

COLLECTIVE AGREEMENT

BETWEEN

FAIRFIELD MANOR
(hereinafter called "the Employer")

(Party of the First Part)

AND

CANADIAN UNION OF PUBLIC EMPLOYEES
AND ITS LOCAL 2290 Sub (1)
(hereinafter called "the Union")

(Party of the Second Part)

Term of Agreement: January 1, 2015 – December 31, 2017

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ARTICLE 1 - PREAMBLE

1.01 It is the purpose of both Parties to this Agreement:

- (1) To maintain and improve harmonious relations and settle conditions of employment between the Employer and the Union.
- (2) To recognize the mutual value of joint discussions and negotiations in all matters pertaining to working conditions, employment, services, etc.
- (3) To encourage efficiency in operations, and
- (4) To promote the morale, well being and security of all employees in the bargaining unit of the Union.

1.02 It is now desirable that methods of bargaining and all matters pertaining to the working conditions of the employees be drawn up in a Collective Agreement.

1.03 This Collective Agreement falls under the Hospital Labour Disputes Arbitration Act.

1.04 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 strikes, slow down, or stoppage of work, and the Employer agrees that there will be no lockout, in accordance with the *Ontario Labour Relations Act* (including the *Hospital Labour Disputes Arbitration Act HLDDA*).

ARTICLE 2 - MANAGEMENT RIGHTS

2.01 The Union acknowledges that it is the exclusive function of the Employer:

- (a) To maintain order, discipline and efficiency and to make, alter and enforce reasonable rules and regulations to be observed by the employees.
- (b) To hire, retire, classify, direct, promote, demote, transfer, discipline, suspend, discharge employees for just cause, to assign employees to shifts, to increase and decrease working forces, to schedule overtime, to schedule vacations, to approve leaves of absence, and to tend to the replacement of staff.

- 2.01 (c) Generally, to manage and operate the business in all respects and, without restricting the generality of the foregoing, to determine the number of staff required, the services to be rendered, the method, the work procedure, the kinds and location of equipment to be used; select, control and direct the use of all material required in the operation of the business; to schedule the work and operation of the business; to schedule the work and services to be provided and performed; to make, alter and enforce regulations governing the use of materials, equipment and services as may be deemed necessary in the interests of safety and well being of the business, the clients and the public.
- 2.02 To determine and exercise all the functions and prerogatives which shall remain solely with the Employer except those specifically limited by the express provisions of this Agreement. The rights reserved to management herein are subject to the other provisions of this Agreement that shall be exercised in the manner which is consistent with the terms of this Agreement.

ARTICLE 3 - RECOGNITION

- 3.01 The Employer recognizes the Canadian Union of Public Employees and Its Local 2290 Sub (1) as the sole and exclusive Collective Bargaining Agent for all employees of the Fairfield Manor West in the City of Kingston in the Province of Ontario, save and except the Administrator, Administrative Assistant, and Dietary Supervisor, and hereby agrees to negotiate with the Union or any of its authorized committees concerning all matters affecting the relationship between all Parties aiming towards a peaceful and amicable settlement of any difference that may arise between them.
- 3.02 Work of the Bargaining Unit
- Persons whose jobs are not in the bargaining unit shall not work on any jobs which are included in the bargaining unit, except in conformance with the Employer's past practice and policy, and if it is for the purpose of instruction, experimenting or in emergencies and provided that the act of performing the aforementioned does not itself reduce the hours of work and/or pay of any employee within the bargaining unit.
- 3.03 This Collective Agreement is fully applicable to all regular full-time and part-time employees unless otherwise specified.
- 3.04 No employee shall be required or permitted to make a written or verbal agreement with the Employer or its representatives which may conflict with the terms of this Collective Agreement.

ARTICLE 4 - CIVIL RIGHTS

- 4.01 No discrimination, intimidation, interference, restraint or coercion will be practiced by either the Employer or the Union or by any of their officers or representatives against any employee by reason of race, colour, national origin, political or religious affiliation, sex or marital status, disability, or by reason of his/her membership or activity in the Union or by reason of his/her lack of membership or activity in the Union.
- 4.02 The Employer and the Union agree that they shall be bound by the Ontario Human Rights Code.
- 4.03 The Union and the employees further agree that they will not engage in Union activities during working hours, except as specifically permitted by this Agreement or in writing by the Employer.
- 4.04 Personal Harassment

The Employer shall make reasonable efforts to ensure that employees are free from harassment in the workplace. Harassment means engaging in a course of vexatious comment or conduct that is known or ought to be reasonably known to be unwelcome. Harassment can be either psychological or physical or it can be a combination of both. It is any behaviour, whether deliberate or negligent, which denies individuals their dignity and respect, is offensive, embarrassing or humiliating to the individual and adversely affects the working environment.

4.05 Violations

Any alleged violation may be dealt with pursuant to the procedures in the Code, and/or the grievance and arbitration provisions of this Agreement. Where an alleged harasser is the person who would normally deal with the initial step of the grievance procedure, the grievance will automatically be sent forward to the next step.

