

COLLECTIVE AGREEMENT

BETWEEN

SUNNYCREST NURSING HOME LIMITED

AND

CANADIAN UNION OF PUBLIC EMPLOYEES

AND ITS LOCAL 132.01

EXPIRY: APRIL 30, 2019

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ARTICLE 1 - RECOGNITION

1.01 The Employer recognizes the Union as the sole and exclusive bargaining agent for all its employees in the Regional Municipality of Durham, save and except professional medical staff, registered nurses, office and clerical staff, activities director, Supervisors and persons above the rank of Supervisor. Now this Agreement witnesseth that in consideration of the mutual terms and covenants hereinafter contained, it is hereby agreed by and between the parties hereto as follows:

1.02 No Discrimination

The parties agree that there shall be no discrimination by the Union or the Home against any employee, within the meaning of the Ontario Human Rights Code, as it may be amended from time to time.

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

1.03 Resident Abuse

The parties acknowledge that Residents have a right to live in an environment that is free from abuse and agree to cooperate to promote an abuse-free environment.

All employees have an obligation to report to their supervisor any incidents of resident abuse or suspected resident abuse. Both the Employer and the Union agree that an employee who, in good faith, reports resident abuse will be protected against retaliation or retribution.

ARTICLE 2 - MANAGEMENT RIGHTS

2.01 The Union acknowledges that all management rights and prerogatives are vested exclusively with the Employer and without limiting the generality of the foregoing it is the exclusive function of the Employer to:

- a) determine and establish standards, policies and procedures for the care, welfare, safety and comfort of the residents of the Nursing Home,
- b) to maintain order, discipline, efficiency and in connection therewith to establish and enforce rules and regulations,
- c) to hire, transfer, lay-off, promote, demote, classify and assign duties,

- d) to discharge, suspend or otherwise discipline employees for just cause,
- e) to plan, direct and control the work of the employees and the operations of the Nursing Centre.

2.02 It is agreed and understood that these rights shall not be exercised in a manner inconsistent with the terms of this Agreement.

2.03 The parties agree that any required staff signatures on established standards, policies or procedures will indicate that an employee has read the document but will not constitute agreement.

ARTICLE 3 - CORRESPONDENCE

3.01 All correspondence between the parties, arising out of this Agreement, or incidental thereto, shall pass to and from the Administrator or designate, and the Secretary of the Union. The Employer agrees to provide the Unit Chairperson with a copy of such correspondence. It is further understood that failure to provide such a copy to the Unit Chairperson shall not invalidate any management action otherwise in accordance with this Agreement.

ARTICLE 4 - LABOUR MANAGEMENT RELATIONS

4.01 No individual employee or group of employees shall undertake to represent the Union at meetings with the Employer without proper authorization of the Union. In order that this may be carried out, the Union will supply the Employer with the names of its Officers and Stewards. Similarly, the Employer shall, if required, supply the Union with a list of its Supervisory or other personnel or other representative with whom the Union may be required to transact business.

4.02 The Union shall have the right at any time to have the assistance of a designated representative of the Canadian Union of Public Employees when dealing or negotiating with the Employer. Such representative shall have reasonable access to the Employer's premises upon consent of the Employer in order to assist in the settlement of a grievance, after it has reached Step 2 of the Grievance Procedure.

4.03 Employees whose classifications are not in the Bargaining Unit shall not perform bargaining unit work. Supervisory employees may perform bargaining unit work for purposes of instruction, experimentation and in cases of emergency.

4.04 The Employer acknowledges the Union's right to appoint or otherwise select a Negotiating Committee composed of not more than three (3) employees and will recognize and deal with the said committee. Such employees shall suffer no loss of

pay for time spent during scheduled hours in negotiations with the Employer up to and including Conciliation.

- 4.05 The Union and the Employer agree to abide by the *Ontario Human Rights Code*, as it may be amended from time to time.
- 4.06 An Employee may request the presence of a Union Steward or Executive member at any meeting, with Management, arranged for any of the following purposes:
- i) the imposition of discipline,
 - ii) the censuring of the Employee for poor work performance,
 - iii) to discuss the Employer's concerns with the Employee's absenteeism record

The Union Stewards or Executive members undertake to be reasonably available in person or by telephone for such meeting. In the event that neither a Union Steward or Executive is available, the Union will appoint an alternate contact to be available.

