

COLLECTIVE AGREEMENT

between

EHATARE RETIREMENT AND NURSING HOME

(hereinafter called the "EHATARE")

and

CUPE LOCAL 4886

Expiry: July 17, 2020

TABLE OF CONTENTS

ARTICLE 1	PURPOSE	1
ARTICLE 2	RECOGNITION	1
ARTICLE 3	MANAGEMENT RIGHTS	3
ARTICLE 4	NO STRIKES OR LOCKOUTS	4
ARTICLE 5	DEFINITIONS	4
ARTICLE 6	REPRESENTATION	6
ARTICLE 7	GRIEVANCE PROCEDURE	9
ARTICLE 8	ARBITRATION	11
ARTICLE 9	DISCHARGE, SUSPENSION AND DISCIPLINE	13
ARTICLE 10	SENIORITY	14
ARTICLE 11	JOB POSTINGS	17
ARTICLE 12	LAYOFFS AND RECALLS	20
ARTICLE 13	HOURS OF WORK	22
ARTICLE 14	OVERTIME AND PREMIUM PAYMENTS	24
ARTICLE 15	HOLIDAYS	25
ARTICLE 16	VACATION ENTITLEMENT	27
ARTICLE 17	SICK LEAVE	30
ARTICLE 18	LEAVE OF ABSENCE	31
ARTICLE 19	WAGES	35
ARTICLE 20	BENEFITS	36
ARTICLE 21	PART-TIME IN-LIEU PAYMENT	41
ARTICLE 22	GENERAL CONDITIONS	42
ARTICLE 23	CORRESPONDENCE	42

ARTICLE 24 TERM OF THE COLLECTIVE AGREEMENT	43
SCHEDULE "A" NURSING HOME WAGE GRIDS	44
SCHEDULE "B" RETIREMENT HOME WAGE GRIDS	47
LETTER OF UNDERSTANDING #1 RE: ESTONIAN FACILITY	50
LETTER OF UNDERSTANDING #2 RE: TUCK SHOP CLERK	52
LETTER OF UNDERSTANDING #3 RE:PRIVATE DUTY CARE GIVERS	53
LETTER OF UNDERSTANDING #4 RE: CHANGED VACATION SYSTEM	54
LETTER OF UNDERSTANDING #5 RE: PAY EQUITY	59
MEMO OF AGREEMENT RE VACATION	60

ARTICLE 1 – PURPOSE

- 1.01 The purpose of this agreement is to establish an orderly relationship between the Employer and its employees and to provide processes for the prompt disposition of grievances and to establish and maintain mutually satisfactory working conditions, hours of work, and wages for all employees in the bargaining unit.

ARTICLE 2 – RECOGNITION

2.01 Bargaining Unit

The Employer recognizes the Canadian Union of Public Employees as the sole and exclusive bargaining agent for all employees employed by Ehatare Retirement and Nursing Home in the City of Toronto, save and except one Administrative Secretary, one Bookkeeper, supervisors and persons above the rank of supervisor.

2.02 Work of the Bargaining Unit

Persons whose jobs are not in the bargaining unit except those referred to in Article 2.03 and Article 2.01 shall not work on any jobs which are included in the bargaining unit, except for the purposes of instruction, experimenting, or in emergencies, and provided that the performance of the aforementioned operations, in itself, does not reduce the hours of work or pay of any employee.

2.03 Volunteers

The Employer and the Union acknowledge that while volunteers provide a significant contribution to the delivery of programs, they are not employees and, therefore, are not covered by the terms of this Agreement. The use of volunteers to perform bargaining unit work as covered by this agreement, shall not be expanded beyond the extent of the existing practice as of December 2007. The employer agrees the use of volunteers will not lead to the displacement of any bargaining unit employee.

2.04 Contracting Out

The Employer shall not contract out any work normally performed by members of the bargaining unit if, as a result of such contracting out, a layoff of any employees other than casual part-time employees occurs.

2.05 No Discrimination

The parties agree that there shall be no discrimination within the meaning of the Ontario Human Rights Code against any employee by the Union or the Employer

by reason of race, creed, colour, age, sex, marital status, ethnic origin, ancestry or place of origin, citizenship, family status, disability, or sexual orientation.

The Employer and the Union further agree that there will be no intimidation, discrimination, interference, restraint or coercion exercised or practiced by either of them or their representatives or members, because of an employee's membership or non-membership in a Union or because of activity or lack of activity in the Union.

2.06 Union Security and Check-Off

a) Union Security

All CUPE local 4886 bargaining unit employees of the Employer, shall, as a condition of continuing employment, become and remain members in good standing of the Union, according to the Constitution and By-Laws of the Union. As a condition of employment, all bargaining unit employees shall become and remain members in good standing of the Union within thirty (30) days of employment. The Employer shall deduct from every union member any dues, initiation fees, or assessments levied by the Union on its members.

b) Deductions

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

c) New Employees

i) The Employer agrees to acquaint new employees with the fact that a Union Agreement is in effect and with the conditions of employment set out in the Articles dealing with Union Security and Dues Check-Off.

ii) The Employer agrees that a Local Union representative will be given the opportunity to meet each newly-hired bargaining unit employee who is not a member of the Union, once during the employee's first week of employment, for the purpose of advising such employee of the existence of the Union and of her rights and obligations under the terms of this Agreement. Such meeting may take place on the Employer's premises at a time and location

designated by the Employer, and shall not exceed fifteen (15) minutes duration.

d) T4 Slips

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

- e) The Union and its members shall hold the Employer harmless with respect to any liability which the Employer might incur as a result of deductions and remittances.

ARTICLE 3 – MANAGEMENT RIGHTS

3.01 Except as specifically limited by the express provisions of this Collective Agreement, the Employer reserves and retains, solely and exclusively, the right to manage Ehatare Nursing and Retirement Home "Ehatare" and direct the workforce. Without restricting the generality of the foregoing, the sole and exclusive rights of management include, but are not limited to the right to:

- a) determine and establish standards and procedures for the care, welfare, safety, and comfort of the residents in the retirement and nursing home.
- b) maintain order, discipline, and efficiency, and in connection therewith make, alter and enforce, from time to time, reasonable rules and regulations governing its employees.
- c) hire, promote, demote, classify, transfer, or suspend employees, and to discipline or discharge any employee for just cause provided that a claim by an employee who has been discharged or disciplined without just cause may be the subject of a grievance and dealt with as hereinafter provided.
- d) plan, direct and control the work of the employees and the operations of the home. This includes the right to introduce new and improved methods, facilities, equipment, technology, determine supervision required, reorganize departments, change work schedules and hours of work, and increase or reduce personnel in any particular area or on the whole.
- e) The question of whether one of the above rights is expressly modified or limited by this Agreement may be decided through the grievance and arbitration procedure.

ARTICLE 4 – NO STRIKES OR LOCKOUTS

4.01 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 the Provincial Government Laws (including the Hospital Labour Disputes Arbitration Act HLDAA) and Regulations.

ARTICLE 5 – DEFINITIONS

5.01 A full-time employee is defined as an employee who is regularly scheduled to work seventy-five (75) hours per two (2) week pay period, exclusive of unpaid meal periods.

A part-time employee is defined as an employee who is regularly scheduled to work less than seventy-five (75) hours per two (2) week pay period, exclusive of unpaid meal periods.

A casual part-time employee is provided with opportunity for hours of work on an “as needed” basis and may be scheduled on the posted schedule but not on a repeating scheduled basis. If a casual part-time employee refuses an offer for work on three consecutive occasions, her name will be removed from the employment rolls.

Student Definition

a) It is understood that for the purposes of this collective agreement, a “student” is defined as a person who is employed throughout the school year or during the school summer vacation period and who is enrolled in, and attends, a secondary or post-secondary school on a full-time or part-time basis. Students are paid in accordance with the Student Rate under the Wage Schedules “A” and “B”.

Terms and conditions of employment of students hired during the school summer vacation period are addressed under Article 5.02.

Terms and conditions of employment of students hired during the school summer vacation period are further addressed in c) – d) below:

- b) A student who is employed throughout the year is treated as a casual part-time employee for the purposes of Articles 15.01, 16, 20.02 and 20.03 of this collective agreement
- c) i) It is understood that a student must continue to qualify as a student in accordance with a) above in order to retain employment with

Ehatare Retirement and Nursing Home. It is understood that an employee will be required to provide satisfactory proof of status as a student within the definition of a) above. A student is required to advise the Employer immediately of any change in her status as a student, including whether the student has graduated or otherwise ceased to be enrolled in and attending a secondary or post-secondary program.

- ii) Where a student within the definition of a) ceases to be enrolled in and/or ceases to attend a secondary or post-secondary school program, the student's employment with Ehatare Retirement and Nursing will be terminated and such termination will not be the subject of a grievance or arbitration, except as addressed in d)i) and ii) below.
- d) i) If a student is about to cease to be enrolled in and/or ceases to attend a secondary or post-secondary school program, but has successfully posted into a vacancy under Article 11, the student will not be terminated in accordance with c) above and their rate of pay will be changed to the non-student rate of pay for the classification in which they have successfully posted.
- ii) Where a student ceases to be enrolled in and/or ceases to attend a secondary or post-secondary school program but the student has the required ability, experience and qualifications for the classification in which they are working, then the student will not be terminated in accordance with c) above, but will have their status changed to full-time, part-time or casual part-time as is applicable and will be paid in accordance with the non-student classification wage grid.

5.02 Temporary Employees: Seasonal/Temporary Employees, Summer Students, and Human Resources Development Canada Career Placement Students

- a) A temporary employee is an employee who is hired for a specific term duration or is hired to perform a specific project or is hired to replace an employee who is absent on an approved leave of absence or absence due to WSIB or sick leave. Students employed during the school summer vacation period and HRDS Career Placement Students are treated as temporary employees for the purpose of this collective agreement.
- b) It is understood that a temporary employee will not be employed longer than the later of the following two dates:
 - i) Six (6) months from the most recent date of hire;
 - ii) The date of return of the absent employee(s) whom the temporary employee is replacing.

The Union, Employer and temporary employee may agree in writing to extend the employment of the temporary employee beyond the later of the above-referenced dates.

- c) The termination of the temporary employee shall not be subject of a grievance or arbitration and shall not constitute a layoff within the meaning of the collective agreement.
- d) A temporary employee does not accumulate seniority or service under the terms of the collective agreement.

A temporary employee is paid the applicable wage rate under Schedule "A" or Schedule "B" and overtime in accordance with the collective agreement, but is not otherwise entitled to any of the other benefits or compensation items under the collective agreement. Without limiting the generality of the foregoing, a temporary employee is not entitled to the Group Insurance Benefit coverage, Life Insurance coverage, Sick Leave Pay, participation in the Voluntary Group RRSP, weekend premium, or vacation or wage grid progression. A temporary employee is paid holiday pay in accordance with the Employment Standards Act ("the Act") for the holidays provided for under the Act provided the employee qualifies for holiday pay under the Act. A temporary employee is paid vacation pay in accordance with the Act.

- e) The Employer will notify the Union in writing of all hires under this provision and of the duration of the temporary term hire.

5.03 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 6 – REPRESENTATION

6.01 No Other Agreements

The employer and the union will not recognize any written or verbal agreements that conflict with any term of this collective agreement unless duly authorized by the official union and employer representatives.

The Union agrees to provide and update as necessary a list of the names of its official representatives.