ARTICLE 5 - UNION MEMBERSHIP REQUIREMENT

- 5.01 All employees who are now members of the Union shall remain members of the Union and all new employees who are eligible for membership shall become members of the Union after they have completed their probationary period as a condition of employment.

ARTICLE 6 - CHECK-OFF OF UNION DUES

- 6.01 The Employer shall deduct from every employee any monthly dues in accordance with the Union Constitution and by-laws.
- 6.02 Deductions shall be made from each payroll of each month and shall be forwarded to the Secretary-Treasurer of the Union not later than the 15th day of the following month, accompanied by a list of the names, addresses, classifications, and the number of hours worked that month of employees from whose wages the deductions have been made.
- 6.03 At the same time the Income Tax (T-4) slips are made available, the Employer shall type on the T-4 slip the amount of Union dues paid by such employee in the previous year.
- 6.04 Indemnification

The Union agrees to indemnify and save harmless the Employer against any claims or liabilities arising or resulting from the operation of this Article.

ARTICLE 7 - NEW EMPLOYEES

- 7.01 All employees will have the opportunity to meet with the representative of the Union in the employ of the Employer for a period of up to fifteen (15) minutes during the employee's orientation without loss of regular earnings. The purpose of the meeting will be to acquaint the employee with such representative of the Union and the Collective Agreement. Such meetings may be arranged collectively or individually for employees by the Employer as part of the orientation process.

ARTICLE 8 - CORRESPONDENCE

- 8.01 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 to the Local President, National Representative of the Union and the Director of Labour Relations of the Employer or his/her designate.

ARTICLE 9 - UNION REPRESENTATION

9.01 Bargaining Committee

A Union bargaining committee shall be appointed and consist of not more than two (2) members of the Union. The Union will advise the Employer of the Union nominees to the committee at least fifteen (15) days prior to the first meeting between the Union bargaining committee and the Employer. All matters of the mutual concern pertaining to the operation of the business shall be referred to the bargaining committee for discussion and settlement. In the event that either Party wishes to call a bargaining meeting, the meeting shall be held at a time and place fixed by mutual agreement.

9.02 Labour Management Committee

It is agreed that a joint committee will be established with two (2) representatives from Local 2290-1 of the Canadian Union of Public Employees and the Employer. This Committee shall meet at the written request of either Party to discuss matters of mutual concern, which matters, may not necessarily be covered by the terms of any existing Agreement. The fundamental purpose of the Committee shall be to exchange views on matters which affect the duties required by the Employer and the welfare of its employees. The Committee shall not have the power to affect changes in the existing Collective Agreement.

9.03 Health and Safety Committee

The parties agree to abide by the Occupational Health and Safety Act and its regulations. The Employer and the Union agree that they mutually desire to maintain standards of safety and health in the home, in order to prevent injury and illness.

It is agreed that a joint committee consisting of two (2) – one (1) Employer representative and one (1) staff representatives, will be established to recognize the need for constructive and meaningful consultations on health and safety matters. Functions of this committee shall include:

- Holding meetings at regular intervals.
- Receiving and settling employees' complaints.
- Regular inspections of the workplace.
- Keeping records of complaints and inspections.
- Providing relevant information to employees.

9.04 Representation

No employee or group of employees shall undertake to represent the Union at meetings with the Employer without proper authorization of the Union. The Union will supply the Employer with the names of the officers who hold the proper authorization to bind the Union. Similarly, the Employer will, if requested, supply the Union with a list of its personnel with whom the Union may be required to transact business.

9.05 A Representative of Canadian Union

The Union shall have the right at any time to have the assistance of a representative of the Canadian Union of Public Employees when dealing or negotiating with the Employer. Such representatives shall have access to the Employer's premises in order to investigate and assist in the settlement of a grievance and shall do so in the company of a representative of the Employer.

9.06 Time Off for Meetings

It is agreed that two (2) members of the Union Bargaining Committee who are in the employ of the Employer shall have the right to attend direct negotiating meetings held with representatives of the Employer. The two (2) members of the Bargaining Committee in the employ of the Employer shall suffer no loss of pay while attending negotiating meetings with the Employer. In no event shall such attendance result in overtime pay.

9.07 Employees on any committees shall suffer no loss of wages when meeting with management during their regular working hours.

ARTICLE 10 - GRIEVANCE PROCEDURE

10.01 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 shall assist any employee which the Steward represents in preparing and presenting his/her grievance in accordance with the grievance procedure.

10.02 The Union agrees to notify the Employer, in writing, of the names of stewards who are to act on behalf of the Union before the Employer shall be required to recognize them.

10.03 The Union recognizes that each Steward is employed by the Employer and that he/she will not leave his/her work during working hours except to perform his/her duties under this Agreement. Therefore, no Steward shall leave his/her work without obtaining the permission of his/her supervisor; such permission shall not be unreasonably withheld.

10.04 A grievance shall be defined as any difference arising out of interpretation, application, administration, or alleged violation of the Collective Agreement.