ARTICLE 5 - UNION SECURITY

- 5.01 All present employees save and except those excluded under Article 1.01, as a condition of continued employment, shall become and remain members in good standing of the Union. All future employees shall, as a condition of continued employment, become and remain members in good standing in the Union immediately following completion of their probationary period.
- 5.02 The Employer shall deduct from every employee any monthly dues levied in accordance with the Union's Constitution and Bylaws.
- 5.03 Deductions shall be made from each pay and shall be forwarded to the Secretary Treasurer of the Union not later than the 15th day of the following month accompanied by a list of names of employees from whose wages the deductions have been made. This list will also include the names of newly hired and terminated employees. A copy of this list shall be forwarded, by the Employer, to the Vice President of the Sunnycrest bargaining unit.
- 5.04 The Employer agrees that a Local Union Steward will be given the opportunity to interview each newly hired employee for the purpose of advising such employees of his/her rights and obligations under the terms of this Agreement. Such interview may take place on the Employer's premises at a time and location mutually agreeable to the Employer, during regular office hours, and shall not exceed ten (10) minutes.

- 5.05 The Employer agrees that they will indicate the amount of Union dues deducted on each employee's T-4 slip.
- 5.06 The Employer will provide the Union twice a year with a list containing all bargaining unit members' names, their addresses and phone numbers currently on record with the Employer. Notwithstanding the foregoing, it is understood that the Employer will not provide telephone number(s) on record of those employees who have provided the Employer with a written statement that they do not consent to the Employer providing their telephone number to the Union.

ARTICLE 6 - GRIEVANCE PROCEDURE

- 6.01 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 Collective Agreement.
- 6.02 The Employer acknowledges the right of the Union to appoint up to five (5) Stewards, whose duties shall be to assist any employee whom the Steward represents, in presenting his grievance in accordance with the grievance procedure. It is understood that only one (1) Steward will represent an employee during a grievance.
- 6.03 The Union shall notify the Employer, in writing, the name of each Steward and the name of the Unit Chairperson before the Employer shall be required to recognize him/her. The Unit Chairperson shall also be one of the five (5) recognized Stewards identified in Article 6.02.
- 6.04 The Union acknowledges that the Stewards must continue their regular duties on behalf of the Employer and that such persons will not leave their duties without first obtaining permission from their Supervisor, which permission shall not be unreasonably withheld; and, on the completion of such duties, will report back to their immediate Supervisor. In accordance with this understanding such employees will be compensated by the Employer to the extent of their regular pay lost for such time in dealing with matters arising out of this Agreement. Compensation will not be allowed for time spent outside of the employee's regular working hours, and the Employer reserves the right to withhold payment if the Steward does not conform to the accepted practice in dealing with matters arising out of this Agreement, or if unreasonable or abnormal time is consumed in dealing with such matters.
- 6.05 All grievances shall be taken in the following manner:

Step No.1

An employee having a complaint shall first bring it to the Supervisor's attention in an effort to settle the complaint. Failing resolution, a Step No. 1 written grievance

may be filed with the employee's Supervisor within five (5) working days of the occurrence leading to the grievance and a meeting of the Supervisor and the employee, with Union representation, shall take place within five (5) working days of the filing of the grievance. The Supervisor shall give her/his written answer to such grievance within five (5) working days of the meeting.

Step No. 2

If the grievance is not settled in Step No. 1, the employee shall submit the grievance, in writing, to the Administrator or designated representative, within five (5) working days of receipt of the Supervisor's answer to Step No. 1. A meeting will then be held to review the grievance between the Administrator or his/her designated representative and the employee within seven (7) working days of the date on which the grievance is received. It is understood that at such a meeting the Administrator or his/her designated representative may have such counsel and assistance as he/she may desire and that the employee may have his/her Steward and that the National Representative of the Union, and/or the Local Union President, may also be present at the request of either the employee or the Employer. The decision of the Administrator or his/her designated representative shall be given, in writing, to the employee within five (5) working days following the meeting.

Step No. 3

If the grievance is not settled in Step No. 2, the grievance may be referred to arbitration by the Union within twenty (20) working days.