Similarly, the employer designates the Administrator or alternate as the sole authorized employer representative.

6.02 Bargaining Committee

A Union bargaining committee shall be constituted of three (3) employees elected or appointed from amongst employees in the bargaining unit (along with the National Representative of the Union). The Union will advise the Employer in writing of the names of the members of the union bargaining committee. Employees on the bargaining committee will receive their regular pay for all regularly scheduled working hours lost due to attendance at negotiations with representatives of the Employer up to and including conciliation but excluding any mediation or arbitration proceedings.

6.03 Joint Union-Management Committee

The parties agree to establish a Joint Union-Management Committee, two (2) members appointed by the Union and two (2) members appointed by the Employer, to discuss items of mutual interest between the parties. It is understood that this committee has no right to usurp the power of the negotiation or grievance committee. It shall meet every three months or, if mutually agreed by the parties, more frequently. All matters for discussion shall be identified in writing on an agenda submitted to the Administrator and Committee Members seven (7) days prior to the meeting.

By mutual agreement the number of representatives may be increased. It is agreed that the Canadian Union of Public Employees representatives may attend.

It is agreed that workload issues shall be submitted in writing for review and discussion at the Joint Union-Management Committee. The Employer will respond in writing within two (2) weeks after workload issues have been discussed at the Joint Union-Management Committee.

6.04 Health and Safety Committee

- a) 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.
- b) The Union agrees to endeavour to obtain the full co-operation of its membership in the observation of all safety rules and practices. It is understood that it is the responsibility of every employee to report hazards that may cause unsafe working conditions and possible injury to their immediate supervisor or registered nurse on duty. The Joint Health and Safety Committee will submit a written report to the Employer and employee, regarding any employee initiated health and safety concerns.
- c) A joint Health and Safety Committee shall be constituted with two (2) representatives appointed by the Union and two (2) appointees from the

Employer, which shall identify potential dangers, recommend means of improving the health and safety programs and obtaining information from the Employer or other persons respecting the identification of hazards and standards elsewhere. The committee shall normally meet quarterly. The committee members may request meetings more often if the need arises and such request will not be unreasonably withheld. Scheduled time spent in such meetings is to be considered time worked. Minutes shall be taken of all meetings and copies shall be sent to the Employer and to the Union.

- d) Two (2) representatives of the Joint Health and Safety Committee, one from management and one appointed by the Union, shall make monthly partial inspections of the workplace and equipment ensuring the entire workplace is inspected at least twice a year, and shall report to the Employer and Health and Safety Committee the results of their inspection.

In the event of fatality or critical accident or injury, such representatives shall be notified immediately and shall investigate and report as soon as possible in writing to the Committee and to the Employer and to the Director of the Ministry of Labour.

In the event of a non critical accident or injury, such representatives who are at work shall be notified and shall investigate and report in writing to the Committee and Employer on the nature and causes of the injury.

In the event of an inspection by the Ministry of Labour, such representatives who are at work will be notified and have the right to accompany the inspector. Scheduled time spent in all such activities shall be considered as time worked.

- e) Upon receipt of the annual summary of data from the Workplace Safety and Insurance Board under s. 12 of the Occupational Health and Safety Act, the Employer shall post a copy of the summary in a conspicuous place or places at the workplace where it is most likely to come to the attention of the workers."
- f) An Employee who is injured at work and is unable to complete the rest of his shift shall be paid for the entire shift. The injured employee shall be transported to a hospital or doctor, whichever is necessary, at the employer expense.

6.05 Representatives of the Canadian Union of Public Employees

When dealing or negotiating with the Employer the Union shall have the right to have the assistance of representatives of the Canadian Union of Public Employees.

Such Representatives shall have access to the Employer's premises upon request, which shall not be unreasonably withheld, in order to deal with any matters arising out of this collective agreement requiring discussions with the employer.

ARTICLE 7 – GRIEVANCE PROCEDURE

7.01 Recognition of Union Stewards and Grievance Committee

In order to provide an orderly and speedy procedure for the settling of grievances, the Employer acknowledges the right of the Union to appoint or elect three (3) stewards, whose duties shall be to assist any employee whom the steward represents, in preparing, processing and in presenting his/her grievance in accordance with the grievance procedure.

7.02 Names of Stewards

The Union shall notify the Employer in writing of the name of each steward and the department(s) he/she represents before the Employer shall be required to recognize him/her.

7.03 Grievance Committee

The Grievance Committee shall be composed of the President or designate, the Union Steward directly involved with the grievance and a representative of the Canadian Union of Public Employees.

7.04 Permission to Leave Work

The Union recognizes that each Steward and/or Committee member 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 or Committee member shall leave his/her work without obtaining the permission of his/her supervisor, which permission shall be given within a reasonable amount of time. Such permission shall not be unreasonably withheld.

The Employer agrees to co-operate with Stewards in the performance of their duties, while investigating disputes and presenting adjustments/settlements as provided in this article.

The Union Stewards or committee member shall have the right to conduct investigations and attend grievance meetings held within the employees working hours without loss of remuneration.

7.05 Definition of Grievance

A grievance is defined as a difference between an employee and the Employer or between the parties hereto related to the interpretation, application, administration or alleged violation of this agreement, including any question as to whether or not a grievance is arbitral.

7.06 Settling of Grievance

It is understood that the following formal grievance process does not preclude any employee from trying to solve informally with their supervisors any workplace related concerns.

Step 1

The grievance procedure will be initiated within eight (8) working days after the circumstances giving rise to the grievance have or ought reasonably to have come to the attention of the employee(s) or Union. The employee and/or Steward would submit to the Supervisor, a written statement indicating the nature of the grievance and/or the article of the collective agreement claimed to have been violated as well as the redress sought. The Supervisor shall render his/her decision in writing within five (5) working days.

Step 2

Failing a settlement being reached at Step 1, the Grievance Committee will submit the written grievance to the Administrator, within five (5) working days who shall arrange a Step 2 grievance meeting with the grievance committee and employee within five (5) working days. The Administrator shall render his/her decision in writing within five (5) working days after the Step 2 grievance meeting.

Step 3

Failing a satisfactory settlement being reached at Step 2, either party shall refer the dispute to arbitration within twenty (20) working days of the receipt of the Second Step Grievance reply.

7.07 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.

7.08 Policy Grievances

A grievance will be initiated at Step 2 where a dispute involving a question of general application or interpretation of the Collective Agreement occurs.

7.09 Group Grievance

The Union shall have the right to initiate a grievance at Step 2 on behalf of a named group of employees and to seek adjustment with the Employer in the manner provided in the Grievance Procedure.

7.10 Deviation from Grievance Procedure

After a grievance has been initiated by the Union, neither the Employer's representative nor the grievor shall enter into discussion or negotiation with respect to the grievance, without the consent of the Union.

7.11 Expedited Grievance Arbitration for Terminations/Suspensions

Termination/suspension grievances will be initiated at Step 2 within eight (8) working days and failing resolution will be referred to Arbitration within fifteen (15) working days from the Step 2 reply.

7.12 Employer Grievance

The Employer shall have the right to initiate a grievance at Step 2.

7.13 Meeting Rooms for Grievances

The Union understands that so far as possible all activities of the Stewards shall be carried on outside of their regular working hours, unless mutually agreed. 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.

7.14 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 8 - ARBITRATION

8.01 Referral to Arbitration

It is agreed by the parties hereto that any difference of opinion relating to the interpretation, application, administration or alleged violation of this collective

agreement, including any question as to whether a matter is arbitrable, 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 twenty (20) working days and such notice shall contain the name of the party'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 nominees. Should either party fail to name their nominee within five (5) working days or should the nominees fail to appoint a Chairman 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.

8.02 Payment for Board of Arbitration

Each of the parties hereto shall bear the expense of the arbitrator 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.

8.03 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 or consider any matter not covered by a provision 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.

8.04 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 and the decision shall be final and binding. The decision of the majority shall be the decision of the Arbitration Board, but if there is no majority decision, the decision of the Chairman will govern.

8.05 Time Limits

The time limits set out in the Grievance and Arbitration Procedures herein are mandatory and failure to comply strictly with such time limits except by the written agreement of the parties shall result in the grievance being deemed to have been abandoned subject only to the provisions of Section 48 (16) of The Labour Relations Act.

8.06 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 (1/2) of the fees and expenses of the arbitrator and any costs of the place of hearing of such arbitration if and when the necessity arises.

ARTICLE 9 – DISCHARGE, SUSPENSION AND DISCIPLINE

9.01 Discipline, Suspension and Discharge Letters

Copies of all discipline letters including warnings, suspensions and terminations will be provided to the President of the local Union.

9.02 Right to have the Steward Present

An employee who is subject to formal disciplinary action, which is to be recorded in the employee's personnel file shall be entitled at their request to have a Union Steward present at the time such discipline is given.

9.03 Discharge Grievance

Where an employee who has completed their probationary period is discharged from employment and the employee alleges that she was discharged without just cause the case may be taken up as a grievance.

Discharge grievances will be settled by confirming the Employer's action or by reinstating the employee in a manner that is just and equitable in the opinion of the conferring parties or the board of arbitration, as the case may be.

9.04 Clearing the File

The disciplinary record of an employee shall be removed from their file and shall not be used against them at any time after eighteen (18) months following the imposition of a suspension or disciplinary action, provided that there is no recurrence of disciplinary action within the eighteen (18) month period. The Union and the Employer mutually agree that all disciplinary records in regards to resident abuse will remain on file permanently. Leaves of absence in excess of forty-five (45) continuous calendar days will not count towards the eighteen (18) month period.

9.05 Access to Personnel File

Upon giving reasonable written notice, an employee shall have the opportunity to review the contents of their personnel file at a mutually agreeable time in the presence of an Employer representative, once per year.

ARTICLE 10 – SENIORITY

10.01 Definitions of Seniority and Service

Seniority for the purposes of this agreement shall operate on a bargaining unit basis and shall include service with the Employer prior to the certification or recognition of the Union.

Seniority for full-time employees is defined as the length of service with the Employer since the last date of hire. Seniority for part-time employees shall accumulate on the basis of hours paid except as expressly provided in this agreement. It is recognized that 1950 hours paid is equivalent to one year of seniority. Notwithstanding the foregoing, it is agreed that a part-time employee cannot accrue more than 1950 hours paid in a calendar year, the equivalent of one year of seniority and service, for any seniority or service purpose under the collective agreement including wage grid progression.

Seniority, as referred to in this agreement, shall be observed on a unit-wide-basis and shall be used as a factor in determining preference or priority for transfer, promotion, layoff and recall subject to the express provisions of the collective agreement.

10.02 Seniority List

Separate Seniority lists, by classification, will be maintained for the Nursing Home, the Retirement Home, and Common Services.

Updated seniority lists shall be sent to the Union and posted on the union bulletin board January and July of each year.

Employees have thirty (30) calendar days after bi-annual posting to identify any errors in the seniority lists. If there are no disputes within the identified time limits the seniority lists will be deemed correct as posted.

An employee's name shall not be placed on the seniority list until she has completed her probationary period as outlined in Article 10.03.

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 job postings and layoffs. For job postings, the seniority of the bargaining unit applicants will be updated to the end of the pay period prior to the pay period during which the

job was posted. For layoffs, the seniority list will be updated to the end of the pay period prior to the pay period during which the notice of layoff was given.

