

COLLECTIVE AGREEMENT

BETWEEN

LASALLE RETIREMENT RESIDENCE

(hereinafter called "The Employer")

AND

**CANADIAN UNION OF PUBLIC EMPLOYEES
AND ITS LOCAL 3127-3**

(hereinafter called "The Union")

Effective Date:

April 1st, 2019 to March 31st, 2023

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ARTICLE 1 - PURPOSE

- 1.01 It is the purpose of both parties to this Agreement:
- (a) to improve relations between the Employer and the Union and provide settled and just conditions of employment;
 - (b) to recognize the mutual value of joint discussions and negotiations in all matters pertaining to working conditions, employment, etc.;
 - (c) to encourage efficiency in operations;
 - (d) to promote the morale, well-being and security of all employees in the bargaining unit of the Union.
- 1.02 It is now desirable that methods of bargaining and matters pertaining to the working conditions of the employees be drawn up in a Collective Agreement.

ARTICLE 2 - RECOGNITION

2.01 Description of Bargaining Unit

The Employer recognizes the Canadian Union of Public Employees as the sole Collective Bargaining Agent for all employees of Chartwell Seniors Housing REIT/Chateau Georgian Retirement Residence, in the District of Cochrane, at Timmins, Ontario, save and except Resident Services Co-ordinator, Manager, Activity/Marketing Director and Business Office Manager.

- 2.02 No employee shall be required or permitted to make a written or verbal agreement with the Employer or his/her representative which may conflict with the terms of this Collective Agreement.
- 2.03 The Union shall have the right at any time to have the assistance of a Representative of the Canadian Union of Public Employees in negotiations, Grievances, or other matters of mutual interest to the Parties.

ARTICLE 3 - RELATIONSHIP

- 3.01 There shall be no discrimination, coercion or intimidation by the Residence or by the Union because of any Employee's participation or lack of participation in Union Membership. Further, the Employer and the Union agree that there shall be no discrimination, restriction, or coercion exercised or practised with respect to any Employee in the matter of age, race, creed, colour, national origin, political or religious affiliation, sex, marital status, or place of residence.

- 3.02 There shall not be any Union activity on the premises of the Residence without the permission of the Manager or Manager's designate.

ARTICLE 4 - STRIKES AND LOCKOUTS

- 4.01 The Residence will not cause or direct any lockout of its Employees and the Union will not cause or direct any strikes, nor will Employees participate in any collective action which will interfere with the operation of the Residence during the term of this Agreement.
- 4.02 The definition of the terms "lockout" and "strike" as used in Article 4.01 above, shall be in accordance with the Labour Relations Act.

ARTICLE 5 - MANAGEMENT RIGHTS

- 5.01 The Union recognizes that the management function of the Employer and the direction of working forces are fixed exclusively in the Employer and shall remain solely with the Employer except as specifically limited by the express provisions of this Agreement, and without restricting the generality of the foregoing, the Union acknowledges that it is the exclusive function of the Employer to:
- (a) maintain order, discipline and efficiency, and to make, alter and enforce rules and regulations to be observed by Employees;
 - (b) to hire, classify, direct, promote, demote, transfer, discipline, suspend and discharge Employees; and to increase and decrease working forces, provided that a claim of discriminatory classifications, promotion, demotion, discipline or suspension, or a claim by any Employee who has completed their probationary period that they have been discharged without just cause, may become the subject of a grievance and be dealt with as hereinafter provided;
 - (c) generally to manage the Residence and, without restricting the generality of the foregoing, to determine the services to be rendered, the methods, the work procedures, the kind and locations of machines, tools, instruments, and equipment to be used, to select, control and direct the use of all materials required in the operation of the Residence, to schedule the work and services to be provided and performed, and to make, alter and enforce regulations governing the use of materials, equipment and services as may be deemed necessary in the interest of the safety and well-being of the Residence Residents, employees and the public.

ARTICLE 6 - DEDUCTION OF UNION DUES

- 6.01 All Employees covered by this Agreement and who have completed one [1] month of employment will be required to pay any dues or initiation fees levied in accordance with the Union Constitution and By-laws.
- 6.02 Dues deduction shall be made bi-weekly and such deductions shall be sent to the National Office of the Canadian Union of Public Employees no later than ten [10] days following the date of deduction.
- 6.03 The Residence, when remitting the dues deducted to the designated Officer of the Union, shall include a statement clearly setting forth the names of the Employees from whom the dues were deducted, the base payroll for the period and also showing any additions or deletions in Staff.
- 6.04 The Union will submit in writing, the Union dues structure to be deducted from Employees. The Union will notify the Residence in writing of any changes in the dues structure and such changes will take place in the month following receipt of such notification.
- 6.05 At the same time that Income Tax [T-4] slips are available the Employer shall type on the amount of Union dues paid by each Union Member in the previous year.
- 6.06 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 7 - UNION COMMITTEE AND STEWARDS

- 7.01 The Residence acknowledges the right of the Union to appoint or otherwise select a Vice-President and Committee Members. The Union shall advise the Residence in writing of the Personnel serving on these Committees and as Stewards, and the Residence shall only deal with those thus named.
- 7.02 The Residence agrees that the Vice-President shall represent Employees in the presentation of any grievance they may have. The Union shall have access to a Representative of the Canadian Union of Public Employees.
- 7.03 The Residence agrees that the Union can appoint or otherwise select two [2] Negotiating Committee members, with not more than one representative from each classification to represent Employees in negotiations. Bargaining Committee members shall not suffer loss of remuneration for meetings held during regularly scheduled shifts.

- 7.04 Employees who are appointed or otherwise selected to act as a Vice-President on behalf of the Union, have regular duties to perform. Therefore, such Employees shall not leave their work to conduct any business on behalf of the Union or Employees without first receiving permission from their respective Supervisors, which permission shall not be unreasonably withheld. In return, the Residence will pay the Vice-President for any regular hours of work missed in direct dealing with the Residence but not for any Arbitration proceedings.
- 7.05 No Employee shall act in a capacity referred to in Article 7.02 or 7.03 until after they have completed their probationary period with the Residence.
- 7.06 Where the Parties mutually agree that there are matters of mutual concern and interest that would be beneficial if discussed at a Labour/Management Committee meeting during the term of this Agreement, the following shall apply.