- 6.06 For the purposes of this Article, working days shall mean all days of the week except Saturdays, Sundays and holidays as defined in Article 14 – Holidays.
- 6.07 The Employer may bring a grievance by submitting the grievance, in writing, to the Local Union President, within five (5) working days of the occurrence leading to the grievance. The Union's answer shall be given, in writing, to the Employer within five (5) working days following receipt of the grievance. If the grievance is not settled by this procedure the grievance may be referred to arbitration by the Employer.
- 6.08 The Union may institute a grievance consisting of an allegation of a general misinterpretation or violation by the Employer of this Agreement, in writing, and such shall be processed in accordance with the Grievance Procedure commencing at Step No. 2 provided it is presented within five (5) working days after the circumstances giving rise to the grievance have originated or occurred.

ARTICLE 7 - ARBITRATION

- 7.01 When either party requests that a grievance be submitted to arbitration the request shall be made by registered mail addressed to the other party to the Agreement indicating the name and address of its appointee to the Arbitration Board. The two (2) Arbitrators shall then select an impartial Chairperson.
- 7.02 If the two (2) appointees fail to agree upon a Chairperson within fifteen (15) days of appointment, the appointment shall be made by the Provincial Minister of Labour, upon the request of either party.
- 7.03 The decision of the Arbitration Board shall be final and binding on the parties and any employees involved in the grievance. If the finding of the Arbitration Board is not unanimous, then the finding of the majority of the members of the Arbitration Board shall be final and binding on the parties.
- 7.04 Each party shall be responsible for the expenses of its nominee to the Arbitration Board and the expenses of the Chairperson shall be shared equally between the parties.
- 7.05 No person shall act on an Arbitration Board who has been involved in attempts to settle any grievance.
- 7.06 The Arbitration Board shall not have authority to amend, or alter, or add to, or modify the terms of this Collective Agreement.
- 7.07 The Board of Arbitration shall have the powers contained in the Ontario Labour Relations Act in conducting its proceedings.
- 7.08 Subject to the mutual written consent of both the Employer and the Union the above arbitration provisions may be amended to provide for a sole Arbitrator.
- 7.09 **Any settlement achieved between the representatives of the Employer and the representatives of the Union during the grievance or arbitration procedure will be final and binding on the Employer, the Union and the affected employees.**

ARTICLE 8 - NO STRIKES - NO LOCK-OUTS

- 8.01 The Employer will not cause or direct any lockout of its employees and the Union and employees will not cause, direct, encourage or participate in any strike so long as this Agreement shall remain in effect. A strike or lockout shall be as defined in the *Ontario Labour Relations Act*, as it may be amended from time to time.

ARTICLE 9 - SENIORITY

- 9.01 Seniority and service for full-time and part-time employees shall mean length of service in the bargaining unit from the last date of hiring except as otherwise provided herein. Seniority and service for part-time employees hired after January 25, 1999, shall accrue on the basis of hours worked in the bargaining unit from the last date of hiring, with 1950 hours worked equal to one year of seniority and one year of service. Effective after May 12, 2003 seniority and service shall accumulate for part-time employees hired after January 25, 1999 on the basis that 1800 hours worked after May 12, 2003 is equal to one year of seniority and one year of service. Hours worked and paid for and hours not worked but paid for by the Employer, will be considered hours worked for the purposes of computing seniority and service.
- 9.02 The Employer shall maintain a seniority list for employees in the bargaining unit. An up-to-date seniority list shall be sent to the Union and posted on the main bulletin boards in January and July of each year.
- 9.03 A newly hired employee shall be considered on probationary period until the employee has completed 487.5 hours of work since date of last hiring into the bargaining unit. During the probationary period, employees shall not be entitled to any rights or privileges of this Agreement except as to wages. Notwithstanding that, the parties recognize that the termination of probationary employee may be the subject matter of the grievance and arbitration procedures set out in this Agreement. However, the parties specifically agree that the appropriateness of the termination of a probationary employee is a matter for the discretion of the Employer and provided the exercise of discretion in the termination of a probationary employee has not been arbitrary, discriminatory nor exercised in bad faith then the Employer will have established cause for termination of a probationary employee. After completion of the probationary period, the employee will be placed on the seniority list and his/her seniority shall be effective from the date of his/her last hiring.
- 9.04 An employee shall lose his/her seniority and shall be deemed terminated in the event:
- a) he/she is discharged for just cause and is not reinstated;
 - b) he/she resigns or quits, in writing, and does not reverse a verbal quit within two (2) calendar days.
 - c) he/she fails to notify the Employer of his/her intention to return to work within forty-eight (48) hours of receiving notification of recall by registered mail or fails to return to work within seven (7) calendar days after being notified by registered mail delivered to his/her current address, of his/her recall from lay-off. It shall be the responsibility of the employee to keep the Employer informed of his/her current address;