10.03 Probationary Employees

Newly hired employees into the bargaining unit must complete a probationary period of four hundred and fifty (450) hours worked.

An employee shall not accumulate seniority during the probationary period, but upon successful completion of the probationary period, the employee shall be credited with seniority from the date of last hire.

10.04 Loss of Seniority

An employee shall lose seniority and be deemed terminated in the event of:

- a) A discharge for just cause without reinstatement.
- b) A voluntary resignation that is not rescinded within twenty-four (24) hours.
- c) Absence from work in excess of three (3) scheduled shifts without reasonable cause and without notifying the Employer, unless providing such notice was not reasonably possible.
- d) Failure to return to work within seven (7) calendar days following a layoff after being notified by registered mail to do so, unless resulting from illness or other just cause. It shall be the responsibility of the employee to keep the Employer informed of their current address.
- e) Lay off in excess of twenty-four (24) months or on the date the employee elects to receive termination or severance pay, whichever is earlier.
- f) Failure to return to work after the completion of a leave of absence granted by the Employer unless through sickness or reasonable cause of which the employee must notify the Employer prior to the end of their leave of absence.
- g) Utilize a leave of absence for a purpose other than that for which it was granted.

An employee shall not lose their established seniority if absent from work because of sickness, accident, lay-off, or leave of absence approved by the employer.

10.05 Transfers within Bargaining Unit

If an employee transfers from part-time to full-time, the following method shall be used to calculate seniority: 1950 hours paid equals one (1) year.

If an employee transfers from full-time to part-time, the following method shall be used to calculate seniority: one (1) year equals 1950 hours paid.

10.06 Transfers outside Bargaining Unit

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 be credited with seniority during the time worked outside the bargaining unit.

10.07 Effect of Absence (Full-Time)

Whenever they are used in the Collective Agreement, the terms seniority and service shall be defined as per Article 10.01 subject to the following conditions:

- a) It is understood that during an approved absence not paid by the Employer not exceeding thirty (30) continuous calendar days or any approved absence paid by the Employer, both seniority and service will accrue.
- b) During an absence not paid by the Employer exceeding 30 continuous calendar days other than an absence under the pregnancy and parental provisions and Family Medical Leave credit for service for purposes of salary increment, vacation, sick leave, or any other benefits under any provisions of the collective Agreement elsewhere, shall be suspended; the benefits concerned appropriately reduced on a pro-rata basis and the employee's anniversary date adjusted accordingly. In addition, the employee will become responsible for full payment of subsidized employee benefits in which she is participating for the period of the absence.
- c) It is further understood that during such leave of absence not paid by the Employer, credit for seniority for purposes of promotion, demotion, transfer or lay-off shall be suspended and not accrue during the period of absence. Notwithstanding this provision seniority shall accrue for a period of eighteen (18) months if an employee's absence is due to a disability resulting in WSIB benefits.
- d) Benefits/WSIB, Paid Leave

The Employer shall continue to pay its share of premiums for benefit plans for employees who are on paid leave of absence or WSIB if the employee continues her contribution towards said benefits. It is understood that the obligation of the Employer to pay the aforesaid benefits while on WSIB

shall continue for up to eighteen (18) months following the date of the injury. It is further understood that in the case of sick leave, the Employer will continue to pay its share of premiums for the month in which the leave commences and the following month.

ARTICLE 11 – JOB POSTINGS

11.01 Where a permanent vacancy occurs or a new position is created in the bargaining unit which the Employer requires to be filled or a temporary vacancy of more than six weeks is anticipated or expected, which the Employer requires to be filled, the Employer will post notice of such permanent vacancy, new position or temporary vacancy on the union designated bulletin boards for seven (7) calendar days in order that any interested Employee may apply. Subsequent vacancies created as a result of the operation of this provision need only be posted for three (3) calendar days.

11.02 The Union President shall be notified of all promotions, demotions, hiring, transfers, layoff, recalls, resignations, retirements, deaths or other terminations of employment.

11.03 Temporary vacancies anticipated to be less than six (6) weeks duration shall not be posted, unless otherwise agreed between the Employer and the Union.

11.04 The name of the successful applicant for a permanent vacancy, new position or posted temporary vacancy shall be posted on the union designated bulletin boards.

11.05 Postings shall contain the following information: classification, qualifications, rate of pay, shift(s) and the location concerned.

11.06 For Employees other than Registered Nurses

In cases where two or more employees apply, seniority shall be used in determining preference or priority when the employees concerned have the required ability, experience and qualifications for the job.

In the event that there are no qualified candidates within the bargaining unit, the Employer reserves the right to hire a person from outside the bargaining unit to fill the vacancy.

For Registered Nurses

In all cases of job postings under Article 11.01 above, the following factors shall be considered:

(a) skill and ability;

(b) seniority

Where the factors in (a) are relatively equal, seniority shall govern.

In the event that there are no qualified candidates within the bargaining unit, the Employer reserves the right to hire a person from outside the bargaining unit to fill the vacancy.

- 11.07** A vacancy which is reasonably expected to last more than six (6) weeks will be posted stating that the position is limited and shall indicate the estimated duration of the limited job. Upon termination of a limited job, the employee filling the vacancy shall be returned to the classification and job location in which she last worked. In the event that a part-time employee is the successful applicant, the said employee shall retain 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 her temporary position. It is further understood that a full-time employee may not apply or be considered as an applicant for a temporary part-time or a temporary full-time vacancy, unless such vacancy is known to extend for nine (9) months or longer.
- 11.08** The Employer shall have the right to fill any permanent vacancy, new position, or temporary vacancy on a temporary basis until the posting procedure provided herein has been complied with and arrangements have been made to permit the successful applicant selected to fill the new vacancy, new position or temporary vacancy to be assigned to do the job.
- 11.09** No outside person shall be interviewed until employees have had an opportunity to apply as provided in 11.01. However, if no applications from qualified employees are received by the end of the seventh calendar day of posting, the Employer may start proceedings to interview applications from outside the bargaining unit.
- 11.10** The successful applicant to a job posting will be placed on a trial for a period of one hundred and fifty (150) working hours. Conditional on satisfactory service, such trial promotion shall become permanent after the period of one hundred and fifty (150) working hours. In the event that the successful applicant proves unsatisfactory in the position during the aforementioned trial period, or if the employee wishes to return to her former position, she shall be returned to her former position and salary without loss of seniority. 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.

Employees applying for positions must commit to a trial period of not less than two (2) weeks.

11.11 Postings While on Vacation

When an employee will be absent on vacation, the employee may advise the Human Resources 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 pursuant to 11.01 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.

11.12 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. 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 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.

11.13 Permanent Transfers

- (a) If an employee is permanently transferred or reclassified through the job posting process to a higher rated paying classification, she shall be placed on the level of the wage grid of the higher rated classification which first represents an increase above the wage rate that she was receiving in her prior classification. Progression thereafter on the wage grid of the higher rated classification shall date from the date the transfer becomes effective.
- (b) If an employee is permanently transferred to a lower rated paying classification due to a reduction in staff, inability to perform his work as required, at the employee's request, or any other reason as determined by the Employer acting within the scope of Article 3, the employee will

receive the corresponding rate for the classification to which she was transferred. Job seniority or service for pay purposes shall include seniority/service on the job he is being transferred from. Progression thereafter on the wage grid of the lower rated paying classification shall date from the date the transfer becomes effective.

ARTICLE 12 – LAYOFFS AND RECALLS

12.01 Definition

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

12.02 Layoff Notice

- a) In the event of a proposed layoff of a permanent or long-term nature, the Employer will provide the Union with at least six (6) weeks notice. This notice is not in addition to required notice for individual employees.
- b) In the event of a layoff of a permanent or long-term nature, the Employer will provide affected employees with notice in accordance with the Employment Standards Act. However, the Employment Standards Act will be deemed to be amended to provide notice to the affected employee as follows:

If her service is greater than:

9 years	9 weeks notice
10 years	10 weeks notice
11 years	11 weeks notice
12 years	12 weeks notice

- c) In the event of a proposed layoff of a permanent or long-term nature, The Employer will meet with the Union through the Labour Management committee to review the reasons and expected duration of the layoff, any possible alternatives to layoff, any realignment of service or staff and its effect on employees in the bargaining unit.

12.03 Lay-off Procedure

In the event of a lay-off, the employer shall lay-off employees in reverse order of their seniority within their classification, provided that there remain on the job employees who have the ability and qualifications to perform the work.

- a) An employee who is subject to lay-off shall have the right to either:
 - i) Accept the lay off; or

- ii) **Displace an employee who has**
 - **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 the lay off is qualified for and can perform the duties without training or orientation**
- iii) **For the purpose of the operation of clause a) ii), laid off part-time employees shall not have the right to displace full-time employees.**

The decision of the employee to choose (i) or (ii) above shall be given in writing to the Administrator within one calendar week following the notification of lay-off. Employees failing to do so will be deemed to have accepted the lay-off.

12.04 Recall Rights

- a) **An employee shall have opportunity of recall from a lay-off to an available opening provided that the opening was first posted under the posting procedure, in order of seniority, provided she has the ability and qualifications to perform the work.**
- 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 sole responsibility of the employee who has been laid off to notify the employer of his/her intention to return to work within five (5) calendar days (exclusive of Saturdays, Sundays and Paid Holidays) after being notified to do so by registered mail, addressed to the last address on record with the Employer (which notification shall be deemed to have been received after the second day following the date of mailing) and return to work within seven (7) calendar days after being notified (subject to the exemption in 10.04 (d)). The notification shall state the job to which the employee is eligible to be recalled and the date, time and location at which the employee shall report for work. The employee is solely responsible for his proper address being on record with the Employer.**

(Note: For purposes of layoff and recall, full-time and part-time seniority will be deemed to be merged. It is understood and agreed that if a part-time employee bumps a full-time employee, the part-time employee is accepting the full-time position. If a full-time employee bumps a part-time employee the full-time employee is accepting the part-time position only.)

12.05 Grievance on Layoff and Recalls

Grievances concerning layoffs shall be initiated at step 2 of the Grievance Procedure.

ARTICLE 13 - HOURS OF WORK

13.01 Nothing in this provision or in this collective agreement shall be construed as a guarantee of the hours of work to be performed per day or per week or of the days of work per week.

13.02 All employees shall be permitted a paid rest period of fifteen (15) consecutive minutes in respect of a seven-and-one-half (7-1/2) hour shift both in the first half and second half of that shift.

- Shifts of duration 3.75 hours worked up to and including 6.5 hours worked – one (1) fifteen (15) minute paid rest break
- Shifts of duration over 6.5 hours of work – two (2) fifteen (15) minute paid rest breaks

Additional Rest Periods

An employee who works a second consecutive full shift shall be entitled to the normal rest periods and meal period for a second tour.

13.03 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.

13.04 The normal paid hours of work for a regular full-time employee shall normally be seventy-five (75) hours per two (2) week period averaged over the duty roster schedule.

A regular full-time employee shall normally work eight (8) hours per day inclusive of a thirty (30) minute un-paid lunch period.

A regular part-time employee's hours of work shall be as assigned, however, a full-time or part-time employee who completes five (5) hours of work shall be entitled to a thirty (30) minute un-paid lunch period.

