22.23
		4 yrs	\$21.86	\$22.30	\$22.75
		5 yrs	\$22.36	\$22.81	\$23.27
		6 yrs	\$22.86	\$23.32	\$23.79
		7 yrs	\$23.35	\$23.82	\$24.30
		8 yrs	\$23.85	\$24.33	\$24.82
		9 yrs	\$24.34	\$24.83	\$25.33
FOOD SERVICE	Cook (1st, Pastry, Evening, Breakfast)	DOH	\$17.67	\$18.02	\$18.38
		1 yr	\$18.10	\$18.46	\$18.83
		2 yrs	\$18.55	\$18.92	\$19.30
		3 yrs	\$18.99	\$19.37	\$19.76
		4 yrs	\$19.43	\$19.82	\$20.22
		5 yrs	\$19.88	\$20.28	\$20.69
		6 yrs	\$20.31	\$20.72	\$21.13
		7 yrs	\$20.76	\$21.18	\$21.60
		8 yrs	\$21.20	\$21.62	\$22.05
		9 yrs	\$21.64	\$22.07	\$22.51
FOOD SERVICE	Dining-Room Server/FT	DOH	\$14.00	\$14.28	\$14.57
		1 yr	\$14.15	\$14.43	\$14.72
		2 yrs	\$14.50	\$14.79	\$15.09
		3 yrs	\$14.84	\$15.14	\$15.44
		4 yrs	\$15.19	\$15.49	\$15.80
		5 yrs	\$15.53	\$15.84	\$16.16
		6 yrs	\$15.88	\$16.20	\$16.52
		7 yrs	\$16.22	\$16.54	\$16.87
		8 yrs	\$16.57	\$16.90	\$17.24
		9 yrs	\$16.91	\$17.25	\$17.60

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			10-Jan-17	01-Jan-18	01-Jan-19
FOOD SERVICE	Dining-Room Supervisor/F/T AM-PM	DOH	\$17.12	\$17.46	\$17.81
		1 yr	\$17.54	\$17.89	\$18.25
		2 yrs	\$17.98	\$18.34	\$18.71
		3 yrs	\$18.39	\$18.76	\$19.14
		4 yrs	\$18.83	\$19.21	\$19.59
		5 yrs	\$19.25	\$19.64	\$20.03
		6 yrs	\$19.69	\$20.08	\$20.48
		7 yrs	\$20.11	\$20.51	\$20.92
		8 yrs	\$20.53	\$20.94	\$21.36
		9 yrs	\$20.97	\$21.39	\$21.82
FOOD SERVICE	Dishwasher / F/T AM / PM	DOH	\$14.00	\$14.28	\$14.57
		1 yr	\$14.15	\$14.43	\$14.72
		2 yrs	\$14.50	\$14.79	\$15.09
		3 yrs	\$14.84	\$15.14	\$15.44
		4 yrs	\$15.19	\$15.49	\$15.80
		5 yrs	\$15.53	\$15.84	\$16.16
		6 yrs	\$15.88	\$16.20	\$16.52
		7 yrs	\$16.22	\$16.54	\$16.87
		8 yrs	\$16.57	\$16.90	\$17.24
		9 yrs	\$16.91	\$17.25	\$17.60
FOOD SERVICE	Training Hours	DOH	\$12.14	\$14.00	\$14.28
		1 yr	\$12.46	\$14.00	\$14.28
		2 yrs	\$12.76	\$14.00	\$14.28
		3 yrs	\$13.06	\$14.00	\$14.28
		4 yrs	\$13.36	\$14.00	\$14.28
		5 yrs	\$13.67	\$14.00	\$14.28
		6 yrs	\$13.97	\$14.25	\$14.54
		7 yrs	\$14.27	\$14.56	\$14.85
		8 yrs	\$14.57	\$14.86	\$15.16
		9 yrs	\$14.88	\$15.18	\$15.48

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			10-Jan-17	01-Jan-18	01-Jan-19
HOUSEKEEPING & LAUNDRY	Housekeeper	DOH	\$14.36	\$14.65	\$14.94
		1 yr	\$14.72	\$15.01	\$15.31
		2 yrs	\$15.07	\$15.37	\$15.68
		3 yrs	\$15.43	\$15.74	\$16.05
		4 yrs	\$15.79	\$16.11	\$16.43
		5 yrs	\$16.15	\$16.47	\$16.80
		6 yrs	\$16.50	\$16.83	\$17.17
		7 yrs	\$16.87	\$17.21	\$17.55
		8 yrs	\$17.22	\$17.56	\$17.91
		9 yrs	\$17.58	\$17.93	\$18.29
HOUSEKEEPING & LAUNDRY	Janitor	DOH	\$14.91	\$15.21	\$15.51
		1 yr	\$15.28	\$15.59	\$15.90
		2 yrs	\$15.65	\$15.96	\$16.28
		3 yrs	\$16.02	\$16.34	\$16.67
		4 yrs	\$16.40	\$16.73	\$17.06
		5 yrs	\$16.77	\$17.11	\$17.45
		6 yrs	\$17.15	\$17.49	\$17.84
		7 yrs	\$17.51	\$17.86	\$18.22
		8 yrs	\$17.88	\$18.24	\$18.60
		9 yrs	\$18.26	\$18.63	\$19.00
HOUSEKEEPING & LAUNDRY	Laundry Attendant	DOH	\$14.36	\$14.65	\$14.94
		1 yr	\$14.72	\$15.01	\$15.31
		2 yrs	\$15.07	\$15.37	\$15.68
		3 yrs	\$15.43	\$15.74	\$16.05
		4 yrs	\$15.79	\$16.11	\$16.43
		5 yrs	\$16.15	\$16.47	\$16.80
		6 yrs	\$16.50	\$16.83	\$17.17
		7 yrs	\$16.87	\$17.21	\$17.55
		8 yrs	\$17.22	\$17.56	\$17.91
		9 yrs	\$17.58	\$17.93	\$18.29