- d) absence occasioned by illness for twenty-four (24) months or more. Prior to the automatic termination of employees working under this clause, the Employer agrees to ensure that any action taken by the Employer complies with the *Ontario Human Rights Code*.
- e) he/she is absent from work in excess of three (3) working days without obtaining leave of the Employer unless a satisfactory reason is given;
- f) the employee has been laid off and not recalled to work for twenty-four (24) months;
- g) utilizes a leave of absence for a purpose other than that for which it was granted
- h) he/she is absent from work in excess of thirty-six (36) months due to a WSIB injury. Prior to the automatic termination of employees working under this clause, the Employer agrees to ensure that any action taken by the Employer complies with the *Ontario Human Rights Code*.

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

9.06 A part-time employee hired after January 25, 1999 who changes status from part time to full time shall receive credit for her/his full seniority and service on the basis of one (1) year of seniority for each 1950 hours worked and effective after May 12, 2003 on the basis of one year (1) year of seniority for each 1800 hours worked after May 12, 2003. Any time worked in excess of an equivalent will be pro-rated at the time of the transfer. An employee whose status is changed from full time to part time will receive credit for her/his full-time seniority and service on the basis of 1950 hours worked for each calendar year of seniority and continuous service, and effective after May 12, 2003 on the basis of 1800 hours worked after May 12, 2003 for each calendar year of seniority and continuous service. Any time worked in excess of an equivalent will be pro-rated at the time of transfer.

9.07 Effect of Absence

Whenever they are used in the Collective Agreement, the terms seniority and service shall be defined as in 9.01 subject to the following conditions:

- a) It is understood that during an approved absence not paid by the Employer not exceeding thirty (30) continuous days or during any approved absence paid by the Employer, seniority and service will accrue.
- b) During an absence not paid by the Employer exceeding thirty (30) continuous calendar days, credit for service for purposes of salary increment, vacation progression, or any other benefits under any provisions of the

Collective Agreement or elsewhere, shall be suspended; the benefits concerned appropriately reduced on a pro-rata basis. In addition, the employee will become responsible for full payment of subsidized employee benefits in which he/she is participating for the period of the absence. Notwithstanding this provision, credit for service for pregnancy and parental leave shall be as in accordance with the *Employment Standards Act*.

- 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 twelve (12) months if an employee's absence is due to a disability resulting in W.S.I.B. benefits. Credit for seniority for pregnancy and parental leave shall be as in accordance with the *Employment Standards Act*.

- d) Benefits/Workers' Safety Insurance Board, Paid Leave

The Employer shall continue to pay premiums for benefit plans for employees who are on a paid leave of absence or W.S.I.B. if the employee continues their contribution towards said benefits.

It is understood that the obligation of the Employer, to pay aforesaid benefits while on W.S.I.B. shall continue for up to twelve (12) months following the date of the injury.

- 9.08 a) An employee who is transferred or promoted temporarily to a supervisory position outside the bargaining unit shall retain accumulated seniority for a period of thirteen (13) months. In the event the employee is returned by the Employer to a position in the bargaining unit within thirteen (13) months, the employee shall be credited with the seniority held at the time of transfer and/or promotion and resume accumulation from the date of her return to the bargaining unit. The employee shall return to the position that she previously held and all other employees shall revert to their previous positions.
- b) An Employee not returned to the bargaining unit within thirteen (13) months shall forfeit her bargaining unit seniority. It is the Employer's responsibility to notify the employee and the Union thirty (30) days prior to the end of the 13th month period if the leave is to extend beyond thirteen (13) months.
- c) An employee who is transferred or promoted to a supervisory position outside of the bargaining unit is not covered by the terms of the collective agreement during the period outside of the unit.