13.05 The parties agree that it is necessary to provide the facility with twenty- four (24) hours continuous service during the seven (7) days in each week and those hours of work, shifts and schedules need to be arranged to provide that coverage. The Employer will endeavour to avoid changes to schedules after they are posted but in the event that changes become necessary, twenty-four (24) hours' prior notification will be provided to part-time employees affected and forty-eight (48) hours' prior notification will be provided to full-time employees affected.

The hours of each employee shall be posted in an appropriate place at least two (2) weeks in advance.

- 13.06 a) The following outlines the scheduling of hours of regular full-time employees in the bargaining unit and where practicable, the Employer shall endeavour to arrange shift schedules so that a full-time employee
- i) is not scheduled to work more than six (6) consecutive days (unless the Employer and the employee agree otherwise, such agreement to be reduced to writing and subject to cancellation with two weeks' notice);
 - ii) has alternate weekends off (unless the Employer and the employee agree otherwise, such agreement to be reduced to writing and subject to cancellation with two weeks' notice).
- b) The following outlines the scheduling of hours of regular Part-time employees in the bargaining unit. Where practicable, the Employer shall endeavor to arrange shift schedules so that a Part-time employee is not scheduled to work more than six (6) consecutive days except where the Employer and employee agree otherwise. Where such agreement is for a longer duration than a single schedule, the agreement is to be reduced to writing and subject to cancellation with four weeks' notice. It is understood that this provision does not apply to the Activity or Environmental Services Department.
- 13.07 In the event employees of their own accord, for their own convenience exchange scheduled shifts with one another, the Employer requires signed statements from such employees to be given to the supervisor or designate at least seventy-two (72) hours prior to the requested exchange. The employer shall not be responsible or liable for overtime rate claims and non-compliance with the above provisions that might arise or accrue as a result of the exchange of shifts. The Employer's approval of such exchanges will not be unreasonably withheld.
- 13.08 The Employer agrees that there shall be no split shifts.
- 13.09 With the exception of classifications or areas in which employees currently have less than sixteen (16) hours off between shifts, employees shall be permitted a minimum of sixteen (16) hours off between the end of one shift and the commencement of the next shift.
- 13.10 The Employer shall endeavour to schedule employees off on either Christmas or New Year's Day.

ARTICLE 14 - OVERTIME AND PREMIUM PAYMENTS

14.01 Overtime for employees shall be paid for all hours worked in excess of seven and a half (7.5) hours in a shift or seventy-five (75) hours bi-weekly at the rate of one and one-half (1-1/2) times the employee's regular straight time hourly rate of pay.

All overtime must be authorized by the Employer.

14.02 Employees who work overtime will not be required to take time off in regular hours to make up for overtime worked.

14.03 Call-In

a) Call-in shall mean the calling in to work at the Employer's request of an employee who is not scheduled to work as per the posted schedule.

b) Except in circumstance where there is insufficient time to call employees, where part-time employees are available to work at straight time, they will be called prior to contracting work to agency staff.

14.04 An employee who reports to work as scheduled or is called in to work on her assigned day off and reports as requested by the Employer and no work is available, shall receive a minimum of four (4) hours pay at her regular straight time hourly rate. The Employer may instead elect to assign the employee to any other work which the Employer determines the employee is able to perform. This reporting allowance shall not apply in the event of an emergency which disrupts the normal operations of the Employer or whenever an employee has received prior notice not to report to work, nor shall it apply to employees returning to work without notice after absence.

14.05 Overtime premium shall not be duplicated nor pyramided nor shall other premiums be duplicated or pyramided nor shall the same hours worked be counted as part of the normal work week and also as hours for which the overtime premium is paid. There shall be no pyramiding of overtime pay, holiday pay and sick leave pay.

14.06 Distribution of Overtime:

In the event that the Employer has not been able to fill a shift or part thereof at straight time hourly rates of pay and the Employer offers the work as overtime work, the Employer will offer the overtime work in order of seniority to full-time employees within the classification and work area (ie. Retirement Home or Nursing Home) who are willing and qualified to perform the work that is available. Once the overtime has been offered to the full-time employees, the Employer will offer the overtime work in order of seniority to part-time employees within the classification and work area (ie. Retirement Home or Nursing home) who are willing and qualified to perform the work that is available and then to casual part-time employees within the classification and work area (ie. Retirement Home and

Nursing Home) who are willing and qualified to perform work that is available. For clarification: those employees working in classifications in both Nursing Home and Retirement Home (for example, Dietary Aide), overtime will be distributed as above.

ARTICLE 15 – HOLIDAYS

15.01 List of Holidays

The Employer recognizes the following holidays

New Year's Day	Canada Day
Victoria Day	Thanksgiving Day
Family Day	Labour Day
Boxing Day	Christmas Day
Good Friday	Civic Holiday (effective commencing in 2015)

A full-time, part-time or casual part-time employee with one year or more of service shall be entitled to an additional "float" holiday starting in each calendar year following the 1st anniversary date of employment, as per status quo. For part-time and casual part-time employees, holiday pay for the float holiday will be calculated in accordance with the formula set out in the Employment Standards Act. As per status quo, this float holiday does not apply to temporary or seasonal employees, summer students or Human Resource Development Career Placement Students.

Effective commencing two full pay periods following January 28, 2019, the date of the arbitration award, part-time employees, including casual part-time employees and students employed through the school year, will cease to be paid holiday pay under Article 15 and this Article 15.01 will cease to have any application to these employees.

15.02 Holidays Falling on Weekend

The above named holidays will be celebrated on the day on which they fall except where any Federal, Provincial or Municipal proclamation or legislation provides otherwise.

15.03 Holiday Pay Qualifications and Pay for Time Not Worked

Up until two full pay periods following January 28, 2019, the date of the arbitration award, the provisions of the Employment Standards Act shall apply to part-time employees. Effective commencing two full pay periods following January 28, 2019, the date of the arbitration award, part-time employees, including casual part-time employees and students employed through the school year, will cease to be paid holiday pay and this Article 15.03 will cease to have any application to these employees.

A full-time employee has no entitlement to holiday pay if he or she fails, without reasonable cause, to work all of his or her last regularly scheduled day of work before the holiday or all of his or her first regularly scheduled day of work after the holiday.

The pay for a full-time employee who qualifies for holiday pay will be based on a normal day's scheduled hours at the employee's straight time hourly rate. Where a holiday falls on a full-time employee's regularly scheduled day off and the full-time employee qualifies for holiday pay in accordance with this provision, the full-time employee will be paid holiday pay or she may elect in writing to take a lieu day off with pay on a date mutually agreed between the employee and the Employer falling within ninety (90) days following the holiday. If the full-time employee does not request the lieu day or the lieu day is not taken within ninety (90) days, the employee shall be paid her entitled holiday pay. If sufficient replacement staff are available and provided the request is made prior to the posting of the schedule, the Employer will not unreasonably deny a request of a full-time employee to take her lieu day on weekends if the Employer can satisfy its staffing and operational requirements.

15.04 Payment for Work on a Holiday

An employee who is required to work on any of the above-named holidays will be paid at the rate of one and one-half (1-1/2) times the employee's regular straight time hourly rate of pay for all hours worked on the holiday and at the employee's written request, the employee shall receive another day off with pay in accordance with the Employment Standards Act, in lieu of holiday pay, at a time mutually agreed between the employee and the Employer. If the employee does not request the lieu day or the lieu day is not taken within ninety (90) days, the employee shall be paid her entitled holiday pay. If sufficient replacement staff are available as per the submitted "Availability List" and provided the request is made prior to the posting of the schedule, the Employer will not unreasonably deny a request of an employee to take her lieu day on weekends if such request falls within the quota of maximum staff off at any one time (including vacation and other leaves of absence).

Effective commencing two full pay periods following January 28, 2019, the date of the arbitration award, this Article 15.04 will apply to full-time employees only.

15.05 Where an employee is not entitled to holiday pay but is required to work on that day, the employee will receive pay at the rate of time and one-half (1-1/2) the employee's regular hourly rate for every hour worked on that day.

15.06 Effective commencing two full pay periods following January 28, 2019, the date of the arbitration award, If a part-time employee, including casual part-time employees and students employed throughout the school year, works on a fixed non-float holiday listed in Article 15.01, the part-time employee will be paid one

and one-half times (1 ½ x) her regular straight time hourly rate of pay for all hours worked on the holiday.

15.07 Definition of Holiday

For the purpose of clarity, a holiday is defined as the period beginning with the shift commencing after 2300 on the evening preceding the holiday and ending at 2300 on the holiday.

ARTICLE 16 – VACATION ENTITLEMENT

16.01 Vacation entitlement is as follows:

Full-Time

2 weeks leave with vacation pay of 4% gross earnings after 1 year of service as a full-time employee and until 5 years of service as a full-time employee

3 weeks leave with vacation pay of 6% of gross earnings after 5 years of service as a full-time employee

4 weeks leave with vacation pay of 8% of gross earnings after 10 years of service as a full-time employee

Effective January 1, 2015, the Board awards the introduction of a 5 week vacation leave with vacation pay of 10% of gross earnings after 18 years of service as a full-time employee.

Effective January 1, 2016, full-time employees will be given credit for their prior part-time service for purposes of their full-time vacation service, on the basis that 1950 hours of prior part-time service equals one year of full-time vacation service. Partial years are also credited on a pro-rated basis. Thereafter a full-time employee's vacation entitlement is based upon their total service, both as a full-time and as a part-time employee. The Memorandum of Agreement dated October 6, 2015 and attached to this collective agreement sets out the rules governing the implementation of this prior part-time service credit.

Effective in the 2016 Year:

Effective in the 2016 year, the vacation year, the method of determining annual vacation entitlement and the timing of the payout of vacation pay will be changed as described below for those employees who were hired as full-time employees or who posted into a full-time position prior to January 1, 2013. For those employees who were hired as full-time employees or who posted into a full-time position on or after January 1, 2013, these changed rules came into effect for the 2013 and subsequent years.

The Letter of Understanding Re: Vacation which is attached to and forms part of this collective agreement sets out the method of transition to this new vacation structure and the rules with regard to this new system.

The following provides a summary to be read in conjunction with the Letter of Understanding Re: Vacation:

- a) The vacation year is the twelve month period from January 1 to December 31st.
- b) The vacation pay that a full-time employee accrues in a vacation year will be paid out in the following vacation year.
- c) When a full-time employee achieves the required service for a higher level of vacation entitlement and pay, the employee will commence accruing the higher vacation pay percentage as of the date on which she achieved the required service, with such higher level of vacation pay to be paid out in the following vacation year. The additional week of vacation time off entitlement that a full-time employee earns upon achieving the required service will be taken in the vacation year following the year in which the employee achieved the required service.
- d) Accordingly, vacation entitlement for full-time employees is as follows:
 - i) Full-time employees who have completed one (1) year of continuous service as a full-time employee but less than five (5) years of continuous service as a full-time employee shall be entitled to two (2) weeks vacation pay at 4% of gross earnings wages earned in the prior vacation year.
 - ii) Full-time employees who have completed five (5) years of continuous service as a full-time employee shall be entitled in the following vacation year to vacation pay of 6% of gross earnings earned subsequent to achieving the required 5 years of service and to three (3) weeks of vacation entitlement
 - iii) Full-time employees who have completed ten (10) years of continuous service as a full-time employee shall be entitled in the following vacation year to vacation pay of 8% of gross earnings earned subsequent to achieving the required 10 years of service and to four (4) weeks of vacation entitlement.
 - iv) Full-time employees who have completed eighteen (18) years of continuous service as a full-time employee shall be entitled in the following vacation year to vacation pay of 10% of gross earnings earned subsequently to achieving the required 18 years of service and to five (5) weeks of vacation entitlement.