10.05 Procedure

An honest effort shall be made to settle grievances fairly and promptly in the following manner:

- STEP 1:** If an employee has a complaint he/she shall discuss it with his/her immediate supervisor within five (5) calendar days after being made aware or ought reasonably to have been made aware of the circumstances giving rise to the complaint and he/she shall be accompanied by his/her steward if he/she so desires. If a settlement is not arrived at it may be taken up as a grievance within seven (7) calendar days following the immediate supervisor's decision.
- STEP 2:** The employee, with his/her Steward, may present the alleged grievance in writing to his/her immediate supervisor or his/her designate. A meeting will be held within seven (7) calendar days between the supervisor or his/her designate and the employee and his/her Steward. Failing a settlement, the supervisor or his/her designate shall deliver a decision in writing within seven (7) calendar days.
- STEP 3:** Failing a settlement under Step 2, the employee together with the Steward may present the alleged grievance in writing to the Administrator or her designate with a copy to the Employer. A meeting will be held within seven (7) calendar days between the Administrator or her designate, the employee and his/her steward. Failing a settlement, the Administrator or her designate shall deliver a decision in writing within seven (7) calendar days.
- STEP 4:** Failing a settlement under Step 3 of any difference between the Parties arising from the interpretation, application, administration or alleged violation of this Agreement, including any question as to whether a matter is arbitrable, such difference may be taken to arbitration within thirty (30) calendar days after the decision of the Administrator or her designate.

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

10.07 The Union 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.

10.08 Grievances and replies to grievances stating reasons shall be in writing in all stages.

10.09 Any mutually agreed changes to this Collective Agreement shall form part of this Collective Agreement.

ARTICLE 11 - ARBITRATION

- 11.01 When either Party requests that a grievance be submitted to arbitration, the request shall be made by registered mail addressed to the other Party of this Agreement, indicating the name of its nominee on an arbitration board. Within five (5) days thereafter, the other Party shall answer by registered mail indicating the name and address of its appointee to the arbitration board. The two arbitrators shall then meet to select an impartial Chairman.
- 11.02 If the Party receiving the notice fails to appoint an arbitrator, or if the two appointees fail to agree upon a Chairman within seven (7) days of their appointment, the appointment shall be made by the Minister of Labour upon request of either Party.
- 11.03 The Board shall determine its own procedure, but shall give full opportunity to all Parties to present evidence and make representations. In its attempts at justice, the Board shall, as much as possible, follow a layman's procedure and shall avoid legalistic or formal procedure. It shall hear and determine the difference or allegation and render a decision within ten (10) days from the time the Chairman is appointed.
- 11.04 The decision of the majority shall be the decision of the Board. Where there is no majority decision, the decision of the Chairman shall be the decision of the Board. The decision of the Board of Arbitration shall be final, binding and enforceable on all Parties and may not be changed. The Board of Arbitration shall not have the power to change this Agreement or to alter, modify or amend any of its provisions. However, the Board shall have the power to dispose of a grievance by any arrangement which it deems just and equitable.
- 11.05 Each Party shall pay:
- (1) The fees and expenses of the arbitrator it appoints.
 - (2) One-half (1/2) of the fees and expenses of the Chairman.
- 11.06 The time limits fixed in both the grievance and arbitration procedure may be extended by consent of the Parties.
- 11.07 The Employer agrees that any written statement against any member of the Union by another member of the Union shall not be used in an arbitration unless the Union member giving the statement is called as a witness.
- 11.08 Union representatives who attend Arbitration hearings shall suffer no loss in wages.

ARTICLE 12 - DISCHARGE, SUSPENSION AND DISCIPLINE

- 12.01 A claim by an employee (who has completed his/her probationary period and who has been discharged from the employ) that his/her discharge or suspension was without just cause shall be treated as a grievance if his/her written statement is lodged with the Employer within ten (10) days of his/her discharge or suspension. Such grievance shall commence at Step 3 of the grievance procedure as herein provided.
- 12.02 Such grievance may be settled by confirming the Employer's action in discharging or suspending the employee, or by reinstating the employee with appropriate compensation, or by any other arrangement which is just and equitable in the opinion of the Parties or, if necessary, a Board of Arbitration.
- 12.03 An employee who has completed his/her probationary period may be dismissed but only for just cause. When an employee is discharged or suspended, he/she shall be given the reason in the presence of his/her Steward. Such employee and the Union shall be advised promptly in writing by the Employer of the reason for such discharge or suspension.
- 12.04 The record of an employee shall not be used against him/her at any time in the following instances:
- (a) When twelve (12) months have elapsed since a suspension, provided there has been no recurrence of a similar and/or other infraction.
 - (b) When twelve (12) months have elapsed since the issuance of a letter of reprimand provided there has been no recurrence of a similar and/or other infraction.

ARTICLE 13 - SENIORITY

13.01 Seniority Defined

Seniority is defined as length of continuous service in either the full-time or part-time bargaining unit, which shall include service with the Employer prior to Union certifications.

- 13.02 Part-time employees shall have their seniority calculated on the basis of hours worked as of date of hire, with one thousand nine hundred and fifty (1,950) hours equaling one (1) year of seniority.

Part-time employees transferring to full-time status shall be given seniority credit for all hours worked on the basis of with one thousand nine hundred and fifty (1,950) equaling one (1) year of seniority.