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			10-Jan-17	01-Jan-18	01-Jan-19
	Student	DOH	\$12.14	\$13.15	\$13.41
		1 yr	\$12.46	\$13.15	\$13.41
		2 yrs	\$12.76	\$13.15	\$13.41
		3 yrs	\$13.06	\$13.32	\$13.59
		4 yrs	\$13.36	\$13.63	\$13.90
		5 yrs	\$13.67	\$13.94	\$14.22
		6 yrs	\$13.97	\$14.25	\$14.54
		7 yrs	\$14.27	\$14.56	\$14.85
		8 yrs	\$14.57	\$14.86	\$15.16
		9 yrs	\$14.88	\$15.18	\$15.48
MAINTENANCE	Maintenance Assistant	DOH	\$17.12	\$17.46	\$17.81
		1 yr	\$17.54	\$17.89	\$18.25
		2 yrs	\$17.98	\$18.34	\$18.71
		3 yrs	\$18.39	\$18.76	\$19.14
		4 yrs	\$18.83	\$19.21	\$19.59
		5 yrs	\$19.25	\$19.64	\$20.03
		6 yrs	\$19.69	\$20.08	\$20.48
		7 yrs	\$20.11	\$20.51	\$20.92
		8 yrs	\$20.53	\$20.94	\$21.36
		9 yrs	\$20.97	\$21.39	\$21.82
NURSING	Guest Attendant	DOH	\$14.91	\$15.21	\$15.51
		1 yr	\$15.28	\$15.59	\$15.90
		2 yrs	\$15.65	\$15.96	\$16.28
		3 yrs	\$16.02	\$16.34	\$16.67
		4 yrs	\$16.40	\$16.73	\$17.06
		5 yrs	\$16.77	\$17.11	\$17.45
		6 yrs	\$17.15	\$17.49	\$17.84
		7 yrs	\$17.51	\$17.86	\$18.22
		8 yrs	\$17.88	\$18.24	\$18.60
		9 yrs	\$18.26	\$18.63	\$19.00

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			10-Jan-17	01-Jan-18	01-Jan-19
NURSING	RPN	DOH	\$22.64	\$23.09	\$23.55
		1 yr	\$23.20	\$23.66	\$24.13
		2 yrs	\$23.77	\$24.25	\$24.74
		3 yrs	\$24.33	\$24.82	\$25.32
		4 yrs	\$24.90	\$25.40	\$25.91
		5 yrs	\$25.46	\$25.97	\$26.49
		6 yrs	\$26.03	\$26.55	\$27.08
		7 yrs	\$26.59	\$27.12	\$27.66
		8 yrs	\$27.16	\$27.70	\$28.25
		9 yrs	\$27.72	\$28.27	\$28.84
NURSING	Training Hours	DOH	\$14.91	\$15.21	\$15.51
		1 yr	\$15.28	\$15.59	\$15.90
		2 yrs	\$15.65	\$15.96	\$16.28
		3 yrs	\$16.02	\$16.34	\$16.67
		4 yrs	\$16.40	\$16.73	\$17.06
		5 yrs	\$16.77	\$17.11	\$17.45
		6 yrs	\$17.15	\$17.49	\$17.84
		7 yrs	\$17.51	\$17.86	\$18.22
		8 yrs	\$17.88	\$18.24	\$18.60
		9 yrs	\$18.26	\$18.63	\$19.00
NURSING	UCP (Unregistered Care Provider)	DOH	\$17.67	\$18.02	\$18.38
		1 yr	\$18.10	\$18.46	\$18.83
		2 yrs	\$18.55	\$18.92	\$19.30
		3 yrs	\$18.99	\$19.37	\$19.76
		4 yrs	\$19.43	\$19.82	\$20.22
		5 yrs	\$19.88	\$20.28	\$20.69
		6 yrs	\$20.31	\$20.72	\$21.13
		7 yrs	\$20.76	\$21.18	\$21.60
		8 yrs	\$21.20	\$21.62	\$22.05
		9 yrs	\$21.64	\$22.07	\$22.51