Part Time

- a) Part time employees receive vacations as per the Employment Standards Act except as amended below:

Effective January 1, 2015, after achieving 9,750 hours of service, a part-time employee is entitled to vacation pay of 6% of gross earnings and 3 weeks vacation leave.

Effective January 1, 2016, after achieving 19,500 hours of service, a part-time employee is entitled to vacation pay of 8% of gross earnings and 4 weeks vacation leave.

Effective January 1, 2017, after achieving 35,100 hours of service, a part-time employee is entitled to vacation pay of 10% of gross earnings and 5 weeks vacation leave.

- b) When a part-time employee achieves the required service for a higher level of vacation entitlement and pay, the employee will commence accruing the higher vacation pay percentage as of the date on which she achieved the required service. The additional week of vacation time off entitlement that a part-time employee earns upon achieving the required service will be taken in the vacation year following the year in which the employee achieved the required service.

16.02 Vacation schedules shall be in order of seniority subject to the service requirements in each Department. A vacation form shall be posted by the Employer between September 1st and October 1st for the selection of vacation weeks falling between January 15th and May 31st of the following year. A second form shall be posted by the employer between February 1st and March 31st for the selection of vacation weeks falling between June 1st and December 15th. During these periods the employees shall note on the list their first and second choice of dates for their vacation. An employee submitting a late request cannot utilize her seniority to displace an employee who submitted a timely request (October 1st and March 31st). The Employer shall post the final schedule by November 1st and May 1st respectively. It is understood that regular full-time employees will have first opportunity for vacation.

Vacation will not be granted during the period of December 15th to January 15th.

- 16.03 An employee shall receive an unbroken period of vacation (i.e. at a minimum of one (1) week blocks) unless mutually agreed upon between the employee and the Employer.
- 16.04 If a paid holiday falls or is observed during an employee's vacation period, she shall be allowed an additional vacation day with pay at a time mutually agreed upon between the employee and Employer and the employee will receive holiday pay in accordance with Article 15.

- 16.05 During the prime summer vacation period of June 15th to September 15th, an employee will not be granted more than two (2) weeks of vacation. An employee may be allowed to request 3 weeks vacation if such employee is vacationing outside of the country and other employees' vacations are not adversely affected.
- 16.06 An employee terminating employment at any time in the vacation year prior to using their vacation shall be entitled to a prorated payment of wages in lieu of such vacation.

16.07 Sickness Before Vacation

It is understood that the Employer will attempt to reschedule vacation for an employee whose vacation would be interrupted by a serious illness, occurring immediately prior to the scheduled vacation, if requested by the employee.

16.08 Sickness During Vacation

Where an employee's scheduled vacation is interrupted due to a serious illness requiring the employee to be an in-patient in a hospital, the period of such hospitalization shall be considered sick leave provided the employee provides a satisfactory documentation of the illness and the hospitalization. The portion of the employee's vacation which is deemed to be sick leave under the above provision will not be counted against the employee's vacation credits.

- 16.09 Effective January 1, 2016, when an employee transfers from part-time to full-time, the employee will be credited with her part-time service for the purposes of full-time vacation entitlement accrual thereafter on the basis of 1950 hours of part-time service equals one (1) year of full-time service. Partial years will be credited on a pro-rata basis. If an employee transfers from full-time to part-time, the employee will be credited with her service for the purposes of her part-time vacation entitlement on the basis of one (1) year of full-time service equals 1950 hours of part-time service.

ARTICLE 17 – SICK LEAVE

- 17.01 The Employer will maintain the existing Sick Leave Plan, and the administration thereof, on a status quo basis during the term of the collective agreement.

Without limiting the generality of the foregoing, and for summary purposes only, full-time employees who have completed their probationary period will accumulate one-half (1/2) sick day credit per month to a maximum accumulation of thirty (30) days, to be utilized for personal illness. As per status quo, this benefit does not apply to temporary or seasonal employees, summer students, or Human Resource Development Career Placement Students.

ARTICLE 18 – LEAVE OF ABSENCE

18.01 Compassionate Leave

- a) Upon the death of an employee's spouse or child an employee will be granted compassionate leave for up to four (4) days without loss of pay for any scheduled hours, ending with the day after the funeral.
- b) Upon the death of an employee's parent, grandparent, grandchild, son-in-law, daughter-in-law, brother, sister, brother-in-law, sister-in-law, mother-in-law, father-in-law, an employee will be granted compassionate leave for up to three (3) days without loss of pay for any scheduled hours, ending with the day after the funeral.
- c) Upon the death of an employee's aunt, uncle, niece or nephew an employee will be granted compassionate leave for up to one (1) day without loss of pay for any scheduled hours to attend the funeral.
- d) Pay under a), b), and c) will only be granted for the days for which the employee was scheduled to work.
- e) Where the burial occurs at a location that is more than 350 miles away, the employee may be provided with up to two (2) additional days of unpaid leave where such additional days are necessary for travel.
- f) In the event of a memorial service or interment separate from the above, an employee may save one of the days identified in a) and b) without loss of pay to attend the service or interment.

18.02 Personal Leave

- a) Except in an emergency, an employee may request a leave of absence without pay provided he or she gives the Employer at least fourteen (14) days' notice in writing. The notice shall set out the reasons for the leave and proposed date of departure and date of return to work.
- b) All accumulated paid holidays and vacation time must be used before a personal leave of absence is granted. Employees will not be granted personal leave in order to receive extended vacation time or for the purpose of extra vacation.

Such leave shall not be unreasonably denied.

18.03 Pregnancy and Parental Leave

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

- a) i) An employee who is pregnant shall be entitled, upon application, to pregnancy leave and parental leave immediately thereafter. Pregnancy leave shall be granted for 17 weeks as provided in the Employment Standards Act, and may begin no earlier than 17 weeks before the expected birth date.
- The employee shall give the Employer two (2) weeks notice, in writing, of the day upon which she intends to commence her leave of absence, unless impossible, and furnish the Employer with a certificate of a legally qualified medical practitioner stating that she is pregnant and giving the estimated day upon which delivery will occur.
- ii) The employee must have started employment with her Employer at least thirteen (13) weeks prior to the expected date of birth.
- iii) The employee shall give at least two (2) weeks' notice of her intention to return to work. The employee may, with the consent of the Employer, shorten the duration of the leave of absence requested under this Article upon giving the Employer four (4) weeks notice of her intention to do so.

Additional leave of absence may be taken under i) Parental Leave.

- b) An employee who does not apply for leave of absence under Article 18.03 (a) i) and who is otherwise entitled to pregnancy leave, shall be entitled to and shall be granted leave of absence in accordance with Article 18.03 (a) i) upon providing the Employer, before the expiry of two (2) weeks after she ceased to work, with a certificate of a legally qualified medical practitioner stating that she was not able to perform the duties of her employment because of a medical condition arising from her pregnancy, and giving the estimated day upon which, in his opinion, delivery will occur or the actual date of her delivery.
- c) An employee who intends to resume her employment on the expiration of the leave of absence granted to her under this Article shall so advise the Employer when she requests the leave of absence. If a full-time employee returns to work at the expiry of the normal pregnancy or parental leave, and the employee's former permanent position still exists, the employee will be returned to her former job, and former shift if her shift was designated.
- All employees who fill vacancies as a result of the above absences shall likewise be returned to their former permanent positions.
- d) When the Employer has suspended or discontinued operations during the leave of absence and has not resumed operations upon the expiry thereof,

the Employer shall upon resumption of operations, reinstate the employee to her employment or to alternate work in accordance with the established seniority system or practice of the Employer in existence at the time the leave of absence began and in the absence of such a system or practice shall reinstate the employee in accordance with the provisions of 18.03 c).

- e) Such absence is not an illness under the interpretation of this Agreement, and sick leave credits cannot be used.
- f) Credits for service for the purpose of salary increments, vacations, or any other benefit included and prescribed under the Employment Standards Act shall continue and seniority shall accumulate during the leave.
- g) During the period of leave, the Employer shall continue to pay the Employer's portion of hospital, medical, dental, group life, pension and other benefits included and prescribed by the Employment Standards Act provided that the employee makes an election in writing at least two (2) weeks in advance of commencement of the leave to continue the employee's share of the benefit contributions.

It is understood that an employee who makes an election to continue her contribution towards benefits under this provision, shall provide the Employer with payment for the amount required on or before the first day of the month in which payment is due.

Where an employee makes such election to continue her contribution towards the benefits, but then falls into arrears by one month's payment of her contribution, the benefit coverage will be discontinued and the Employer will cease to be under any obligation to continue its share of the benefit premiums.

- h) Upon expiry of seventeen (17) weeks pregnancy leave, an employee may immediately commence parental leave, as provided under 18.03 i), the Parental Leave provisions of this agreement. The employee shall give the Employer at least two (2) weeks' notice, in writing that she intends to take parental leave.
- i) Parental Leave
 - i) An employee who becomes a parent, and who has been employed for at least thirteen (13) weeks immediately preceding the date of the birth of child or the date the child first came into care or custody of the employee, shall be entitled to parental leave.
 - ii) A "parent" includes: the natural mother or father of the child; a person with whom a child is placed for adoption and a person who is in a relationship with the parent of the child and who intends to treat the child as his or her own.

- iii) Parental leave must begin no later than fifty-two (52) weeks after the day the child is born or comes into the custody, care and control of the parent for the first time. For employees on pregnancy leave, parental leave will begin immediately after pregnancy leave expires. Parental leave shall be granted for up to thirty-five (35) weeks in duration if the employee also took pregnancy leave and thirty-seven weeks in duration if she did not.
- iv) The employee shall give the Employer two (2) weeks written notice of the date the leave is to begin.

An employee may end her parental leave as set out in paragraph iii) above (or earlier) by giving the Employer written notice at least four (4) weeks before the last day of the leave.

- v) For the purposes of Parental Leave the provisions under 18.03 c), d), e), f), g) and h) shall also apply.

18.04 Jury Duty

The Employer shall grant leave of absence without loss of seniority and benefits to an employee who serves as a juror or a subpoenaed witness in any Court in which the Crown is a party. The Employer shall pay such an employee the difference between her normal earnings and the payment received for jury service or court witness, excluding payment for travelling, meals or other expenses provided that the employee notifies the Administrator immediately upon receipt by the employee of notification that she will be required to attend and further provided that the employee presents proof of service and the amount of pay received.

Employees who have completed their court or coroner's inquest duty during the first half of their scheduled shift shall return to work.

18.05 Family Medical Leave and Emergency Leave

The Employer will provide Family Medical Leave and Emergency Leave in accordance with the Employment Standards Act.

18.06 Union Leave

- a) The Employer shall grant a leave of absence without pay and without loss of seniority to attend Union conventions, seminars and other Union functions provided that such leave will not interfere with the efficient operation of the Home. Such leave will not be unreasonably denied.
- b) The total of such leaves in any calendar year shall not exceed forty (40) employee days per bargaining unit provided that not more than a total of

three (3) employees and not more than two (2) employees from one department shall be absent at any one time.