ARTICLE 10 – JOB POSTING

- 10.01 a) When a vacancy occurs by reason of termination or a new position is created within the bargaining unit, the Employer shall post notices of the position on the Employer's main bulletin boards for a minimum of eight (8) calendar days.
- b) Until the vacancy is filled, resulting from the job posting provisions, the Employer is free to fill the vacancy on a temporary basis.
- c) If no applications are received by 10:00 a.m. on the ninth (9th) calendar day following the posting date the Employer may start proceedings to secure permanent applications for the vacancy from outside labour sources.
- d) Temporary vacancies which are potentially less than three (3) months in duration need not be posted. Temporary vacancies of three (3) months or greater shall only result in the posting of the original temporary vacancy to be filled. An employee who is filling a temporary vacancy of three (3) months or greater duration must complete three (3) months of filling that vacancy prior to being eligible to fill any other temporary vacancy. An employee who is filling a temporary vacancy of less than three (3) months duration must complete the temporary vacancy prior to being eligible to fill any other vacancy.

10.02 Such notice shall stipulate position open, qualifications required, department and shift(s).

10.03 All applications received will be considered within eight (8) days of the first day of posting of the notice. The Employer shall consider the qualifications, ability, and physical fitness of the applicants and shall appoint the senior applicant having the required qualifications.

The name of the successful applicant will be posted on the Employer's main bulletin board.

10.04 The successful applicant shall be placed on trial in the new position for a period of forty-five (45) working days. Such trial promotion or transfer shall become permanent after the trial period unless:

1. The employee feels that she/he is not suitable for the position, and wishes to return to her/his former position; or,
2. The Employer feels that the employee is not suitable for the position, and requires that she/he return to her/his former position.

In the event of either 1 or 2 above the employee will return to her/his former position and salary without loss of seniority. Any other employee promoted or transferred as a result of the rearrangement of positions shall also be returned to her/his former position and salary without loss of seniority.

10.05 The Employer will provide the Union with copies of all job postings when they are posted.

10.06 Part time employees who fill temporary full time positions shall continue to be treated for all purposes as part time employees. Without limiting the foregoing, the employee will continue to receive the in-lieu of benefits payment under Article 21.01 and holiday pay as provided for under Article 21.02.

ARTICLE 11 – LAY-OFFS AND RECALLS

11.01 In the event of a proposed layoff of a permanent or long-term nature of thirteen (13) calendar weeks or more, the Employer will:

- a) provide the Union with at least six (6) weeks' notice prior to its implementation. This notice is not in addition to required notice for individual employees,
- b) provide affected employees with notice in accordance with the *Employment Standards Act*. However, the Act will be deemed to be amended to provide notice to the affected employee as follows:
 - if her/his service is greater than 9 years – 9 weeks' notice
 - if her/his service is greater than 10 years of service – 10 weeks' notice
 - If her/his service is greater than 11 years of service – 11 weeks' notice
 - if her/his service is greater than 12 years of service – 12 weeks' notice
- c) meet with the Union through the Labour Management Committee to review the reasons and expected duration of the layoff, any realignment of service or staff and its effect on employees in the bargaining unit.

Any Agreement between the Employer and the Union resulting from the above process concerning the method, timing and implementation will take precedence over other terms of layoff and related provisions in this Collective Agreement.

11.02 Layoff Procedure – Full Time

- a) In the event of layoff of full-time employee(s) the Employer shall lay off full-time employees in the reverse order of their seniority within their classification, provided that there remain on the job employees who have the ability and qualifications as required by law to perform the work.

- b) A full-time employee who is subject to lay-off shall have the right to either:
 - i) accept the layoff, or,
 - ii) displace another full-time employee who has lesser bargaining-unit seniority and who is the least senior full-time employee in a lower or identical paying classification in the bargaining unit if the full-time employee originally subject to layoff is qualified for and can perform the duties of the lower or identical paying classification without training other than orientation. Such full-time employee so displaced shall be laid off,
 - iii) In the event that a full-time employee is laid off and provided that no other full-time bargaining positions are available for which the employee is qualified and able to perform, the full-time employee shall then be allowed to displace a part-time employee with less seniority in a lower or identical paying classification provided that the employee is qualified and able to do the work available.
- c) The decision of the full-time employee to choose a) or b) (i) or (ii) or (iii) above shall be given, in writing, to the Administrator within one calendar week following the notification of layoff. Employees failing to do so will be deemed to have accepted the layoff.