13.03 Seniority Lists

The Employer shall maintain one (1) seniority list for all employees showing the last date of hire and the corresponding years of service for full-time employees and the hours worked for part-time employees. An up-to-date seniority list shall be sent to the Union and posted on all bulletin boards in January of each year.

13.04 Loss of Seniority

An employee shall lose his/her seniority and will be deemed to have quit his/her employment with the Employer for any of the following reasons:

- (a) He/she is discharged for just cause and is not reinstated;
- (b) He/she resigns;
- (c) He/she is absent from work without permission in excess of three (3) continuous working days;
- (d) After a layoff, he/she fails to return to work within seven (7) calendar days after being notified by registered mail to do so, unless through sickness or other just cause verified to the satisfaction of the Administrator or her designate;
- (e) He/she is laid off for a period longer than two (2) years;
- (f) Fails to return to work upon the termination of authorized leave of absence, except where the failure to request permission to extend is because of proven inability to contact the Employer.
- (g) he/she is discharged within their probationary period;
- (h) retires.

13.05 Probation for Newly Hired Employees

Newly hired employees shall be on a probationary period for a period of four hundred and eighty-seven and one-half (487.50) hours from the date of hire. After the probationary period, seniority shall be effective from the original date of employment. The probationary period may be extended by mutual agreement among the Employer, the employee and the Union. Probationary employees shall pay Union dues from the date of hire.

13.06 Current Address

The current address shall be the responsibility of the employee to keep the Employer informed of his/her current address and telephone number. Where required herein the Employer shall address all correspondence to the address provided by the employee. Upon written request, a copy of the current address and telephone numbers shall be provided to the union.

13.07 No employee shall be transferred to a position outside the bargaining unit without his/her consent.

ARTICLE 14 - PROMOTIONS AND STAFF CHANGES

14.01 Job Postings

For each bargaining unit position to be staffed or when a new bargaining unit position is created, the Employer shall notify the Union, in writing, then post notice of the position on the staff bulletin board for a minimum of one (1) week, so that all members will know about the vacancy or new position. Posting shall take place no later than seven (7) days after the decision to fill the vacancy is taken. An employee who wishes to be considered for the position so posted shall signify his/her desire by submitting his/her application in writing to the Department Head within two (2) calendar days of the conclusion of the posting.

Temporary vacancies of thirty (30) days or less need not be posted.

14.02 Information in Postings

Such notice shall contain the following information:

Nature of position, qualifications, required knowledge and/or education, shift, skills, wage or salary rate or range. Such qualifications may not be established in an arbitrary or discriminatory manner.

14.03 Role of Seniority

When making promotions and filling vacancies, the Employer's decision shall be based on the following factors:

- (a) skill competence and efficiency for the particular position;
- (b) seniority.

14.04 The successful applicant shall be placed on trial for a period of forty-five (45) days. Conditional on satisfactory service and suitable ability, the employee shall be declared permanent after the period of forty-five (45) days. In the event the successful applicant proves unsatisfactory in the position during the trial period, or if the employee is unable to perform the duties of his/her new job classification, he/she shall be returned to his/her former position, wage or salary rate without loss of seniority. Any other employee promoted or transferred because of the re-arrangement of positions shall also be returned to his/her former position, wage or salary rate, without loss of seniority.

14.05 An employee who is the successful candidate for a position within their present classification shall not be required to complete a probationary period.

14.06 The Union shall be notified of all appointments, hiring's, lay-offs, transfers, recalls and terminations of employment within the bargaining unit.

ARTICLE 15 - LAY-OFFS AND RECALLS

15.01 Both Parties recognize that job security should increase in proportion to length of service. Therefore, in the event of a lay-off, employees shall be laid off in the reverse order of their seniority, provided employees being retained are qualified to do the work available.

15.02 Employees shall be recalled in the order of the seniority list, provided they are qualified to do the work available. When deciding whether an employee is qualified to do the work available, the Employer agrees not to act in an arbitrary or a discriminatory manner.

15.03 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 lay-off should that position become vacant within six (6) months of being recalled.

15.04 No new employee shall be hired into the bargaining unit until those laid off have been given an opportunity of recall, subject to Article 13.04.

15.05 The Employer shall not terminate the employment of an employee who has been employed for three (3) months or more unless the Employer, in accordance with the Employment Standards Act gives:

- (a) one (1) week's notice in writing to the employee if his/her period of employment is less than one (1) year;
- (b) two (2) weeks' notice in writing to the employee if his/her period of employment is one (1) year or more but less than three (3) years;
- (c) three (3) weeks' notice in writing to the employee if his/her period of employment is three (3) years or more but less than four (4) years;
- (d) four (4) weeks' notice in writing to the employee if his/her period of employment is four (4) years or more but less than five (5) years;
- (e) five (5) weeks' notice in writing to the employee if his/her period of employment is five (5) years or more but less than six (6) years;
- (f) six (6) weeks' notice in writing to the employee if his/her period of employment is six (6) years or more but less than seven (7) years;

- 15.05 (g) seven (7) weeks' notice in writing to the employee if his/her period of employment is seven (7) years or more but less than eight (8) years;
- (h) eight (8) weeks' notice in writing to the employee if his/her period of employment is eight (8) years or more,

For employees who are members of the bargaining unit, grievances concerning lay-offs and recalls shall be initiated at Step 3 of the Grievance Procedure.