- c) Requests for Union leave must be made in writing to the Employer at least three weeks in advance unless it is not possible to give such notice.
- d) During such leave of absence, the employee's salary and applicable benefits shall be maintained by the Employer on the basis of what his or her normal regular hours of work would have been, provided that the Union reimburses the Employer in the amount of such salary and benefits within thirty (30) days of billing.

18.07 Education Leave

- a) Where employees are required by the Employer to take courses to upgrade or acquire new employment qualifications, the Employer shall pay the full cost associated with the courses.
- b) The Administrator may grant a request for unpaid leave of absence to upgrade employment qualifications, provided that she receives at least one (1) month's notice in writing unless impossible and provided that such leave may be arranged without undue inconvenience to the normal operations of the Home. Applicants when applying must indicate the date of departure and specific date of return.

ARTICLE 19 – WAGES

19.01 Pay for Temporary Assignments

- a) When the Employer temporarily assigns an employee to carry out the full responsibilities of a salaried employee outside of the bargaining unit for a period in excess of half (1/2) a shift, the employee shall receive an allowance of seven dollars and fifty cents (\$7.50) for each shift from the time of the assignment.
- b) Where a Nursing Home RN is absent from her normal shift, and the Employer temporarily assigns an RPN to carry out some additional responsibilities of the absent RN for a period in excess of half (1/2) a shift, the employee shall receive an allowance of seven dollars and fifty cents (\$7.50) for each shift.
- c) Where there is neither an RN nor a Supervisory employee (or above) who is a Registered Nurse in the building and there is an RPN in the building, the above-noted allowance will apply to an RPN who is designated to be in charge of the building.
- d) It is understood and agreed that only one of the above-noted premiums will apply at any one time.

19.02 Pay Days

The Employer agrees that wages will be paid bi-weekly.

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.

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

The Employer is to implement a direct deposit pay system for all bargaining unit employees, which is to be implemented within six (6) months from November 4, 2014.

ARTICLE 20 – BENEFITS

20.01 The Employer will continue to pay 100% of the billed premium costs of the current Group Insurance Benefit coverage (Life Insurance, Accidental Death & Dismemberment, Extended Health Care and Dental Care) for full-time employees who have completed their probationary period on the same basis as status quo. For reference purposes only, the current benefits are summarized below. As per status quo, this benefit coverage does not apply to temporary or seasonal employees, summer students or Human Resource Development Career Placement Students.

The Employer will pay 100% of the billed premium costs of the following Plans:

Extended Health Care Plan

- Drug Plan is subject to 80% co-insurance. Effective July 18, 2019, the generic drug substitution coverage will be replaced with the following coverage: Reimbursement for prescribed drugs covered by the Plan will be based on the cost of the lowest cost interchangeable drug, unless there is a documented adverse reaction to the drug or where the employee's doctor stipulates in writing that there are other medical reasons why the lowest cost interchangeable drug cannot be prescribed
- Private duty nursing maximum \$15,000/12 months per condition
- Semi private hospitalization coverage
- Hearing aid Coverage of \$500 /4 calendar years
- Licensed Paramedical Practitioner Coverage of \$500 per calendar year for Osteopath, Podiatrist/Chiropodist, Massage Therapist, Naturopath, Physiotherapist, Acupuncturist; \$500 per calendar year for Chiropractor subject to the limitation of no claims paid for the first 15 visits in a calendar year; \$1000 per calendar year for Speech Therapist, Psychologist/Social Worker
- Effective February 1, 2016, the full-time employee Extended Health Care Plan will be amended to provide for the introduction of Vision Care Coverage of up to \$200 per person every twenty-four (24) months for contact lenses or eyeglasses prescribed by an ophthalmologist or licensed optometrist or laser surgery.

Benefit termination at age 70 or earlier retirement

Life Insurance & AD & D

- Coverage of 1X annual salary to a maximum of \$100,000

Benefit amount reduces 50% at age 65; Benefit termination at age 70 or earlier retirement

Dental

- No Deductible
- 80% co-insurance/reimbursement for Basic Services and Supplementary Basic Services
- Maximum Dental Benefit Coverage of \$1,000/calendar year for combined Basic Services and Supplementary Basic Services

Benefit termination at age 70 or earlier retirement

20.02 The Employer will continue to pay 100% of the billed premium costs of the current Life Insurance and Accidental Death and Dismemberment coverage for part-time employees including casual part-time employees who have completed their probationary period, with coverage of \$10,000.00. This life insurance benefit coverage reduces by 50% at age 65 and is terminated at age 70 or earlier retirement. As per status quo, the Life Insurance Policy coverage is not available to temporary employees, seasonal employees, summer students or Human Resource Development Career Placement Students.

20.03 The Employer will continue until the first full pay period that falls two calendar months after November 4, 2014, the Voluntary Group RRSP Plan for full-time and part-time employees, including casual part-time employees, except as expressly amended in the Article. As per status quo, the Group RRSP was not open for participation by temporary employees, seasonal employees, summer students or Human Resource Development Career Placement Students.

The Voluntary Group RRSP that applied until the first full pay period that fell two calendar months after November 4, 2014, is summarized below:

- a) An eligible full-time or part-time employee, including casual part-time employees, may contribute up to a maximum of 5% of their total earnings to the Group RRSP. The Employer will contribute to the Group RRSP for employees with more than 1950 hours paid service, with the Employer's contribution rate varying based on the employee's service as follows:

Hours of Service (Paid Hours)	Employer's Contribution
0 to 1950 hours	Not Applicable – No Contribution
1951 to 5850 hours	25% of employee's contribution to a max employee contribution of 5% of earnings
5851 hours and over	50% of employee's contribution to a max employee contribution of 5% of earnings

- b) Notwithstanding a) above, an employee may contribute more than 5% of earnings to their RRSP. However the Employer will not make any contribution on that portion of the employee's contribution that exceeds 5% of earnings.

Effective in the first full pay period that falls two calendar months after the date of the award (November 4, 2014), the employer and employee contributions to this Voluntary Group RRSP will cease and the NHRIPP Plan will be introduced in accordance with the terms set out in Article 20.04 below.

20.04 Nursing Homes and Related Industries Pension Plan

20.04 .01 In this Article, the terms shall have the meanings as described:

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

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

- i) the straight time component of hours worked on a holiday,**
- ii) holiday pay, for the hours not worked,**
- 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.

20.04. 02 Effective in the first pay period that falls two calendar months following the date of the award (November 4, 2014), each eligible employee covered by this Collective Agreement shall contribute for each pay period an amount equal to one percent (1%) of applicable wages to the Plan. The Employer shall contribute on behalf of each eligible employee for each pay period, an amount equal to one percent (1%) of applicable wages to the Plan. Effective in the first full pay period of July 18, 2016, the employee and employer contributions will increase by one-half of one percent (0.5%) to a matching contribution of one and one-half percent (1.5%) of applicable wages.

Effective July 17, 2017, the employee and employer contributions will increase by one-half of one percent (0.5%) to a matching contribution of two percent (2%) of applicable wages.

Notwithstanding the foregoing, where an error has been made in deduction, the Employer shall, upon request, make full payment on any outstanding Employer contribution 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.

20.04 .03 The Employee and Employer contributions shall be remitted by the Employer 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.

- 20.04.04 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 toward the costs of benefits provided by the Plan or be responsible for providing any such benefits.

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

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

- 20.04 .05 The Employer agrees to provide the Plan Administrator on a timely basis with 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.

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

For further specificity, the items required for each eligible employee by Article 20.04.05 of the agreement are:

- i) to be provided once only at Plan commencement:
 - Date of hire
 - Date of birth
 - Date of first contribution
 - Seniority List to include hours from date of hire to Employer's fund entry date (for the purpose of calculating past service credit)
- ii) to be provided with each remittance:
 - Names
 - Social Insurance Number

- Monthly remittance
- Pensionable earnings
- YTD pension contributions
- Employer portion of arrears owing due to error, or late enrolment by the Employer

iii) to be provided once, and if status change:

- Full address as provided to the Employer by the employee
- Termination date when applicable (MMDDYY)

iv) to be provided once if they are readily available:

- Gender
- Marital Status

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

20.04 .06 Where legislation or the Plan prohibits an employee from contributing to NHRIPP because of age, an amount equivalent to the deductions in Article 20.04.02 will be paid to the employee.

20.05 The Employer shall provide to each employee and the Union a copy of the current information booklets for those benefits provided under this Article. It is clearly understood that the Employer's obligation pursuant to this Collective Agreement is to pay its share of the benefit premiums under the above-noted plans. The Employer will notify the Union if it intends to change the insurance carrier for any of the above benefits at least thirty (30) days prior to implementing a new carrier.

This Article 20.05 has no application to Article 20.04, the *Nursing Homes and Related Industries Pension Plan*.

ARTICLE 21 – PART-TIME IN-LIEU PAYMENT

21.01 Effective commencing two full pay periods following January 28, 2019, the date of the arbitration award, the Employer shall pay to all part-time employees, including casual part-time employees and students employed throughout the school year, the amount of eight percent (8%) of their straight time hourly wage rate for all straight time hours worked in lieu of health and welfare benefits (including, but not limited to Extended Health Care and Dental Care), sick leave, holiday pay, and all paid leaves of absence. Notwithstanding the foregoing, in addition to this in-lieu payment, these employees will continue to be eligible for paid vacation, compassionate/bereavement leave, jury duty, education leave,

and Life Insurance/AD&D under Article 20.02. The percentage in lieu does not form part of the employee's straight time hourly rate of pay.

ARTICLE 22 – GENERAL CONDITIONS

22.01 Bulletin Board

The employer agrees to provide a locked bulletin board for the Union to use for posting information concerning Union business. It is further agreed that copies of such notices must be approved by the employer prior to posting. Such permission will not be unreasonably withheld.

22.02 Staff Room/Lockers

The employer agrees to continue to provide appropriate locker and staff room facilities.

22.03 Copies of Agreements

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 with 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.

22.04 Where the Employer makes it mandatory for an employee to attend an in-service session, the Employer will pay the employee at her straight time hourly rate of pay for all hours in attendance at such in-service session. Such payment shall not be subject to the overtime provisions of the Collective Agreement.

ARTICLE 23 – CORRESPONDENCE

23.01 Correspondence

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

ARTICLE 24 – TERM OF THE COLLECTIVE AGREEMENT

24.01 This Agreement shall remain in effect until July 17, 2020 and shall remain in effect from year to year thereafter unless either party gives the other party written notice of intention to terminate or desire to amend the Agreement. Such notification to the other party will be made not more than ninety (90) calendar days and no less than thirty (30) calendar days before the date of its termination.

Signed at Toronto, this 18th day of April, 2019.