11.03 Layoff Procedure – Part Time

- a) In the event of layoff of part-time employee(s), the Employer shall lay off part-time employees in the reverse order of their seniority within their classification, provided that there remain on the job, employees who have the ability and qualifications as required by law to perform the work.
- b) A part-time employee who is subject to layoff shall have the right to either:
 - i) accept the layoff; or,
 - ii) displace another part-time employee who has lesser bargaining unit seniority and who is the least senior part-time employee in a lower or identical paying classification in the bargaining unit if the part-time employee originally subject to lay-off is qualified for and can perform the duties of the lower or identical paying classification without training other than orientation. Such part-time employee so displaced shall be laid off.
- c) The decision of the part-time employee to choose a) or b) (i) or (ii) above shall be given, in writing, to the Administrator within one calendar week

following the notification of layoff. Employees failing to do so will be deemed to have accepted the layoff.

11.04 Recall Rights

- a) An employee shall have the opportunity of recall from a layoff to an available opening, in order of seniority, provided she/he has the ability and qualifications as required by law to perform the work before such opening is filled on a regular basis under a job posting procedure. The posting procedure in the collective Agreement shall not apply until the recall process has been completed. In determining the ability and qualifications as required by law as agreed between the parties of an employee to perform the work for the purposes of the paragraph above, the Employer shall not act in an arbitrary manner.
- 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 forty-eight (48) hours after being notified to do so by registered mail (which notification shall be deemed to have been received on the second date of mailing) and return to work within seven (7) calendar days after being notified. The notification shall state the job to which the employee is eligible to be recalled and the date and time at which the employee shall report for work.
- d) Employees on layoff or notice of layoff shall be given preference for temporary vacancies which are expected to exceed fifteen (15) 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 layoff. This provision supersedes the job posting provision.

11.05 Grievances concerning layoffs or recalls shall be initiated at Step 2 of the Grievance Procedure.

11.06 No full-time employee within the bargaining unit shall be laid off as a direct result of his/her duties and his/her full-time hours of work being assigned to two(2) or more part-time employees.

ARTICLE 12 - HOURS OF WORK

- 12.01 a) The following is intended to define the normal hours of work for full-time employees, but shall not be interpreted as a guarantee of hours of work per day or per week, or days of work per week.
- b) The regular work shift for full-time employees shall be seven and one half (7 ½) working hours per day exclusive of meal periods. The seven and one half (7½) hours per day will be worked within an eight (8) hour period.
- 12.02 The hours and days of work of each employee shall be posted in an appropriate place at least two (2) weeks in advance and for four (4) weeks at a time. All requests for days off shall be submitted one week in advance of posting.
- 12.03 No time will be changed after posting unless such changes are arranged by the employees and submitted, in writing, for approval by the Supervisor.
- 12.04 All employees shall be permitted a fifteen (15) minute rest period in the first half and the second half of a shift in an area made available by the Employer. The Employer may add the second rest period to the one half (½) hour meal period. Employees who work a minimum of four (4) hours shall be entitled to a fifteen (15) minute rest period.
- 12.05 The work week shall commence at **10:00 p.m.** Sunday night.
- 12.06 The Employer shall endeavor to provide at least one weekend off in three (3) weeks and where possible will schedule weekends off more frequently.
- 12.07 Available hours of work will be allocated on the basis of seniority.
- 12.08 Where the Employer requires an employee to attend training or participate in an employee development program, outside of the employee's scheduled hours of work, and the Employer makes such attendance mandatory for the employee, the Employer shall pay the full cost of such program and shall pay the employee at her regular straight-time hourly rate of pay.
- 12.09 Employees may request to trade, that is mutually exchange shifts of work within the same pay period, with another employee of their own classification, with the prior approval of their Department Head or designate. Such request will be in writing, dated, signed, and co-signed by the employee willing to exchange shifts, and submitted for approval at least seventy-two (72) hours prior to the exchange. Such shift exchange requests shall not be unreasonably denied. Any emergency shift exchanges for extenuating circumstances that are submitted with less than seventy-two (72) hours notice may be approved at the discretion of the Employer.