An equal number of representatives of each party as mutually agreed shall meet at a time and place mutually satisfactory. A request for a meeting hereunder will be made in writing prior to the date proposed and accompanied by an agenda of matters proposed to be discussed, which shall not include matters properly the subject of a grievance or negotiations for the amendment or renewal of this Agreement.

Any representative[s] attending such meetings during their regularly scheduled hours of work shall not lose regular earnings as a result of such attendance.

ARTICLE 8 - GRIEVANCE PROCEDURE

- 8.01 A grievance shall be defined as any difference arising out of the interpretation, application, administration or alleged violation of this Agreement.
- 8.02 An employee who has a complaint shall firstly take the matter up with the immediate supervisor accompanied by a Steward, if they so desire, within seven (7) working days of the time of the cause of the complaint occurred. It is agreed and understood that the employee has no grievance until the complaint has been referred to the employee's immediate supervisor. If the complaint is not satisfactorily resolved within three [3] working days after the employee has contacted the immediate supervisor, the complaint may then be taken up as a grievance in the following manner:

Step 1

The aggrieved employee, accompanied by a Steward, shall within seven (7) working days of the Supervisor's decision, submit the grievance in writing to the applicable Supervisor who shall have seven (7) working days to reply to the grievance in writing.

8.03 Step 2

Failing settlement of the grievance at Step 1, the grievance shall then be presented within five (5) working days after the Supervisor's reply in Step 1 to the Residence's Manager or Appointee. Within five (5) working days the Residence's Manager or Appointee will meet with the Union Grievance Committee to discuss the grievance. At this meeting a Representative of the Canadian Union of Public Employees will be present, if requested by either Party. A reply to the grievance will be given within three (3) working days after this meeting has been held.

8.04 Failing settlement of the grievance at Step 2, either Party may within fifteen (15) working days after the reply at Step 2 has been received, submit the grievance to Arbitration.

8.05 Where a dispute involving a question of general application or interpretation occurs, or where a group of employees or the Union has a grievance, Step 1 of this Article may be bypassed. A policy grievance must be presented to the Employer by a Steward in writing and within fifteen (15) working days of the incident being grieved.

8.06 A claim by an employee that he/she has been unjustly discharged or suspended shall be treated as a grievance, if a written statement of such grievance is lodged by the employee with the Employer at Step No. 2 within seven (7) working days after the date the discharge or suspension is effected. Such special grievance may be settled under the Grievance and Arbitration procedure by:

- (a) confirming the Employer's action in dismissing the employee, or
- (b) reinstating the employee with or without full compensation for the time lost; or
- (c) by any other arrangement which may be deemed just and equitable.

Whenever the Employer deems it necessary to suspend or discharge an employee, the Employer shall notify the Union of such suspension or discharge in writing within two (2) working days of its decision to discharge or suspend an employee. The Employer agrees that it will not suspend or discharge or otherwise discipline an employee without just cause.

8.07 Any of the time limits above may be extended by mutual consent between a duly recognized Union Official and the Manager or Designate and shall be confirmed in writing.

8.08 As used herein, the term "working day" shall mean Monday to Friday inclusive, excluding any paid holiday.

ARTICLE 9 - ARBITRATION

9.01 It is agreed by the Parties hereto that any difference of opinion relating to the interpretation, application or administration of this Agreement which cannot be settled after exhausting the Grievance Procedure shall be settled by Arbitration as defined in Section 45, subsection (2) of the Labour Relations Act for the Province of Ontario.

9.02 In the event that either Party proceeds to Arbitration, it shall notify the other Party in writing of its intentions within fifteen (15) working days of the receipt of the answer at Step 2 along with the name of its Nominee on an Arbitration Board. Within five (5) working days of receipt of such notice, the Party shall notify the other of the name of its Nominee. The two Nominees shall then select an impartial Chairperson. Failing to do so within ten (10) working days, either party shall request the Minister of Labour for the Province of Ontario to appoint a Chairman. A Board of Arbitration shall not be authorized to make any decisions inconsistent with the provisions of this Agreement or to alter, modify, add to or amend any part of this Agreement but shall have the power to dispose of any grievance by any arrangements which in its opinion it deems just and equitable.

Proceedings of the Arbitration Board will be expedited by the parties hereto and the decision of the majority and where there is no majority, the decision of the Chairperson shall be final and binding upon the parties hereto and the employee or employees concerned.

9.03 Upon mutual agreement, the Parties may submit the grievance to a Single Arbitrator who shall have the same power as a Board of Arbitration.

9.04 Each of the Parties hereto shall bear the expense of its Nominee to the Board, and the Parties hereto shall jointly bear the expense of the Chairperson and any other cost of the place of hearing of such Arbitration, if and when the necessity arises.

9.05 The time limits fixed above may be extended by mutual consent between a duly recognized Union Official and the Manager or Designate and shall be confirmed in writing.

ARTICLE 10 - SENIORITY

10.01 (a) An employee will be on probation and will not have any seniority standing with the Residence until after the employee has completed sixty (60) working days of employment. The seniority will then date back to the last date of hire.

It is understood that the purpose of the probationary period is to determine an employee's suitability for continued employment. The employee must therefore demonstrate their suitability for employment and shall not be disciplined or discharged without just cause. It is understood that a lesser standard of just cause will apply during this period and that probationary employees shall have the right to grieve such discipline or discharge.

(b) Full-time employee: A full-time employee is defined as an employee who is regularly employed for more than twenty-four (24) hours per week.

Part-time employee: A part-time employee is defined as an employee who is regularly employed for no more than twenty-four (24) hours per week.

Probationary employee: A probationary employee is defined as an employee who has not completed his/her probationary period as per Article 10.01 [a] and has not gained seniority.

- (c) A full-time employee's seniority is the length of service with the Employer and shall be used in determining preference of priority for promotions, transfers, demotions, lay-offs and recall. Seniority shall operate on a Bargaining-unit-wide basis. Part-time will be credited with seniority on the basis of hours worked and it shall be used in determining preference of priority for promotions, transfers, demotions, lay-offs and recall. One (1) year of service is equivalent to 1800 hours worked.
- (d) An employee shall have opportunity of recall from a lay-off to an available opening, in order of seniority, provided she has the ability and qualifications to perform the work, and provided such opening is first posted under the job posting procedure, and has not been filled.
- (e) 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.
- (f) It is the responsibility of the employee who has been laid off to notify the Employer of his/her intention to return to work within seven (7) calendar days after being notified to do so by registered mail, (which notification shall be deemed to have been received on the second date of mailing) and return to work within seven (7) calendar days after being notified. The notification shall state the job to which the employee is eligible to be recalled and the date and time at which the employee shall report for work.
- (g) Employees on lay off or notice of lay off shall be given preference for temporary vacancies, which are expected to exceed twenty (20) days of work. An employee who has been recalled to such temporary vacancy shall not be required to accept such recall and may instead remain on lay off. This provision supersedes the job posting provision.