For the Union

For the Employer

Darlene McEldon

[Signature]

[Signature]

Ruth King

S. Rodgers

SCHEDULE "A" – NURSING HOME WAGE GRIDS

Level	Expired Wage Grid as at July 17, 2017	Effective July 18, 2017	Effective July 18, 2018	Effective July 18, 2019
RPN¹				
Start	21.40	21.70	22.36	23.03
1 Year	21.92	22.23	22.89	23.57
2 Years	22.95	23.27	23.95	24.64
PSW²				
Start	17.40	17.64	17.89	18.34
1 Year	17.90	18.15	18.40	18.87
2 Years	18.82	19.08	19.35	19.82
Housekeeping Aide				
Start	16.22	16.45	16.68	17.11
1 Year	16.90	17.14	17.38	17.82
2 Years	17.45	17.69	17.94	18.40
Laundry Aide				
Start	16.22	16.45	16.68	17.11
1 Year	16.90	17.14	17.38	17.82
2 Years	17.45	17.69	17.94	18.40
Activity Aide				
Start	16.22	16.45	16.68	17.11
1 Year	16.90	17.14	17.38	17.82
2 Years	17.45	17.69	17.94	18.40
Dietary Aide with papers				
Start	15.54	15.76	16.68	17.11
1 Year	16.47	16.70	17.38	17.82
2 Years	17.17	17.41	17.94	18.40
Cooks with papers				
Start	18.30	18.56	18.82	19.28
1 Year	19.96	20.24	20.52	21.01
2 Years	20.51	20.80	21.09	21.59
Maintenance				
Start	18.19	18.44	18.70	19.17
1 Year	18.61	18.87	19.13	19.61
2 Years	18.96	19.23	19.49	19.97
Students				
Start	10.90	11.05	11.21	11.57
5 Years	10.90	11.05	11.21	11.57
High School Diploma	12.60	12.78	12.96	13.34

SCHEDULE "A" – NURSING HOME WAGE GRIDS (continued)

Level	Expired Wage Grid as at July 17, 2017	Effective July 18, 2017	Effective July 18, 2018	Effective July 18, 2019
RN¹				
Start	25.78	26.14	27.71	28.61
1 Year	26.46	26.83	28.45	29.36
2 Years	27.18	27.56	29.44	30.36
3 Years	28.14	28.53	30.80	31.74
4 Years	29.46	29.87	31.88	32.83
5 Years	30.51	30.94	33.21	34.19
6 Years	31.81	32.26	34.55	35.54
7 Years	33.11	33.57	35.52	36.52
8 Years	34.05	34.53	37.29	38.31
9 Years	35.77	36.27		

Retroactivity

Retroactivity of the July 18, 2017 and July 18, 2018 wage increases will be paid to current and former employees.

Retroactivity will be paid to current employees on a separate cheque within four (4) full pay periods of the date of ratification of the Memorandum of Settlement.

The Employer will notify former employees in writing at their last known address on record with the Employer, within 60 days of the date of ratification to advise them of their entitlement to retroactivity. Such employees will have a period of thirty (30) days from the date of the notice to claim such retroactivity and, if they fail to make a claim within the thirty (30) day period, their claim will be deemed to be abandoned. The Employer shall provide the Union with a copy of all notices sent to former employees.

Weekend Premium

¹ Additional weekend shift premium of \$0.45/hour payable to employees employed in the RN and RPN classifications for all hours worked during the 48 hour period between the end of the Friday evening shift and the end of the Sunday evening shift.

² Effective the first full pay period following the date of the award (November 4, 2014), an additional weekend shift premium of \$0.20/hour payable to employees employed in all Nursing Home classifications other than that of RN and RPN for all hours worked during the 48 hour period between the end of the Friday evening shift and the end of the Sunday evening shift.

Wage Grid Progression

Progression is based upon the employee's service within the classification. For part-time employees, 1950 hours within the classification is equivalent to one year of service, 3900 hours is equivalent to two years of service and so on.

Student Rate:

It is understood that a student over the age of 18 who has not attained their high school diploma will be paid in accordance with the Ontario General Minimum Wage, as it may be amended from time to time.

SCHEDULE "B" – RETIREMENT HOME WAGE GRIDS

Level	Expired Wage Grid as at July 17, 2017	Effective July 18, 2017	Effective July 18, 2018	Effective July 18, 2019
RPN¹				
Start	20.26	20.54	21.19	21.84
1 Year	20.75	21.04	21.69	22.35
2 Years	21.78	22.08	22.75	23.42
Guest Attendant				
Start	15.45	15.67	15.89	16.31
1 Year	16.12	16.35	16.57	17.01
2 Years	16.66	16.89	17.13	17.57
Housekeeping Aide				
Start	15.45	15.67	15.89	16.31
1 Year	16.12	16.35	16.57	17.01
2 Years	16.66	16.89	17.13	17.57
Laundry Aide				
Start	15.45	15.67	15.89	16.31
1 Year	16.12	16.35	16.57	17.01
2 Years	16.66	16.89	17.13	17.57
Activity Aide				
Start	15.45	15.67	15.89	16.31
1 Year	16.12	16.35	16.57	17.01
2 Years	16.66	16.89	17.13	17.57
Dietary Aide with papers				
Start	14.78	14.99	15.89	16.31
1 Year	15.70	15.92	16.57	17.01
2 Years	16.39	16.62	17.13	17.57
Cooks with papers				
Start	17.49	17.73	17.98	18.44
1 Year	19.13	19.40	19.67	20.15
2 Years	19.67	19.95	20.22	20.71
Maintenance				
Start	17.38	17.62	17.87	18.32
1 Year	17.80	18.05	18.30	18.76
2 Years	18.14	18.39	18.65	19.12

SCHEDULE "B" – RETIREMENT HOME WAGE GRIDS (continued)

Level	Expired Wage Grid as at July 17, 2017	Effective July 18, 2017	Effective July 18, 2018	Effective July 18, 2019
Students				
Start	10.69	10.84	10.99	11.35
5 Years	10.69	10.84	10.99	11.35
High School Diploma	11.89	12.06	12.23	12.60

Level	Expired Wage Grid as at July 17, 2017	Effective July 18, 2017	Effective July 18, 2018	Effective July 18, 2019
Start	24.34	24.68	26.06	26.78
1 Year	25.00	25.35	26.80	27.53
2 Years	25.72	26.08	27.77	28.51
3 Years	26.66	27.03	29.10	29.87
4 Years	27.96	28.35	30.16	30.94
5 Years	28.99	29.40	31.49	32.28
6 Years	30.28	30.70	32.82	33.63
7 Years	31.57	32.01	33.74	34.57
8 Year	32.47	32.92	35.50	36.35
9 Years	34.18	34.66		

Retroactivity

Retroactivity of the July 18, 2017 and July 18, 2018 wage increases will be paid to current and former employees.

Retroactivity will be paid to current employees on a separate cheque within four (4) full pay periods of the date of ratification of the Memorandum of Settlement.

The Employer will notify former employees in writing at their last known address on record with the Employer, within 60 days of the date of ratification to advise them of their entitlement to retroactivity. Such employees will have a period of thirty (30) days from the date of the notice to claim such retroactivity and, if they fail to make a claim

within the thirty (30) day period, their claim will be deemed to be abandoned. The Employer shall provide the Union with a copy of all notices sent to former employees.

Weekend Premium

¹ Additional weekend shift premium of \$0.45/hour payable to employees employed in the RN and RPN classifications for all hours worked during the 48 hour period between the end of the Friday evening shift and the end of the Sunday evening shift.

² Effective the first full pay period following the date of the award (November 4, 2014), an additional weekend shift premium of \$0.15/hour payable to employees employed in all Retirement Home classifications other than that of RN and RPN for all hours worked during the 48 hour period between the end of the Friday evening shift and the end of the Sunday evening shift.

Wage Grid Progression

Progression is based upon the employee's service within the classification. For part-time employees, 1950 hours within the classification is equivalent to one year of service, 3900 hours is equivalent to two years of service and so on.

Student Rate:

It is understood that a student over the age of 18 who has not attained their high school diploma will be paid in accordance with the Ontario General Minimum Wage, as it may be amended from time to time.

LETTER OF UNDERSTANDING #1

Between:

EHATARE RETIREMENT AND NURSING HOME
(herein called the "Employer")

-and-

THE CANADAIN UNION OF PUBLIC EMPLOYEES
(herein called the "Union")

RE: ESTONIAN FACILITY

Whereas Ehatare Retirement and Nursing Home is primarily engaged in the provision of long term nursing care to persons of Estonian origin and Estonian linguistic origin and in serving their interests through the provision of the full spectrum of nursing care services and programs that reflect and maintain Estonian culture, traditions and language;

And Whereas the Ministry of Health has recognized Ehatare Nursing Home as a nursing home primarily engaged in serving the interests of persons of Estonian ethnic or linguistic origin and hence persons of Estonian ethnic or linguistic origin have priority in placement as residents at Ehatare Nursing Home;

Now therefore the parties agree as follows:

- i) The Employer will provide in-services on the Estonian language and culture in order to assist employees in developing a working ability to communicate in the Estonian language. The Employer and the Union will encourage participation by employees;
- ii) Notwithstanding Article 11.06 of the collective agreement, in the filling of any bargaining unit job vacancy where the bargaining unit applicants have three (3) or more years of seniority, the Employer agrees that the ability to communicate in the Estonian language will not be considered as one of the qualifications or criteria in the selection of the successful applicant. Where the bargaining unit applicants have less than three (3) years of seniority (for part-time employees 1950 hours paid equals 1 year of seniority), an applicant's ability to communicate in the Estonian language may be one of the qualifications or criteria considered in the application of Article 11.06;

- iii) The parties agree that where there are no successful bargaining unit applicants for a bargaining unit vacancy pursuant to the provisions of Article 11, the Employer reserves all rights in making the selection of the successful external candidate, including the right to stipulate Estonian communication skills as a required or preferred qualification. The qualifications that the employer seeks when it hires from outside the bargaining unit will not be less than the qualifications required for an internal posting.

Signed at Toronto, this 18th day of April, 2019.

For the Union

Darlene McEldon

[Signature]

Ruth King

S. Rodgers

For the Employer

[Signature]

LETTER OF UNDERSTANDING #2

Between:

EHATARE RETIREMENT AND NURSING HOME
(herein called the "Employer")

-and-

THE CANADAIN UNION OF PUBLIC EMPLOYEES
(herein called the "Union")

RE: TUCK SHOP CLERK

The parties agree that the tuck shop clerk, an employee of the Estonian Relief Committee in Canada, is excluded from the bargaining unit. It is further agreed that should the tuck shop clerk position become a position that is employed by Ehatare Nursing and Retirement Home, the position would then become a position within the bargaining unit.

Signed at Toronto, this 18th day of April, 2019.

For the Union

For the Employer

Carlene McEldon

[Signature]

[Signature]

Ruth King

S. Rodgers

LETTER OF UNDERSTANDING #3

Between:

EHATARE RETIREMENT AND NURSING HOME
(herein called the "Employer")

-and-

THE CANADAIN UNION OF PUBLIC EMPLOYEES
(herein called the "Union")

RE: PRIVATE DUTY CARE GIVERS

The Employer and the Union agree that supplemental private duty care givers and homecare providers arranged for and /or paid by the resident and/or their families, are not employees of the employer. It is understood that private duty care givers will not impact on staffing levels or hours of work of the bargaining unit employees.

Signed at Toronto, this 18th day of April, 2019.

For the Union

For the Employer

Darlene M'Edlon
[Signature]
Ruth King
S. Rodgers

[Signature]

LETTER OF UNDERSTANDING #4

Between:

EHATARE RETIREMENT AND NURSING HOME
(herein called the "Employer")

-and-

THE CANADAIN UNION OF PUBLIC EMPLOYEES
(herein called the "Union")**RE: CHANGED VACATION SYSTEM**

The parties have agreed to change the vacation system for full-time employees in order to provide for a vacation year of January 1st to December 31st and a system in which the vacation pay that a full-time employee is paid in a vacation year is based upon their applicable vacation percentage of wages earned in the prior vacation year.