- 15.06 Layoffs, under the provisions of this Collective Agreement shall include the reduction of daily or bi-weekly hours of any full time or part time employee. No full time employee within the bargaining unit shall be laid off by reason for his/her duties being assigned to one or more part time employees.

In the event of a proposed layoff of a temporary or a permanent and or long-term nature of thirteen (13) weeks or more, the Employer will provide the Union with notice of time no less than what is applicable in the *Employment Standards Act of Ontario*.

A meeting may be held with the Union through Labour Management Committee to review the reasons and expected duration of the layoff, any realignment of service or staff and its effect on employees in the bargaining unit. Any agreement between the Employer and the Union resulting from the above process concerning the method, timing and implementation, will take precedence over other terms of layoff and related provisions of this Collective Agreement.

ARTICLE 16 - HOURS OF WORK

- 16.01 The normal workweek shall be no more than forty (40) hours. The normal workday, Monday to Sunday shall be no more than eight (8) hours inclusive of a thirty (30) minute paid meal break. Weekend shifts for cook may consist of up to twelve (12) hours.

Full-time normal workweek shall be thirty-five (35) to forty (40) hours per week (seventy (70) – eighty (80) hours per pay period).

Part-time normal workweek shall be twenty (20) hours or more per week (forty (40) hours or more per pay period).

16.02 Working Schedules

- (a) The schedules of all employees shall be posted one (1) month in advance.
- (b) All schedules shall allow for at least every second weekend off in a four-week period. It is understood that no more than two (2) consecutive weekends shall be worked without the written permission of the employee.

- 16.02 (c) The Employer shall be permitted to change the schedules of an employee provided they first obtain the employee's written permission.
- (d) There will be a minimum of sixteen (16) hours off between the change of shifts, except for emergency call-ins.

Failure by the Employer to provide the appropriate time off between the end of any employee's scheduled shift and the commencement of such employee's next scheduled shift shall result in payment of one and one half (1½) times the employee's hourly rate for the hours not provided as time off.

- 16.03 Employees shall be entitled to a paid fifteen (15) minute break in the first and second half of each shift provided the shift is at least eight (8) hours long. For shifts less than five (5) hours, the employees shall be entitled to one (1) fifteen (15) minute break. For shifts more than five (5) hours, the employees shall be entitled to one (1) thirty (30) minute break.
- 16.04 Any employee transferred to another department shall work the hours of work for that department.
- 16.05 All shifts shall be distributed equitably among all staff within their classification.
- 16.06 When extra or replacement staff is needed, first preference shall go the part-time employees in order of seniority for up to ten (10) shifts.
- 16.07 No shift shall be less than three (3) hours in length.
- 16.08 The Employer agrees to create a Master Schedule which shall be provided to the Union and posted.

Any schedules shall be posted with names in order of their respective seniority.

ARTICLE 17 - OVERTIME

17.01 Payment of Overtime

Overtime shall be defined as hours worked beyond forty (40) hours per week, eight (8) hours per day. Work performed in excess of these requirements will be compensated at the rate of time and one half (1½).

17.02 Authorization

All overtime must be authorized by a supervisor.

- 17.03 Overtime shall be on a voluntary basis, by seniority, except that when there are no volunteers available, it is agreed that the Employer shall have the right to assign overtime work.

17.04 Call Back Guarantee

An employee who has completed his/her regular shift and has left the work place and who is called back to work, by seniority, will be paid one and one-half (1½) times his/her straight time hourly rate for all hours worked on a call-back with a minimum payment equivalent to four (4) hours pay at one and one-half (1½) times the regular straight time hourly rate.

ARTICLE 18 - PAID HOLIDAYS

18.01 The Employer recognizes the following as Paid Holidays:

New Year's Day	Labour Day
Family Day	Thanksgiving Day
Good Friday	Christmas Day
Victoria Day	Boxing Day
Canada Day	One (1) float day
Civic Holiday	

The floating holiday will be taken by the employee during the calendar year on a date which is mutually agreeable between the employee and the Employer.

ARTICLE 19 - VACATIONS

19.01 For the purpose of calculating vacation entitlement accrual for employees who are normally employed on a regular basis for less than thirty-seven and one-half (37½) hours per week:

One (1) month shall be one hundred and sixty-two and one-half (162.50) hours;
One (1) year shall be with one thousand nine hundred and fifty (1,950) hours.

Such employees shall receive vacation benefits for the vacation year as follows:

0 to less than 1,950 hours paid:	4% of gross earnings for the vacation year
1,951 to less than 5,850 hours paid:	2 calendar weeks' vacation with pay at 4% of gross earnings for the vacation year
5,851 to less than 15,600 hours paid:	3 calendar weeks' vacation with pay at 6% of gross earnings for the vacation year
15,601 to less than 23,400 hours paid:	4 calendar weeks' vacation with pay at 8% of gross earnings for the vacation year
23,401 hours paid or more:	5 calendar weeks' vacation with pay at 10% of gross earnings for the vacation year

19.02 Employees who have not completed their probationary period will receive four percent (4%) of their gross earnings during the vacation year.