Temporary Employee:

An Employee may be hired for a specific term not to exceed six (6) months or to replace an employee who will be on approved leave of absence or absence due to Workplace Safety and Insurance Benefits Disability, sick leave, long-term disability, vacation, or perform a special non-recurring task, or to work when other employees are unavailable at straight-time. In cases of pregnancy and parental leaves, such period of employment may be for up to the maximum permitted by law. This term may be extended a further six (6) months upon mutual agreement of the Union, the Employee and the Employer. The period of employment to such persons will not exceed the absentee's leave.

The temporary employee shall be entitled to all rights and benefits excluding articles, 10, 11, 14, 17 and 18 under the collective agreement, such will be as per the ESA. The release or discharge of such Employee shall not be the subject of a grievance or arbitration process unless there is a claim of a Human Rights violation. The temporary employee shall not accumulate seniority however, it is understood that this clause would not preclude such employees from using the job posting provision under the collective agreement and any successful applicant who has completed his probation period will be credited with the appropriate seniority.

- 10.02 (a) The Employer shall prepare a Seniority List, showing the employee's name and seniority; and one for the part-time employees showing name and hours worked. An up-to-date seniority list shall be sent to the Union and posted on the bulletin board by April 1st and October 1st in each year. The Vice-President shall be supplied with copies of the seniority list and the work schedules.
- (b) Protests with regards to the above-mentioned lists shall be submitted in writing to the Manager within thirty [30] calendar days of the date the lists are posted on the bulletin boards. When proof of error is presented by the employee or the employee's Representative, such error will be corrected and when so corrected the agreed upon correction shall be final.
- 10.03 In cases of lay-off, recall following lay-off, promotion and job transfer within the bargaining unit, seniority will be the governing factor provided that the employee is able to meet the normal requirements of the job.
- 10.04 (a) **Definition of Layoff:**
A layoff shall be defined as a reduction in the workforce or a reduction in the Regular hours of work as defined in this Collective Agreement.
- (b) **Notice of Layoff:**
In the event of a proposed layoff of a permanent or long-term nature or the proposed elimination of a position within the bargaining unit the Employer shall:
1. Provide the Union with no less than three (3) months written notice of the proposed layoff, and concurrently with this notice;
 2. Provide to potentially affected employee(s) if any, no less than three (3) months written notice of layoff or pay in lieu thereof.
- (c) No new employee shall be hired until those laid off have been given an opportunity for recall.
- 10.05 An employee being recalled to work must signify their intention to report for work within four (4) days after the notice of recall has been sent by registered mail and must report within a further two (2) weeks or forfeit their right of recall.

10.06 Seniority previously accumulated will be lost and the employee's employment shall be deemed terminated:

- (a)
 1. resigns in writing
 2. verbally resigns and does not withdraw verbal resignation within two (2) working days;
- (b) is discharged and such discharge is not reversed through grievance or arbitration;
- (c) fails to report for work for more than two (2) working days without an explanation satisfactory to the Residence;
- (d) fails to return to work upon termination of an authorized leave of absence, without obtaining written permission from the Employer, or utilizes a leave of absence for purposes other than those for which the leave of absence was granted.
- (e) is laid off for a period in excess of twenty-four (24) consecutive months.
- (f) is absent from work for a period in excess of twenty-four months (24) as a result of an occupational accident or illness. The parties agree to abide by the Ontario Human Rights Code.
- (g) fails to maintain contact information and the Employer is unable to reach them by normal means for a period of thirty [30] calendar days.

10.07 The Employer shall not contract out any work usually performed by members of the bargaining unit, if, as a result of such contracting out, a lay-off or reduction in regular hours of work of members of the bargaining unit occurs.

10.08 Part-time employees will be credited with seniority on the basis of the hours per week worked by the employee, averaged over the four (4) weeks immediately prior to the accident while on Workers' Compensation.

10.09 Full-time employees will continue to accumulate seniority while on Workers' Compensation.

10.10 Persons whose jobs [paid or unpaid] are not in the Bargaining Unit shall not work on any jobs which are included in the Bargaining Unit, except in emergencies or in cases mutually agreed upon in writing by the Parties.

10.11 **Transfer of seniority**

A full-time employee who transfers to part-time and vice-versa shall have her seniority calculated at one-year equals 1800 hours.

10.12 **Transfers and Seniority Outside Bargaining Unit**

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

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

ARTICLE 11 - LEAVES OF ABSENCE

- 11.01 (a) The Manager or designate may grant in writing, a request for a leave of absence without pay for personal reasons provided that they receive at least one [1] month's notice in writing unless impossible, and such permission shall not be unreasonably refused having regard to the efficient operation of the Residence. Applicants, when applying, must indicate the reason, the date of departure, and the date of return.
- (b) It is understood that seniority shall not accumulate during a leave of absence in excess of thirty [30] days. It is also understood that all benefits will cease to be paid if the leave is in excess of thirty [30] days.

11.02 **Union Activity**

The manager or designate may grant leave of absence without pay or loss of seniority to a maximum of two (2) employees at any one time with not more than one representative from any classification unless mutually agreed by both parties, to attend union conventions, educational sessions or while on union business, which permission shall not be unreasonably withheld. Such leave must be applied for in writing at least ten (10) working days in advance and all leaves for all employees shall not exceed twenty-five (25) working days per year. The parties agree that the employer will facilitate such leave without pay by paying the employee for time lost from the regular hours missed from work and the union shall reimburse the employer for the entire cost.

11.03 **Pregnancy & 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 seventeen (17) weeks as provided in the Employment Standards Act, and may begin no earlier than seventeen (17) weeks before the expected birth date.

The employee shall give the Employer four (4) 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 four (4) weeks' notice of her intention to return to work. The employee may 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 and furnishing the Employer with a certificate of a legally qualified medical practitioner stating that she is able to resume her work.
Additional leave of absence may be taken under 11.03(h) Parental Leave.