The parties have agreed that this Letter of Understanding will be implemented immediately upon the signing of the Letter of Understanding (June 17, 2013) and has effect for the 2013 and subsequent calendar years.

The parties have accordingly agreed to the following:

1. The vacation year for all purposes will be the same as the calendar year, January 1st to December 31st. Whenever the term "vacation year" is used in this Letter, it refers to the period from January 1st to December 31st of a year.
2. Effective in the vacation year of January 1, 2016 to December 31, 2016, the vacation pay that a full-time employee earns or 'accrues' in that 2016 year will be paid out in the following vacation year of January 1, 2017 to December 31, 2017 when the full-time employee then takes her vacation time off. In each vacation year thereafter the same principle applies: the vacation pay earned in one vacation year is paid out in the next vacation year.
3. **APPLICABLE TO CURRENT FULL-TIME EMPLOYEES HIRED OR WHO MOST RECENTLY POSTED INTO A FULL-TIME POSITION ON OR AFTER JANUARY 1ST 2013:**

These full-time employees will accrue vacation pay and time off entitlement during their first year of hire, to be paid out and taken in the following vacation year after they have achieved one year of full-time service. (Those

employees who post into a full-time position after January 1, 2013 will be entitled to two weeks unpaid vacation time).

4. **TRANSITION YEARS OF 2013, 2014, 2015: APPLICABLE TO ALL CURRENT FULL-TIME EMPLOYEES WHO WERE HIRED OR MOST RECENTLY POSTED INTO A FULL-TIME POSITION PRIOR TO JANUARY 1ST 2013:**

The parties have agreed to the following terms and conditions for the transition period to 2016 for employees employed as full-time employees prior to the date of signing of this Letter of Understanding:

- a) In each of the vacation years of 2013, 2014, and 2015, the Employer will bank 1/3 of the full-time employee's vacation pay earned in the vacation year to be paid to the employee in 2016.
- b) In each of the vacation years of 2013, 2014 and 2015; each full-time employee will be given the option of:
 - i) Taking her full vacation time off, paid at 2/3rds of vacation pay
 - OR
 - ii) Taking 2/3rds of her vacation time off, payable at 100% of vacation pay. If the employee chooses this option, the 1/3rd vacation time off not taken will not be banked for or carried over into future years.
- c) In the 2016 vacation year, an employee will be paid vacation pay in the amount of the 1/3rd vacation pay banked for that employee in each of the 2013, 2014 and 2015 vacation years.

FOR THE PURPOSE OF ILLUSTRATION, WE SET OUT THE FOLLOWING EXAMPLE:

Example 1

Full time employee with vacation pay entitlement of 6% of gross earnings and three weeks' vacation leave entitlement. Assume for each year 6% of gross earnings is equivalent to \$1,000.00.

Year	Vacation Entitlement	Vacation banked
2013	3 weeks vacation at 2/3 vacation pay OR 2 weeks vacation at 100% vacation pay of vacation pay	1/3 of vacation pay
2014	3 weeks vacation at 2/3 vacation pay OR 2 weeks at 100% pay	1/3 of vacation pay
2015	3 weeks vacation at 2/3 vacation pay OR 2 weeks at 100% pay	1/3 of vacation pay
2016	3 weeks vacation at 100% vacation pay from vacation bank	nil

(2016 vacation accrual to be used for 2017 vacation)

Year	Vacation Pay entitlement in dollars	Vacation Pay paid	Vacation Pay Banked	Total Vacation bank for 2016
2013	\$1000.00	\$666.67	\$333.33	\$333.33
2014	\$1000.00	\$666.67	\$333.33	\$666.66
2015	\$1000.00	\$666.67	\$333.33	\$999.99
2016	\$1000.00	\$999.99	\$1000.00 (for 2017)	\$0.00

RULES RESPECTING EMPLOYEES ACHIEVING HIGHER LEVELS OF VACATION PAY AND TIME OFF ENTITLEMENT IN THE TRANSITION YEARS OF 2013, 2014 AND 2015:

In the transition years, when an employee achieves a level of service that results in a higher vacation entitlement, the employee will commence accruing the higher vacation pay percentage as of the date in the vacation year in which the employee achieved the required service. The employee will also be entitled to her pro-rated additional time off in the transition year.

5. **EMPLOYEES WITH FOUR WEEKS VACATION:**

The parties agree that full-time employees who have a four week vacation entitlement may elect to fast track their transition to the new vacation system over a two (2) year period vs. the three (3) year period, with all applicable provision of the Letter appropriately amended to reflect this two year transition period. For employees who make this election, the rules with regard to the changed/ new vacation scheme will apply to them one year earlier.

6. **IMPLEMENTATION OF NEW SYSTEM IN 2016:**

Commencing with the vacation year of 2016 and in each vacation year thereafter, the vacation pay that a full-time employee earns in one vacation year is paid out in the following vacation year when the full-time employee takes her vacation time off.

7. **RULES RESPECTING EMPLOYEES ACHIEVING HIGHER LEVELS OF VACATION PAY AND TIME OFF ENTITLEMENT IN THE NEW SYSTEM:**

Commencing in 2016 and in each vacation year thereafter, when an employee achieves a level of service that results in a higher vacation entitlement, the employee will commence accruing the higher vacation pay percentage as of the date in the vacation year in which the employee achieved the required service, to be paid in the following vacation year. The employee will also be entitled to her extra week of vacation time off entitlement in the following vacation year.

For purposes of illustration, assume that a full-time employee achieves ten years of service on July 1, 2016. The full-time employee will commence accruing vacation pay thereafter at the level of 8% of gross earnings to be paid in the 2017 vacation year and will be entitled to take her additional vacation time off entitlement (ie. the additional week of vacation time off) effective in the 2017 vacation year.

Therefore in this example, in the 2017 vacation year, this employee will be entitled to be paid vacation pay in the amount of:

6% of her gross earnings earned from January 1, 2016-June 30, 2016 +
8% of her gross earnings earned from July 1, 2016- December 31, 2016

The employee will be entitled to take four weeks of vacation time off in 2017.

- 8. The parties agree that any issues arising from the implementation of this Letter of Understanding will be addressed by the Joint Union Management Committee.
- 9. The parties further agree that the collective agreement language will be amended to reflect this agreement.

Signed at Toronto, this 18th day of April, 2019.

For the Union

For the Employer

Darlene McEldon

[Signature]

[Signature]

Ruth King

S. Rodgus

LETTER OF UNDERSTANDING # 5

Between:

EHATARE RETIREMENT AND NURSING HOME
(herein called the "Employer")

-and-

THE CANADAIN UNION OF PUBLIC EMPLOYEES
(herein called the "Union")

RE: PAY EQUITY

The parties agree to meet no later than 120 days after the January 28, 2019 Award to discuss any obligations and responsibilities respecting pay equity and maintaining pay equity for all employees represented by the Union employed by Ehatare Retirement and Nursing Home.

Signed at Toronto, this 18th day of April, 2019.

For the Union

For the Employer

Darlene McEldon
1st of
Ruth King
S. Rodgers

[Signature]

MEMORANDUM OF AGREEMENT**BETWEEN****EHATARE RETIREMENT AND NURSING HOME**

("Ehatare" or "the Employer")

- AND -**THE CANADIAN UNION OF PUBLIC EMPLOYEES AND ITS LOCAL 4886**

("CUPE" or "the Union")

Whereas a difference has arisen between the parties with respect to the entitlement of a full-time employee to vacation service credit for their prior part-time service;

Now therefore, the parties have agreed to resolve this dispute on the following basis:

1. Effective January 1, 2016, full-time employees will be given credit for their prior part-time service ("prior part-time service credit") for purposes of their full-time vacation service, on the basis that 1950 hours of prior part-time service equals one year of full-time vacation service.

The following rules govern the implementation of this part-time service credit:

- A) Where this prior part-time service credit results in a full-time employee having the required service as of January 1, 2016 to receive a higher vacation pay and vacation leave entitlement:
 - i) The full-time employee will commence accruing at the higher vacation pay level on all gross earnings earned on and after January 1, 2016, with such vacation pay to be paid out in the 2017 vacation year.
 - ii) The full-time employee will be permitted to take the additional week(s) of vacation leave as unpaid vacation leave in 2016.

For purposes of illustration, the following example is provided:

Example:

Assume that on January 1, 2016, full-time "Employee A" has 8 ½ years of service as a full-time employee, having transferred to full-time status on July 1, 2007. Prior to her transfer to full-time, Employee A had accrued prior service as a part-time employee of 3900 hours.

Prior to January 1, 2016, Employee A had not been credited with her prior part-time service credit for vacation purposes and accordingly was entitled to 3 weeks vacation leave and vacation pay of 6% of gross earnings.

Under the terms of this Agreement, effective January 1, 2016, Employee A will be credited with her prior part-time service for purposes of her full-time vacation service. Thus, Employee A will be credited with an additional two years of vacation service ($3900 \div 1950 = 2$ years). Employee A now has a total of $10 \frac{1}{2}$ years of vacation service (ie, $8 \frac{1}{2}$ years of full-time service + 2 years of part-time service = $10 \frac{1}{2}$ years).

Accordingly, Employee A moves to the higher vacation entitlement of 4 weeks vacation leave and vacation pay of 8% of gross earnings, which higher entitlement will be implemented as follows:

- a) *Employee A will commence accruing vacation pay at the 8% level effective January 1, 2016 on all gross earnings earned on and after January 1, 2016. This higher vacation pay accrual will be paid out in the 2017 vacation year.*
- b) *Employee A will be permitted to take her additional week of vacation entitlement, her 4th week of vacation leave, as an unpaid week in 2016.*

B) Where this prior part-time service credit does not result in a full-time employee having the required service as of January 1, 2016 to receive a higher vacation pay and vacation time off entitlement, but does result in the employee having the required service subsequent to January 1, 2016 to receive a higher vacation entitlement, the terms of Article 16.01 of the collective agreement will apply. The full-time employee will commence accruing the higher vacation pay entitlement as of the date on which she achieves the higher service, with such vacation pay to be paid in the following vacation year and will be entitled to take her additional week of vacation entitlement in the following vacation year

2. Effective commencing on January 1, 2016, when an employee transfers from part-time to full-time, the employee will be credited with her part-time service for the purposes of full-time vacation entitlement accrual thereafter on the basis of 1950 hours of part-time service equals one (1) year of full-time service. If an employee transfers from full-time to part-time, the employee will be credited with her service for the purposes of her part-time vacation entitlement on the basis of one (1) year of full-time service equals 1950 hours of part-time service.
3. The parties agree that the above terms of settlement will govern the interpretation of the collective agreement and will be incorporated into the renewal collective agreement.

4. The parties agree that this Memorandum of Agreement does not constitute an admission of liability by the Employer, but rather results from the Employer's wish to resolve this issue in an amicable fashion.
5. This Memorandum of Agreement is without prejudice or precedent to any matters that may arise between the parties in the future but is with prejudice and precedent with regard to enforcement of the terms and conditions of this Agreement.
6. The parties agree that this Memorandum of Agreement constitutes a full and complete resolution of the issue regarding a full-time employee's vacation service credit for prior part-time service credit.

Signed and dated this 6th day of October, 2016.

FOR THE EMPLOYER:

"Einar Medri"

FOR THE UNION:

"Joanne Wilson"

"Darlene McEldon"