Employees who have completed their probationary period will be granted one (1) day's vacation for each month of service to a maximum of ten (10) days. Vacation pay for such employees will be four percent (4%) of gross earnings during the vacation year.

Employees with one (1) year of service in the current year shall receive two (2) weeks' (ten (10) days) vacation. Vacation pay for such employees will be four percent (4%) of gross earnings for the vacation year.

Employees with five (5) years of service in the current year shall receive three (3) weeks' (fifteen (15) days) vacation. Vacation pay for employees will be six percent (6%) of gross earnings for the vacation year.

19.03 The periods at which employees shall take vacation shall be based on the selection by the employee according to seniority within the department, but shall be finally determined by the Administrator having due concern for the proper operation of the Home.

19.04 All vacation requests shall be submitted to the Supervisor by May 1st. The Supervisor shall post the approved vacation time by May 31st. Employees requesting single vacation day shall give appropriate notice prior to the posting of the work schedule. Vacation Days shall not be granted for the period of December 15th – January 15th.

19.05 Subject to two (2) weeks' notice, an employee shall be entitled to receive vacation pay commensurate with period of vacation scheduled in the week prior to his/her vacation period.

19.06 Unused yearly vacation will be cashed out by December 15th of each year.

19.07 Vacation pay for part-time employees will be paid out on June 15th and December 15th yearly.

ARTICLE 20 - SICK LEAVE

20.01 (a) Sick leave is defined as a period of time an employee is absent from work by virtue of being sick or disabled, or under examination or treatment by a physician, chiropractor, dentist or psychologist or specialist and such appointments cannot be scheduled outside of his/her regular working hours or because of an accident for which compensation is not payable under the Workplace Safety Insurance Act.

It is further understood, that should an employee be quarantined or required to be away from work as determined by the Medical Officer of Health, such absences shall be treated as sick leave.

20.01 Continued

- (b) Each full-time employee shall be entitled to a sick leave credit of nine (9) days per year, accumulating to a maximum of eleven (11) days' credit.
- (c) Each part-time employee shall be entitled to a sick leave credit of five (5) days, accumulating to a maximum of seven (7) days' credit.
- (d) Employees who are sick and unable to report to work shall notify their supervisor at least one (1) hour prior to his/her scheduled day shift or three (3) hours prior to his/her scheduled evening or night shift.
- (e) An employee may be asked to produce a medical certificate from a medical practitioner for any illness in excess of three (3) days, stating that the employee is unable to carry out his/her duties due to illness. The cost of any such certificate shall be borne by the Employer.

ARTICLE 21 - LEAVE OF ABSENCE

21.01 The employee may apply, in writing, to the Administrator for a leave of absence. Such leave may be granted with or without pay and without loss or accumulation of seniority. Written response will be given to the employee within ten (10) working days of such request. Upon return the employee shall be reinstated to the position they held prior to the leave. In determining whether leave of absence is granted the Employer agrees not to act in a manner that is arbitrary or discriminatory.

21.02 Leave of absence without pay and without loss of seniority may be granted upon request to the Employer, to a maximum of two (2) employees absent at one time, elected or appointed to represent the Union at Union conventions or conference.

For administrative purposes, the Employer shall continue to pay the employee's wages and benefits, and the Union shall then reimburse the Employer for wages and benefits paid during the period of leave.

21.03 Leave of absence without loss of pay will be granted to employees upon request in case of death in accordance with the following entitlement:

In case of death of a spouse, mother, father, daughter, son, grandchild, step-mother, step-father, step-daughter and step-son, up to a maximum of five (5) consecutive calendar days, including the day of the funeral.

In case of death of a sister, brother, step-sister, step-brother, paternal grandparents and maternal grandparents, daughter-in-law and son-in-law, up to a maximum of three (3) consecutive calendar days, including the day of the funeral.

21.03 Continued

In case of death of father-in-law and mother-in-law, up to a maximum of two (2) consecutive calendar days, including the day of the funeral.

In case of death of a brother-in-law, sister-in-law or any other relative living in the same household, up to a maximum of one (1) day at the time of the funeral.

- 21.04 Upon written request, an employee shall be granted Pregnancy/Parental and/or Paternity Leave in accordance with the provisions of the Employment Standards Act and shall suffer no loss of seniority, wages or vacation. The employee shall provide the Employer with at least two (2) weeks' notice of an intention to return to work. An employee returning to work shall return to the position held prior to the leave.
- 21.05 An employee who has commenced his/her scheduled vacation and suffers a death in the immediate family shall have his/her vacation extended by the number of days that he/she is eligible for in accordance with Article 21.03.

ARTICLE 22 - PAYMENT OF WAGES

22.01 The Employer shall pay salaries and wages bi-weekly in accordance with Schedule "A" attached hereto and forming part of this Agreement.

22.02 There shall be quarterly staff meetings.

Employees called back for staff meetings shall not be considered to be on call back for the purpose of this Article, except that employees who report for staff meetings shall be paid at their regular rate for all hours outside of regular working hours for time in attendance at staff meetings.