- (b) An Employee who is on pregnancy leave as provided under this Agreement and has applied for and is in receipt of Employment Insurance pregnancy/parental benefits pursuant to sections 18 and 20 of the Employment Insurance Act, 1971, shall be paid a supplemental unemployment benefit. That benefit will be equivalent to the difference between seventy-five percent (75%) of her regular weekly earning and the sum of her weekly rate of Employment Insurance benefits and any other earnings. Such payment shall commence following completion of the Employment Insurance waiting period (if any) and receipt by the Employer of the employee's Employment Insurance cheque stub as proof that she is in receipt of Employment Insurance pregnancy/parental benefits and shall continue while the employee is in receipt of such benefits for a maximum period of fifteen (15) weeks. The employee's regular weekly earning shall be determined by multiplying her regular hourly rate on her last day worked prior to the commencement of the leave times her normal weekly hours.

The employee does not have any vested right except to receive payment for the covered unemployment period. The plan provides that payments in respect of guaranteed annual remuneration or in respect of deferred remuneration or severance pay benefits are not reduced or increase by payments received under the plan.

- (c) An employee who does not apply for leave of absence under 11.03 a) i) and who is otherwise entitled to pregnancy leave, shall be entitled to and shall be granted leave of absence in accordance with 11.03 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 her opinion, delivery will occur or the actual date of her delivery.

- (d) 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. If an 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.

- (e) 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 11.03d).
- (f) Such absence is not an illness under the interpretation of this agreement, and sick leave benefits cannot be used.
- (g) 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.
- (h) Upon expiry of seventeen (17) weeks pregnancy leave, an employee may immediately commence parental leave, as provided under the Parental Leave provisions of this agreement. The employee shall give the Employer at least four (4) weeks' notice, in writing that she intends to take parental leave.

11.03 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 her or her own.
- (iii) Parental leave must begin within fifty-two (52) weeks of the birth of the child or within fifty-two (52) weeks of the day the child first came into the custody, care and control of the parent. 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 (37) weeks in duration if she did not.

- (iv) An employee not on pregnancy leave requesting parental leave, shall give the Employer four (4) weeks written notice of the date the leave is to begin.

Parental leave ends thirty-five (35) weeks or thirty-seven (37) weeks after it began, as the case may be, or on an earlier day if the employee gives the Employer at least four (4) weeks written notice of the day.

- (v) For the purposes of Parental Leave the provisions under 11.03 a), d), e), f), g) and h) shall also apply.

Credits for service and seniority shall accumulate for a period of up to seventeen (17) weeks while an employee is on pregnancy leave on the basis of what the employee's normal regular hours of work would have been.

11.04 **Bereavement Leave**

- (a) An employee who has completed probation shall be granted a maximum of three working days leave of absence with pay in the event of the death of their sister, brother, mother-in-law, father-in-law, grandparents, grandchildren, daughter-in-law, son-in-law, sister-in-law, brother-in-law, step-parent.
- (b) An employee who has completed probation shall be granted a maximum of five (5) working days leave of absence with pay in the event of the death of their parent, child or spouse, common-law spouse (provided they meet the legal definition) and step-child (under the care and control of the parent).
- (c) The Manager may consider a request for an unpaid extension of a period of Bereavement Leave.
- (d) Pay for such days of absence is limited to the days actually missed from work as per the employee's scheduled working days from the date of death to the day following the funeral. Employees, upon written request to the Employer, may save one bereavement leave day for a spring interment.

11.05 **Jury and Witness Duty**

The Residence shall grant leave of absence without loss of seniority or benefits to an employee who serves as a juror or is required by subpoena to act as a witness for the Crown in a court of law. The Residence shall pay such an employee the difference between the normal earnings and the payment received for jury service or as a court witness for the Crown excluding payment for travelling, meals or other expenses. It is the employee's responsibility to come in to work on the days the employee is not actually required for jury duty or to be present in court as a witness for the Crown.

11.06 Educational Leave

If required by the Residence, an employee shall be entitled to leave of absence with pay and without loss of seniority and benefits to upgrade their employment qualifications.

ARTICLE 12 - BULLETIN BOARDS

12.01 A bulletin board shall be available to the Union for the posting of union notices. All such notices must be submitted to the Manager or his designate, for approval before posting, which approval shall not be unreasonably withheld.

ARTICLE 13 - HOURS OF WORK, OVERTIME, ETC.

13.01 (a) The normal daily hours of work shall be seven and one-half (7 ½) hours excluding the half-hour meal period. The normal bi-weekly work period shall be seventy-five (75) hours. The normal daily hours of work for cooks shall be ten (10) hours excluding the half-hour meal period.

(b) Work schedules governing a minimum of a two (2) week period will be posted at least two (2) weeks in advance. The posted work schedules shall ensure all employees receive four (4) days off, two of these days being consecutive, within each bi-weekly period. Requests for additional days off shall be submitted by an employee to their immediate supervisor one (1) week in advance of the bi-weekly period. Each full-time employee will be guaranteed every second (2nd) weekend off.

The Employer will endeavour to give part time employees every other weekend off and will guarantee every third weekend off, unless mutually agreed upon by both Parties.

(c) Once the work schedule is posted it will not be changed without the consent of the employee concerned, except in cases where the Employer has not received adequate notice of an employee's return to work. It is further understood that employee's who are absent from work because of extended illness or because of a disability resulting in Workers' Compensation Benefits, such employees will endeavour to notify the Employer at least one week prior to their return to work, unless unreasonably possible to do so.

(d) Employees will be allowed to exchange days off with another employee of their own status and with the prior approval of their supervisor. Such mutual exchange would not require the Residence to pay overtime rates of pay. Such mutual exchange shall be in writing, dated and signed. Requests for exchange days shall be submitted in writing 1 week in advance of the exchange.

- (e) Shifts shall be distributed equally amongst part time employees within each classification.
- (f) Employees shall be entitled to three (3) consecutive days off at either Christmas, New Years. It is understood that employees shall alternate time off at Christmas, New Years, unless mutually agreed between the employees concerned and the Employer.
- (g) No employee will be scheduled for more than six (6) consecutive shifts unless mutually agreed between the Employee and the Employer.

Any Employee who is prescheduled six (6) consecutive shifts shall be scheduled for three (3) consecutive days off immediately following the sixth (6th) shift.

- (h) The Employer shall endeavour to schedule full-time Employees such that there is a minimum of two (2) consecutive days off between scheduled shifts.