It is understood that any such shift change initiated by the employee and approved by the Department Head or designate shall not result in overtime compensation or any increased cost to the Employer or in any other claims on the Employer by any employee or by the Union under the terms of this Agreement.

ARTICLE 13 - OVERTIME

- 13.01 When an employee is authorized to work in excess of seventy-five (75) hours in a bi-weekly period he/she shall be paid at one and one half (1 ½) times his applicable hourly rate for each hour paid in excess of seventy-five (75) hours.
- 13.02 If the major part of an employee's shift is worked on any defined holiday, such employee shall be paid at one and one-half (1 ½) times his/her regular rate for all work performed on that shift. The shift so defined will constitute the employee's holiday shift and no portion of any other regularly scheduled shift on the holiday will be compensated at time and one-half, except in the case that the employee would otherwise qualify for overtime pay under any other provisions of this Agreement.
- 13.03 Call Back shall mean the calling into work of an employee within eight (8) hours of the completion of a regularly scheduled shift.
- 13.04 Call In shall mean the calling into work of an employee on a regularly scheduled day off.
- 13.05 In the case of a Call In, an employee who is assigned less than four (4) hours of work shall be paid a minimum of four (4) hours at his/her applicable hourly rate unless he/she shall otherwise be entitled to receive overtime pay for such hours.

The Employer shall endeavor to call employees in on the basis of seniority, with the most senior employee being called first, except in the case where such employee would qualify for overtime pay and a more junior employee would be able to work at his/her regular rate. In such case, the Employer reserves the right to call the more junior employee.

- 13.06 In the case of a Call Back, an employee shall be paid for the time actually worked at one and one-half (1 ½) times his/her applicable hourly rate for time actually worked but in no case will the employee receive less than three (3) hours of work or three (3) hours pay at one and one-half (1 ½) times his/her applicable hourly rate.
- 13.07 An employee who reports for work at his/her regularly scheduled time and is advised that there is no work available, shall be given at the Employer's option, four (4) hours work or four (4) hours pay at his/her applicable hourly rate.

- 13.08 In the case of consecutive regular work shifts, employees shall receive one and one-half (1 ½) times their applicable hourly rate for hours worked by them in the eighth (8th) and subsequent consecutive work shifts.
- 13.09 Where an employee is authorized by the Employer to work in excess of a regular shift as specified in Article 12.01, he/she shall be paid overtime at the rate of one and one-half (1 ½) times his/her applicable hourly rate for all time worked in excess of seven and one-half (7 ½) hours.
- 13.10 **In the event overtime is required, such work will be offered to the employees in order of their seniority.**
- 13.11 No employee will be temporarily laid off from his/her scheduled shift in order to avoid overtime payment of time and one-half (1 ½) unless such change is mutually agreed between the employee and the Employer.
- 13.12 Employees who work a regularly scheduled shift which is less than seven and one-half (7 ½) hours will be paid one and one-half (1 ½) times their regular rate for all hours worked in excess of seven and one-half (7 ½) hours in a twenty-four (24) hour period.
- 13.13 Failure to provide at least eight (8) hours rest between shifts shall result in payment of overtime at established rates for any hours worked during such rest period.
- 13.14 Employees who are called in to work and who report for work within one-half (½) hour of the call shall be paid from the time of the call or the beginning of the shift whichever is less.

ARTICLE 14 - HOLIDAYS

Effective the first full pay period following April 12, 2018, the date of ratification of the April 5, 2018 Memorandum of Settlement, this Article 14 will apply to full-time employees only. Part-time employees will thenceforth be governed for holiday purposes as per Articles 21.01 and 21.02.