22.03 Shift Premium

A shift premium of fifty (50¢) cents shall be paid for each hour worked in the night shift (11:00 p.m. – 7:00 a.m.) seven (7) days per week.

A weekend premium of twenty-five cents (\$0.25) shall be paid for each hour worked between 11:00 p.m. Friday to 7:00 a.m. Monday.

22.04 Training Premium

A qualified employee who is assigned to assist a new or temporary employee in orientation or in learning job duties shall be paid at a rate of one and one-half (1½) times their regular hourly rate for all hours so worked.

22.05 When a personal support worker is assigned the responsibility of administering medications they shall receive an additional fifty cents (\$0.50) per hour for the full shift when this task is assigned.

Effective January 1, 2016, when a personal support worker is assigned the responsibility of administering medication passes, they shall receive an additional sixty-five cents (\$0.65) per hour for the full shift when this task is assigned.

ARTICLE 23 - EMPLOYEE BENEFITS

23.01 Employees shall be covered by the Workplace Safety and Insurance Act.

23.02 Pension Plan

Employees may, as a condition of employment, become a member of the R.R.S.P. Plans. Cost of Plans to be funded one hundred percent (100%) by employees.

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 nine hundred and seventy five (975) hours of service.

.02 Each Eligible Employee covered by this Collective Agreement shall contribute from each pay period an amount equal to 3% of applicable wages to the Plan. The employer shall contribute on behalf of each Eligible Employee for each pay period, an amount equal to 3% 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 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.

23.02 .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 periods 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 obligation to contribute to the Plan exceeds the amount specified in the Collective Agreement then in force, the parties will meet directly to finalize methods to relieve the Employer of this increased obligation to the extent that any such obligations exceed that which the Employer would have if the Plan were a defined contribution plan.

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

The 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 .05 above of the Agreement are:

- (i) To be Provided Once Only at Plan Commencement
 - (a) Date of Hire
 - (b) Date of Birth
 - (c) Date of First Contribution
 - (d) Seniority List include hours from date of hire to Employer's fund entry date (for purposes of calculating past service credit)

- 23.02 .05 (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

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.

- .06 The Employer acknowledges and agrees that, in addition to action which the Union may take to enforce the obligations of the Employer under this Article, the Trustees of the Plan may take action as well. The Employer agrees that if it is delinquent in remitting the Employee portion of contributions to the Plan or in making its own contributions, the Trustees may require the Employer to pay in addition to such contributions, interest on the overdue contributions and payment of liquidated damages.

These payments may be required in recognition of administrative costs, inconvenience and loss of use of the contributions of the Plan arising from late contributions to the Plan.

23.03 Vision Care

Two hundred dollars (\$200.00) every two (2) years for all full-time and part-time employees. Employees will submit receipt for payment. Cost of the plan will be paid one hundred percent (100%) by the Employer.

Eye examinations to a maximum of sixty dollars (\$60.00) every twenty-four months (24) months.

23.04 The Employer agrees to pay one hundred percent (100%) of the premium costs for the following benefits (as per the current benefit pamphlet).

- (a) Ontario Health Insurance Plan, including semi private hospitalization.
- (b) Employee Life Insurance (1X annual salary to a maximum of \$500,000.00 Optional Life Insurance (maximum of \$500,000.00), Dependent Life Insurance (\$10,000.00 spouse, \$5,000.00 child).
- (c) Accidental Death & Dismemberment (1X annual salary to a maximum of \$500,000.00).
- (d) Weekly Indemnity Benefit sixty-seven percent (67%) of weekly salary to maximum of \$700.00 for a maximum of seventeen (17) weeks).
- (e) Extended Health Care (prescription drug plan, eye exams (\$35.00) every 24 months, Chiropractor, Naturopath, Osteopath, Ergotherapist, Podiatrist, Chiropodist, Registered Masseur, Speech Therapist or Physiotherapist, Acupuncturist (\$500.00 each calendar year for each specialist), rehabilitation or semi-private convalescent accommodation.
- (f) Hearing aids \$500.00 every five (5) years.
- (g) One (1) pair of orthopedic shoes each calendar year.
It is understood that the Employer may substitute another benefit carrier provided the benefits conferred are not decreased. The Employer shall notify the union sixty (60) days prior to any change.

23.05 Employees shall receive a uniform allowance of fifty dollars (\$50.00) per year towards the purchase of uniforms as designated by the Employer. Payment for uniform allowances shall be made in the first pay in January following each year of service.

Effective January 1, 2017, employees shall receive a uniform allowance of seventy-five dollars (\$75.00) per year towards the purchase of uniforms as designated by the Employer. Payment for uniform allowances shall be made in the first pay in January following each year of service.

ARTICLE 24 - GENERAL

24.01 No employee will be disciplined for refusal to work on a job which is unsafe.

24.02 The Employer agrees to allow the Union to post on existing bulletin boards, notice of Union meetings and such other Union notices that may be of interest to the employees, keeping within the general spirit and intent of the Collective Agreement.