13.02 The provisions contained in Article 13.01 above, do not represent a guarantee of daily or weekly hours and employees may be required to work less than thirty-seven and one-half (37 ½) hours per week. The provisions herein contained shall not be implemented in an arbitrary or discriminatory manner by the Residence.

13.03 Rest periods of fifteen (15) minutes duration, with pay, will be provided for an employee in each four (4) hours he is required to work.

13.04 If employees are requested to work beyond their regular shifts by their supervisors, they will co-operate.

13.05 (a) Overtime will be paid for all hours worked over seven and one-half (7 ½) hours or up to ten (10) for cooks in a shift, or over 75 hours in a pay period, at the rate of time and one-half the employee's regular rate of pay provided the employee has received prior approval by the supervisor or the Manager. At the discretion of the Nursing supervisor, employees will be required to have an unpaid reporting time of up to ten (10) minutes each shift. This time will not be used for any overtime calculations. An employee will not be required to lay off during regular hours to equalize any overtime worked.

- (b) Where the Residence does not provide for a one-half hour meal period within five (5) hours of the start of an employee's shift that employee shall receive in addition to their regular wages for the day one-half hour pay at time and one half their regular hourly rate of pay.

13.06 Shift Premium

A shift premium of thirty-five cents (.35¢) per hour effective January 2020, forty cents (.40¢) per hour effective April 2021, forty-five cent (.45¢) per hour effective January 2023 shall apply to all hours where the majority of the hours worked fall between 15:30 and 07:30 hours.

13.07 When an employee reports for work at the assigned starting time without being told in advance by the Residence not to report at such time, then the employee shall receive work or if no work is available pay in lieu of work for four (4) hours or the number of hours scheduled if less than four (4) hours. This obligation on the part of the Employer shall cease if no work can be provided due to circumstances beyond the control of the Residence or failure on the part of the employee to keep the Residence informed of their current address and telephone number.

13.08 Employees shall be paid a weekend premium of an additional \$0.15/hour effective January 2020, \$0.20/hour effective April 2021, \$0.25/hour effective January 2023, for all hours worked between Friday at 2:30 p.m. and Sunday at 23:00 p.m. This premium shall be an addition to the regular shift premium and shall be effective the date of this award.

ARTICLE 14 - VACATIONS

14.01 Full-time employees will be granted vacations with pay in accordance with the following:

Employees shall not waive vacation and draw double time.

- (a) Less than one (1) year of continuous service - in accordance with the Employment Standards Act of Ontario;
- (b) One (1) year of continuous service - two (2) weeks;
- (c) Five (5) years of continuous service – three (3) weeks;
- (d) Eight (8) years of continuous service - four (4) weeks;
- (e) Fourteen (14) years of continuous service - five (5) weeks.
- (f) Twenty (20) years of continuous service - six (6) weeks.
- (g) Twenty-eight (28) years of continuous service – seven (7) weeks

Pay for a full-time employee's vacation shall be at the rate of two (2%) of total earnings during the previous vacation year for each week of vacation.

14.02 Part time employees will be granted vacations with pay in accordance to the following:

0 hours to less than 1800 hours worked	4% of gross earnings for the previous vacation year
1800 hrs to less than 9000 hours worked	2 calendar weeks vacation with pay at 4% of gross earnings for the previous vacation year
9000 hrs to less than 14400 hours worked	3 calendar weeks vacation with pay at 6% of gross earnings for the previous vacation year
14400 hrs to less than 25200 hours worked	4 calendar weeks' vacation pay at 8% of gross earnings
25200 hrs to less than 36000 hours worked	5 calendar weeks vacation pay at 10% of gross earnings
36000 hours or more	6 calendar weeks vacation pay at 12% of gross earnings
50400 hours or more	7 calendar weeks vacation pay at 14% of gross earnings

14.03 It is agreed and understood that a vacation year shall be from January 1st to December 31st in any year.

14.04 An employee shall not be permitted to carryover vacation from one year to another.

14.05 A vacation list request shall be posted by March 1st of each year. Employees shall have until April 1st to make their vacation request. The approved vacation schedule shall be posted by May 1st of each year and shall not be changed unless mutually agreed to by the employee and the Residence.

The Employer shall grant vacation time subject to operational requirements. In cases of conflict, preference for vacations shall be governed by seniority. Notwithstanding the foregoing, vacation requests submitted after vacation requests noted above, are subject to availability and shall be considered in the order they are received.

The choice of vacation time shall be in accordance with seniority within each classification and employees shall be entitled to receive their vacation in maximum periods of two weeks consecutively, provided that they have completed two years of service with the Employer and with regards to the efficiency of operations] unless otherwise mutually agreed upon

between the employee concerned and the Residence. If an employee has not requested their vacation by September 1st, the employer will meet with the employee in order to schedule the vacation.

During a classified outbreak employees will not be granted vacation unless the vacation has been pre-scheduled.

14.06 An employee who leaves the employ of the Residence shall be paid the vacation allowance in the bank to date.

ARTICLE 15 - PAID HOLIDAYS

15.01 The Employer recognizes the following as paid holidays for all employees within the bargaining unit:

New Years Day	Good Friday	Victoria Day
Canada Day	Civic Holiday	Labour Day
Thanksgiving Day	Remembrance Day	Christmas Day
Boxing Day	Family Day	

15.02 For any of the above-mentioned paid holidays, an employee shall receive remuneration that is equal to the employee's pay for a regular workday. An employee required to work on any such holiday shall, in addition to the employee's regular pay for the holiday, be paid at the rate of time and one-half (1 ½) for each hour so worked. The Residence may, if an employee requests within forty-five (45) days, substitute another working day for the holiday.

15.03 The Employer agrees to grant all employees one float day off with pay to be taken on a day mutually agreed upon between the Employer and the employee. Float days may not be carried over year to year and will be paid out the last full pay period of December. Request for float days must be submitted two (2) weeks in advance of the posted schedule and shall be granted subject to operational requirements.

15.04 If a paid holiday is observed on an employee's scheduled day off and the employee does not work on that day, the employee at their option may receive pay for the day or within the succeeding forty-five (45) day period, another day off with pay at a mutually agreeable time.

15.05 In order to qualify for any of the above-mentioned holidays, an employee must have worked on their last scheduled work day immediately preceding, and work the scheduled work day immediately following the holiday, unless absence is due to an authorized leave of absence for which the employee is entitled to remuneration at their regular rate of pay.

15.06 In order to qualify for any of the above holidays, part-time employees must meet the criteria as outlined in the Employment Standards Act.