APPENDIX "A"

Plan Design – Retirement Ottawa

CLASS	ELIGIBILITY	COST SHARING	WAITING PERIOD
2 – Employees Working minimum of 30 hours per week	30 hours per week	75% ER Paid	3 months
3 – Employees working between 15 and 29 hours per week	15-29 hours per week	50% ER Paid	3 months
DEFINITION OF CHILD	NAMES OF FACILITIES UNDER RETIREMENT LIVING OTTAWA:		
Up to age 22 or 26 if full-time at College/University	HCN-Revera Lessee (Valley Stream Manor) GP Inc.		
BENEFITS	DETAILS	2- EMPLOYEES WORKING MINIMUM OF 30 HOURS PER WEEK	3- EMPLOYEES WORKING BETWEEN 15 AND 29 HOURS PER WEEK
Life	Flat Maximum NEM Reduction Termination	\$20,000 \$20,000 \$20,000 50% reduction at age 65 Age 70 or retirement	\$20,000 \$20,000 \$20,000 50% reduction at age 65 Age 70 or retirement

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Life Waiver	Definition (qualification period) Termination	180 days Age 65	180 days Age 65
Optional Life	Amount Maximum Termination	Units of \$10,000 \$150,000 Age 65	Units of \$10,000 \$150,000 Age 65
AD&D	Percentage Termination	Equal to Life Age 70 or retirement	Equal to Life Age 70 or retirement
Optional AD&D	Amount Maximum Termination	Units of \$10,000 \$150,000 Age 65	Units of \$10,000 \$150,000 Age 65
Dependent Life	Spouse/Child Termination	\$10,000 spouse/\$5,000 child Age 70 or retirement	\$10,000 spouse/\$5,000 child Age 70 or retirement
Optional Spousal Life	Amount Maximum Termination	Units of \$10,000 \$150,000 Age 65	Units of \$10,000 \$150,000 Age 65
Optional Spousal AD&D	Amount Maximum Termination	Units of \$10,000 \$150,000 Age 65	Units of \$10,000 \$150,000 Age 65
Health	Deductible Coinsurance	Nil 100% OOC and Hospital with exception to Convalescent Hosp at 80%, 80% all other lines of benefit	Nil 100% OOC and Hospital with exception to Convalescent at 80%, 80% all other lines of benefit

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	Aggregate Maximum Hospital Convalescent Hospital Paramedical	Unlimited Semi Private \$20 per day 120 day max \$200 per practitioner per calendar year including: Acupuncturist, Audiologist, Chiropodist, Chiropractor, Clinical Psychologist, Dietician, Massage Therapist, Naturopath, Occupational Therapist, Osteopath, Physiotherapist, Podiatrist, Social Worker, Speech Therapist	Unlimited Semi Private \$20 per day 120 day max \$200 per practitioner per calendar year including: Acupuncturist, Audiologist, Chiropodist, Chiropractor, Clinical Psychologist, Dietician, Massage Therapist, Naturopath, Occupational Therapist, Osteopath, Physiotherapist, Podiatrist, Social Worker, Speech Therapist
	Private Duty Nurse Out of Country OOC Referrals Travel Hearing Aids Orthopaedic Shoes Orthotics Survivor Benefits Termination	\$10,000 per calendar year \$5,000,000 lifetime max \$15,000 lifetime max 60 days \$500 every 60 months \$150 per calendar year \$200 per calendar year 24 months Age 70 or retirement	\$10,000 per calendar year \$5,000,000 lifetime max \$15,000 lifetime max 60 days \$500 every 60 months \$150 per calendar year \$200 per calendar year 24 months Age 70 or retirement

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<p>Drugs</p>	<p>Maximum Coinsurance Drug Card</p> <p>Dispensing Fee Drug Formulary Inclusions</p> <p>Exclusions</p>	<p>Unlimited 80% Pay Direct Employee pays pharmacy dispensing fee Brand Name Diabetic Supplies, Oral Contraceptives, Anti-Obesity</p> <p>Smoking Cessation, Erectile Dysfunction Fertility Drugs</p>	<p>Unlimited 80% Pay Direct Employee pays pharmacy dispensing fee Brand Name Diabetic Supplies, Oral Contraceptives, Anti-Obesity</p> <p>Smoking Cessation, Erectile Dysfunction Fertility Drugs</p>
<p>Dental</p>	<p>Deductible Basic Coverage</p> <p>Coinsurance Maximum Recall Fee Guide Scaling Survivor Benefits Termination</p>	<p>Nil Basic Restorative, Endo, Perio</p> <p>70% \$1,000 per calendar year 5 months Current 12 units 24 months Age 70 or retirement</p>	<p>Nil Basic Restorative, Endo, Perio</p> <p>70% \$1,000 per calendar year 5 months Current 12 units 24 months Age 70 or retirement</p>