24.03 No employee shall be required to use his/her own car for the Employer's business.

- 24.04 The Employer agrees that no employee shall be laid off due to contracting out of work presently performed by members of the bargaining unit.
- 24.05 Whenever the singular, masculine or feminine is used in this Agreement, it shall be considered as if the plural, feminine or masculine has been used where the context of the Party or Parties hereto so require.
- 24.06 The Union and the Employer desire every employee to be familiar with the provisions of this Agreement and his/her rights and obligations under it. For this reason, the Employer shall, within thirty (30) days of signing, have printed twenty-five (25) copies of the Agreement in a Union shop. The cost of printing shall be shared equally between the Parties.
- 24.07 When any position not covered by Appendix "A" is established during the term of this Agreement, the rate of pay shall be subject to negotiations between the Employer and the Union. If the Parties are unable to agree on the rate of pay of the job in question, such dispute shall be submitted to arbitration.
- 24.08 Employees required to present a medical certificate to the Home for continued employment shall be allowed time off during their regular hours of work for the purpose of taking such a medical and such cost for the medical certificate shall be paid by the Employer.
- 24.09 The Employer shall pay the yearly cost of the certification certificate required by the College of Nurses. The Employer shall pay one hundred percent (100%) of cost for full-time and fifty percent (50%) of cost for part-time. Employees will submit receipt for payment by January 31st of each year for certificates acquired by December 31st. This plan commences January 1, 2002. It is understood that this reimbursement is not a taxable benefit.
- 24.10 All new employees will be scheduled orientation for the department they have been hired paid at the rate for the position.
- Orientation Hours: R.P.N. twenty-four (24) hours; P.S.W. twenty-four and one-half (24.50) hours; Housekeeper eighteen (18) hours; Cook fifteen (15) hours; Dining Room Attendant twelve (12) hours.
- 24.11 Employees may only change their assigned shift with the written approval of the Department Supervisor or her designate. Such approval shall not be unreasonably denied. Shift changes will only be permitted if equally qualified staff are involved and such change will not result in the Employer paying overtime premium to either employee.

24.12 During Christmas and New Year's, employees will be scheduled so that they will only be required to work (a) Christmas Eve Day, Christmas Day and Boxing Day, or (b) day before New Year's and New Year's Day. Each year an employee's assignment to (a) or (b) will be alternated unless other scheduling arrangements are mutually agreed upon by the Administrator, Department Supervisor or their designate and the employees concerned.

24.13 The Parties shall develop comprehensive in-service programmes, a minimum of four (4) per year.

24.14 Staffing Issues:

- Housekeeping shall be increased to one full-time equivalent (1 FTE) - (Monday – Friday – 7:00 A.M. – 3:00 P.M.) – every fourth (4th) week.

ARTICLE 25 - DURATION OF AGREEMENT

25.01 This Agreement shall be binding and remain in effect from January 1, 2015 to December 31, 2017 and shall continue from year to year thereafter unless either Party gives to the other Party notice in writing within ninety (90) days prior to December 31st, 2013. A mutually agreeable date for commencing negotiations or revisions to this Agreement shall be established within fifteen (15) working days of receipt of such notice by either Party. Both Parties shall thereupon enter into negotiations in good faith and make every reasonable effort to consummate a revised Agreement.

ARTICLE 26 - PRESENT CONDITIONS TO CONTINUE

26.01 All rights, benefits, privileges, customs, practices and working conditions which employees now enjoy, receive or possess shall continue, insofar as they are consistent with this Agreement, unless modified by mutual agreement between the Employer and the Union.

26.02 All provisions of this Agreement are subject to applicable laws now or hereafter in effect. If any law now existing or hereafter enacted, or proclamation or regulation shall invalidate any portion of this Agreement, the entire Agreement shall not be invalidated and the existing rights, privileges and obligations of the Parties shall remain in existence and either Party, upon notice to the other, may re-open the pertinent parts of the Agreement for negotiations.

DATED at Kingston, Ontario, this 8th day of February, 2017.

SIGNED ON BEHALF OF
FAIRFIELD MANOR

SIGNED ON BEHALF OF
THE CANADIAN UNION OF PUBLIC
EMPLOYEES AND ITS LOCAL 2290 SUB (1)

[Signature]

[Signature]

[Signature]

SCHEDULE A - WAGES

CLASSIFICATION	JANUARY 1, 2015	JANUARY 1, 2016	JANUARY 1, 2017
	2.5%	3%	3%
RPN			
Start Rate	\$17.97	\$18.51	\$19.07
Job Rate	\$18.31	\$18.86	\$19.43
HCA			
Start Rate	\$13.07	\$13.46	\$13.86
Job Rate	\$13.41	\$13.81	\$14.22
HOUSEKEEPER			
Start Rate	\$12.37	\$12.74	\$13.12
Job Rate	\$12.61	\$12.99	\$13.38
DINING ROOM			
Start Rate	\$12.37	\$12.74	\$13.12
Job Rate	\$12.37	\$12.74	\$13.12
PT COOK			
Start Rate	\$12.43	\$12.80	\$13.18
Job Rate	\$12.70	\$13.08	\$13.47
ACTIVITIES CO-COORDINATOR			
Start Rate	\$12.37	\$12.74	\$13.12
Job Rate	\$12.61	\$12.99	\$13.38