15.07 If a paid holiday is observed during an employee's vacation period the employee shall receive an additional day off with pay.

ARTICLE 16 - CLASSIFICATION AND WAGES

16.01 The Residence will classify employees and will pay hourly rates in accordance with Schedule A:

16.02 Wage Progression

(a) Full-time employees

Individual salary increases resulting from seniority levels shall be implemented at the commencement of the pay nearest the applicable date of employment. The anniversary date shall be adjusted forward if necessary to account for leaves of absence as specified in Article 11 under which seniority accumulation is suspended.

(b) Part-time employees

Upon completion of the probationary period part-time employees shall progress through the salary scale on the basis of 1800 hours worked equals one year of service.

16.03 Responsibility Pay

An RPN shall receive a responsibility pay allowance of seventy-five cents (.75¢) per hour in addition to their regular rate of pay on afternoon and night shift, all hours worked on weekends or when so designated in the absence of the Manager or designate.

16.04 Employees will be paid on a bi-weekly basis. The normal payday shall be Friday. However, should a paid holiday fall on the pay day, payday will be advanced by one (1) day.

16.05 When an employee is detailed to relieve in a position of higher rating, the employee shall receive the rate for the position for which the employee is relieving for the full period of the relief.

16.06 When an employee is assigned to work in a lower paying classification, the employee shall maintain their regular rate of pay.

ARTICLE 17 - INCOME PROTECTION IN CASE OF ILLNESS

17.01 Income protection is for the sole purpose of protecting employees against loss of income for legitimate illness.

- 17.02 Effective the first day of the month after date of ratification all full-time employees who have completed their probation will begin to accumulate sick leave credits at the rate of 7.5 hours (1 credit) for each period of 146.5 hours worked to a maximum of 270 hours (36 credits). Provided credits are available, employees will be eligible to claim one hundred percent (100%) of scheduled lost time due to illness.
- 17.03 An employee may not be paid for illness for sick time taken before or after a scheduled vacation, leave of absence, designated holiday or scheduled day off unless a doctor's certificate is provided.
- 17.04 An employee who is injured and receiving payments from the Workers' Compensation Board will not be paid for illness by the Residence.
- 17.05 An employee shall notify the Residence of sickness at least two (2) hours prior to the commencement of their day shift and four (4) hours before the evening and night shift, unless impossible.
- 17.06 An employee may be required to produce a certificate from a qualified medical practitioner for any illness in excess of three working days, or on the third and consecutive illness in a calendar year, certifying that the employee was unable to carry out their duties due to illness.
- 17.07 **For full-time employees only:** In the event of the death of an employee who has four (4) or more years seniority, the value of fifty percent (50%) of accrued sick leave credits shall be paid to the employee's designated beneficiary. If there is no designated beneficiary, payment shall be made to the employee's estate. On retirement, an employee having accrued sick leave to their credit shall receive an amount in lieu thereof equal to fifty percent (50%) of such credit at the rate of pay effective immediately prior to retirement.
- 17.08 All medical certificate requested by the Employer will be at the employer's expense up to \$20.00.

ARTICLE 18 - EMPLOYEE BENEFITS

- 18.01 The following benefits will be available to all full-time employees who have completed their probationary period:
- (a) The Residence agrees to pay one hundred (100%) percent of the billed premium rate for the Ontario Health Insurance Plan;
 - (b) The Residence agrees to pay one hundred (100%) percent of the billed premium rate for the following:
 - (i) Life Insurance - 1 X annual salary, with AD&D, spousal coverage at \$2000 and dependent coverage at \$1000

(ii) Extended Health - Prescription Drugs (no deductible)

- Semi-private coverage
- Vision Care - \$225.00 every 24 months, increase to \$250.00 January 2021.

- (c) The Employer will pay 50% of the premiums of the Blue Cross Dental #9 or its equivalent, based on the current ODA fee schedule as amended from time to time with a 9 month lag.

18.02 It is understood that the Employer may at any time, substitute another Carrier for any Plan (other than OHIP) provided the benefits conferred thereby are not in total decreased. Before making a substitution, the Employer shall notify the Union to explain the proposed changes. Upon request by the Union, the Employer shall provide to the Union, full specifications of the benefit programs contracted for and in effect for employees covered herein.

18.03 All part-time employees upon completion of their probationary period, shall receive in lieu of all fringe benefits, an amount equal to seven (7%) percent of their straight time hourly rate for all hours worked which will include sick leave. Effective July 1st, 2014, the in lieu of all fringe benefits will increase to nine (9%) percent.

18.04 **Pension Plan**

Each eligible employee covered by this Collective Agreement shall contribute from each pay cheque an amount equal to one percent (2%) of applicable wages to the Nursing Homes and Related Industries Pension Plan being a multi-employer pension plan (the "Plan"). Employer shall match such contributions, the amount being two percent (2%) of applicable wages. **Contributions paid by both the employee and the employer shall increase to two and one half percent (2.5%) effective April 2020, three percent (3%) effective January 2022, three and one half percent (3.5%) effective January 2023.**

ARTICLE 19 - UNIFORM ALLOWANCE

The Employer will provide a uniform allowance of \$0.06 per hour worked. The uniform allowance shall be paid out annually the first pay period the following year.

ARTICLE 20 - JOB POSTING

20.01 When a vacancy occurs or a new job is created which comes within the scope of the Collective Agreement such vacancy or new job shall be posted on a bulletin board accessible to all employees for a period of seven (7) working days during which time employees will have the opportunity to apply and be considered. The most senior applicant able to meet the normal requirements of the job shall be awarded the job.

*clarity note: for this article, seven (7) working days will mean calendar days. The employer will identify the closing date on the job postings.

- 20.02 (a) The successful applicant shall be notified within one (1) week following the end of the posting period. The employee shall be given a trial period of forty-five (45) working days during which time they shall receive the necessary orientation for the position. Such trial promotion or transfer shall become permanent upon completion of the trial period unless the employee feels that they are not suitable for the position and wishes to return to their former position during the trial period or the Employer feels that the employee is not suitable for the position and requires that the employee return to their former position during the trial period.
- (b) The employee will return to their 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 their former position and salary without loss of seniority.
- 20.03 The Employer will post the name of the successful applicant to a permanent vacancy in the Bargaining Unit within ten [10] days of the position being filled.
- 20.04 In the event of a temporary illness or compensable injury that is expected to exceed six [6] weeks in duration, the Residence will post the temporary vacancy in accordance with Article 19. The Employer will outline to the employee selected to fill the vacancy the anticipated conditions and duration of such vacancy. Upon the return of the employee from their absence, the employee shall have the right to return to their former position. The Employer shall not be liable for payments to the resulting displaced employee(s). In the event that a part-time employee is the successful applicant, the part-time employee shall retain his/her par-time status during the temporary full-time period.
- 20.05 Employees may be hired for a specific term not to exceed six (6) months, to replace an employee who will be on approved leave of absence, absence due to W.C.B. disability, sick leave, long term disability, vacation, or to perform a special non-recurring task.

This term may be extended a further six months upon mutual agreement of the Union, the employee and the Residence. The period of employment of such persons will not exceed the absentee's leave. The temporary employee shall be entitled to all rights and benefits under the Collective Agreement except that the release or discharge of such employee shall not be the subject of a grievance or arbitration process.

The temporary employee shall not accumulate seniority however, it is understood that this clause would not preclude such employees from using the job posting provision under the Collective Agreement and any successful applicant who has completed his probation period will be credited with the appropriate seniority.

The Residence will outline to employees selected to fill such temporary vacancies and the

Union the circumstances giving rise to the vacancy, and the special conditions relating to such employment.

20.06 The Employer shall notify the Vice-President of the local Union in writing of all hirings, terminations and retirements and job postings within ten (10) days of their occurrence.

ARTICLE 21 - HEALTH & SAFETY

- (a) The Employer and the Union agree that they mutually desire to maintain standards of safety and health in the Residence in order to prevent accidents, injury and illness.
- (b) Management agrees to form a Joint Health & Safety Committee in accordance with existing Health and Safety legislation in the Province of Ontario. The Employer agrees to accept as a member of its Accident Prevention-Health and Safety Committee at least one representative elected or appointed by the Union from amongst bargaining unit employees.
- (c) Such Committee shall identify employee related potential dangers and hazards, institute means of improving health and safety programs and recommend actions to be taken to improve conditions related to safety and health.
- (d) The Employer agrees to cooperate reasonably in providing necessary information to enable the Committee to fulfil its functions.
- (e) Meetings shall be held every third month in accordance with the Health and Safety guidelines, or more frequently at the call of the chair if required. The Committee shall maintain minutes of all meetings and make the same available for review prior to the next scheduled meeting.

A quorum for the carrying out of business shall be 50% each from the management and worker groups.

- (f) All members of the JHSC shall receive training and education to ensure a basic understanding of health and safety issues and Committee functions. Such training will be mutually agreed upon by both parties and shall not be unreasonably withheld. This training shall be undertaken prior to acting on the committee, or shortly thereafter, as determined by the JHSC. A yearly upgrading on health and safety issues should be provided for all JHSC members.
- (g) The Union agrees to endeavour to obtain the full cooperation of its membership in the observation of all safety rules and practices.

- (h) Any representative appointed or selected in accordance with (b) hereof shall serve for a term of one calendar year from the date of appointment which may be renewed for further periods of one year. Time off for such representative(s) to attend meetings of the Accident Prevention-Health and Safety Committee in accordance with the foregoing shall be granted and time so spent attending such meetings shall be deemed to be work time for which the representative(s) shall be paid by the Residence at his/her regular or premium rate as may be applicable. Notice of such time off shall be submitted in writing to the immediate supervisor, ten (10) working days in advance, unless not reasonably possible to do so. The requested time off will not be unreasonably withheld.

ARTICLE 22 - RETROACTIVITY

- 22.01 Increases to the salary schedule shall be retroactive to April 1st, 2019. The employer will endeavour to provide all retroactivity within thirty (30) days of the Interest Arbitration Award and /or receiving written notice of ratification. All retroactivity will be paid to employees on a separate cheque or itemized on an employee's regular cheque. All former employees shall be sent notice by the employer at their last know address and will have thirty (30) calendar days from the date notice is sent to claim retroactive payments. The Union shall receive a copy of all notices sent to former employees.

ARTICLE 23 - MISCELLANEOUS

- 23.01 Any letter of reprimand, suspension or adverse report will be removed from the record of an employee eighteen (18) months following receipt of such letter, suspension or report, provided that the employee's record has been discipline free for such eighteen (18) month period.
- 23.02 An employee shall have the right to review his/her personnel record in the presence of a Supervisor at a mutually agreed upon time. The employee shall not have access to job references. Copies of documents contained within the file, may be made by an employee, proved that the number of copies are reasonable.

No evidence from the employee's record may be introduced as evidence in any hearing of which the employee was not aware at the time of filing.

ARTICLE 24

24.01 UPGRADING

If an employee is required by the employer to upgrade her present qualifications for her present classification, then such employee shall be entitled to a leave of absence without pay. The employer will reimburse any fee charged for the course, provided that the employee successfully completes the course, but not any other travel, meals or accommodation, or other expenses. The employer will not unreasonably deny a request for an unpaid leave of absence for the purpose of writing examinations, provided the employee provides reasonable notice and particulars.

24.02 IN-SERVICE

All employees are encouraged to attend relevant on the job training. The employer agrees to identify which on the job training, if any, is voluntary or mandatory. No employee will suffer a loss of regular pay for attending mandatory on the job training; any mandatory on the job training outside an employee's regularly scheduled hours will be compensated on the basis of regular hourly rate. No employee will be disciplined for not attending voluntary on the job training.

ARTICLE 25 - JOB DESCRIPTIONS

25.01 Job descriptions shall be made available for all positions for which the Union is Bargaining Agent. These descriptions shall be presented and discussed with the Union and shall become the recognized job descriptions.

The Employer shall prepare the job descriptions and determine the duties and the normal requirements of the job. New job descriptions shall be prepared whenever a new job is created or when the duties and or normal requirements are no longer the same.

The rate of pay shall be subject to negotiations between the Employer and the Union. If the parties are unable to agree on the rate of pay for the job description in question, such dispute shall be submitted to the grievance/arbitration procedure, starting at Step 2 as hereinbefore provided.

Copies of the job descriptions shall be given to the Union for all positions for which the Union is the Bargaining Agent.

ARTICLE 26 - PHYSICAL EXAMINATIONS

26.01 Before final acceptance for employment all applicants will be required to pass a physical examination. In the event an employee is assigned to work before the physical examination is completed, it is understood that continued employment is pending upon the results of the physical examination provided that such physical examination occurs while an employee is still in their probationary period.

ARTICLE 27 - DURATION

27.01 This Agreement, which supersedes any previous Agreements, written, expressed or implied, shall continue in effect from and including the 1st day of April 2019 to and including the 31st day of March 2023. Notice of termination or amendment may only be given during a period of ninety (90) days preceding March 31st, 2015. If no such notice is given, this Agreement shall carry on from year to year.

ARTICLE 28 - CHANGES IN AGREEMENT

28.01 Any changes deemed necessary in this Agreement may be made by mutual agreement at any time during the existence of this Agreement in accordance with Section 52, sub-section 5 of The Labour Relations Act.

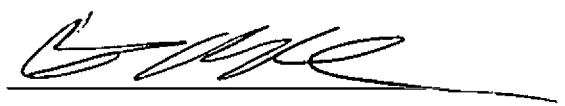
IN WITNESS WHEREOF THE PARTIES HERETO HAVE SET THEIR HAND AND SEALS TO THIS AGREEMENT.

Dated at Timmins, Ontario this 18th day of December 2019.

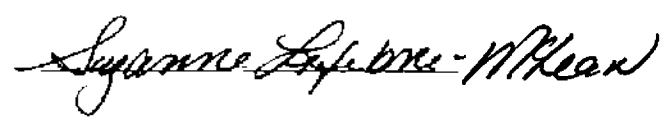
FOR THE EMPLOYER



FOR THE UNION



Eric DuRaine



nc/cope 491

"SCHEDULE A"

EFFECTIVE APRIL 1, 2019 – 2%
CLASSIFICATION

	<u>PROBATION</u>	<u>3 MONTHS</u>	<u>1 YEAR</u>	<u>2 YEARS</u>	<u>3 YEARS</u>
COOK 1	\$18.82	\$19.44	\$19.91	\$20.30	\$20.75
COOK 2	\$16.76	\$17.17	\$17.61	\$18.03	\$18.44
GUEST ATTENDANT	\$16.05	\$16.50	\$16.89	\$17.23	\$17.62
AIDES	\$14.70	\$15.08	\$15.54	\$15.95	\$16.34
MAINTENANCE	\$18.76	\$19.48	\$20.05		
GUEST ATTENDANT RPN	\$21.35	\$22.07	\$22.56	\$23.02	\$23.35
GUEST ATTENDANT PSW	\$16.30	\$16.72	\$17.10	\$17.49	\$17.83

EFFECTIVE APRIL 1, 2020 – 2%
CLASSIFICATION

	<u>PROBATION</u>	<u>3 MONTHS</u>	<u>1 YEAR</u>	<u>2 YEARS</u>	<u>3 YEARS</u>
COOK 1	\$19.20	\$19.83	\$20.31	\$20.71	\$21.17
COOK 2	\$17.10	\$17.52	\$17.97	\$18.39	\$18.81
GUEST ATTENDANT	\$16.38	\$16.83	\$17.23	\$17.58	\$17.98
AIDES	\$15.00	\$15.39	\$15.85	\$16.27	\$16.67
MAINTENANCE	\$19.14	\$19.87	\$20.46		
GUEST ATTENDANT RPN	\$21.78	\$22.52	\$23.02	\$23.48	\$23.82
GUEST ATTENDANT PSW	\$16.63	\$17.06	\$17.45	\$17.84	\$18.19

EFFECTIVE APRIL 1, 2021 – 2%
CLASSIFICATION

	<u>PROBATION</u>	<u>3 MONTHS</u>	<u>1 YEAR</u>	<u>2 YEARS</u>	<u>3 YEARS</u>
COOK 1	\$19.59	\$20.23	\$20.72	\$21.13	\$21.60
COOK 2	\$17.45	\$17.87	\$18.33	\$18.76	\$19.19
GUEST ATTENDANT	\$16.71	\$17.17	\$17.58	\$17.94	\$18.34
AIDES	\$15.30	\$15.70	\$16.17	\$16.60	\$17.01
MAINTENANCE	\$19.53	\$20.27	\$20.87		
GUEST ATTENDANT RPN	\$22.22	\$22.97	\$23.48	\$23.95	\$24.30
GUEST ATTENDANT PSW	\$16.97	\$17.41	\$17.80	\$18.20	\$18.56

"SCHEDULE A"

EFFECTIVE APRIL 1, 2022 – 2%

<u>CLASSIFICATION</u>	<u>PROBATION</u>	<u>3 MONTHS</u>	<u>1 YEAR</u>	<u>2 YEARS</u>	<u>3 YEARS</u>
COOK 1	\$19.99	\$20.64	\$21.14	\$21.56	\$22.04
COOK 2	\$17.80	\$18.23	\$18.70	\$19.14	\$19.58
GUEST ATTENDANT	\$17.05	\$17.52	\$17.94	\$18.30	\$18.71
AIDES	\$15.61	\$16.02	\$16.50	\$16.94	\$17.35
MAINTENANCE	\$19.92	\$20.68	\$21.29		
GUEST ATTENDANT RPN	\$22.67	\$23.43	\$23.95	\$24.43	\$24.79
GUEST ATTENDANT PSW	\$17.31	\$17.76	\$18.16	\$18.57	\$18.94

SCHEDULE "C"

NURSING HOMES AND RELATED INDUSTRIES PENSION PLAN

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

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

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

- i) the straight time component of hours worked on a holiday
- ii) holiday pay, for the hours not worked
- iii) vacation pay
- iv) paid sick leave
- v) bereavement leave
- vi) jury duty
- vii) negotiations and grievance meetings

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

"Eligible employee" means all employees in the bargaining unit who have completed nine hundred and seventy-five (975) hours of service.

- .02 Each eligible employee covered by this Collective Agreement shall contribute for each pay period an amount equal to (2%) percent of applicable wages to the Plan. The Employer shall contribute on behalf of each eligible employee for each pay period, an amount equal to (2%) percent of applicable wages to the Plan. Increase in pension premiums effective April 2020 0.5%, January 2022 increase by 0.5%, January 2023 increase by 0.5%.

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.

- .03 The Employee and the 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.

- .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.

- .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.

For further specificity, the items required for each eligible employee by Article .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:
 - Name
 - 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 changes:

- 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.

.06 The Employer agrees to be bound by the terms of the Agreement and Declaration of Trust dated February 13, 1990 and the rules and regulations of the Plan adopted by the Trustees, both as may be amended from time to time.