- 14.01 a) Employees who have completed their probationary period shall receive the following holidays with pay:

New Year's Day	Heritage Day/Family Day (3 rd Monday in February)
Good Friday	Victoria Day
Labour Day	Canada Day
Thanksgiving Day	August Civic Holiday
Boxing Day	Christmas Day

- b) Employees who have completed their probationary period will be entitled to two float holidays with pay off from their regularly scheduled working days, to be scheduled at a mutually agreeable time. Article 14.02 does not apply to an employee's entitlement to pay for these two float holidays and the pro-rata formula for holiday pay does not apply to the float holidays. If an employee requests a float holiday to be scheduled during the months of July or August or during the period of December 15th to January 15th, it is understood that the granting of days off, in accordance with Article 14.07 or vacation time in accordance with Article 16.04, shall have greater priority than the employee's request for a float holiday. Subject to the foregoing, and provided that the Employer can satisfy its staffing requirements, float holidays may be taken in conjunction with an employee's vacation and lieu days.
- 14.02 In order to qualify for holiday pay an employee must work his/her scheduled shift immediately preceding and immediately following the holiday.
- 14.03 Notwithstanding the provisions of Article 14.02, when an employee is absent from the preceding and/or following shifts due to illness the employee will be eligible for one day's holiday pay during any one period of such illness.
- 14.04 Any employee scheduled to work on a holiday and who does not report for work shall forfeit his/her holiday and his/her holiday pay unless the absence is due to illness confirmed by a doctor's certificate, in which case the employee will receive holiday pay.
- 14.05 Holiday pay will be computed on the basis of the number of hours the employee would otherwise work had there been no holiday at his/her regular rate of pay.
- 14.06 If a holiday is observed on an employee's regular day off, or during his vacation period, the employee shall receive an additional day off in lieu thereof, unless it is mutually arranged with the Employer that the employee shall receive a day's pay in lieu of the additional day off. Lieu days must be taken within sixty (60) days following the holiday. All requests for such additional lieu day(s) off shall be submitted one week in advance of the schedule to be posted which includes the holiday. In the event that the employee does not make such a request the lieu day off will be scheduled by the Employer to be taken within sixty (60) days following the holiday.
- 14.07 Subject to the Employer being able to satisfy staffing requirements, the Employer will provide each employee with at least Christmas or New Year's Day off. The Employer will also endeavour to schedule three (3) other days off consecutively with the holiday subject to being able to satisfy staffing requirements. Where the Employer can accommodate additional time off at Christmas and New Year's after fulfilling the foregoing and still satisfy its staffing requirements, the Employer will provide the additional time off to employees in order of seniority.

ARTICLE 15 - NO PYRAMIDING

- 15.01 In no event shall any employee receive "a rate" of pay for any hour in excess of one and one-half (1½) times his/her normal hourly rate.
- 15.02 In no event shall there be any pyramiding of benefits for hours not worked, such as vacations, holidays, sick leave etc.

ARTICLE 16 - VACATIONS

- 16.01 For the purpose of calculating eligibility, the vacation year shall be the period January 1st to December 31st of any year.
- 16.02 Annual vacations will be allowed for all employees on staff in accordance with the following schedule:
- a) Employees who have not completed their probationary period as of the December 31st cut-off date will receive four percent (4%) of their gross earnings during the vacation year.
 - b) Employees who have completed their probationary period as of the December 31st cut-off date will be granted one day of vacation for each month of service to a maximum of ten (10) days. Vacation pay for such employee will be four percent (4%) of gross earnings for the vacation year.
 - c) Employees with one year of service on or before December 31st of the current year shall receive two (2) weeks (10 days) vacation period. Vacation pay for such employees will be four percent (4%) of gross earnings for the vacation year.
 - d) Employees with three (3) years of service on or before December 31st of the current year shall receive three (3) weeks (15 days) vacation. Vacation pay for such employees will be six percent (6%) of gross earnings for the vacation year.
 - e) Employees with nine (9) years of service on or before December 31st of the current year shall receive four (4) weeks (20 days) vacation. Vacation pay for such employees will be eight percent (8%) of gross earnings for the vacation year.
 - f) Employees with seventeen (17) years of service on or before December 31st of the current year shall receive five (5) weeks (25 days) vacation. Vacation

pay for such employees will be ten percent (10%) of gross earnings for the vacation year.

- g) Employees with twenty-five (25) years of service on or before December 31st of the current year shall receive five (5) weeks (25 days) vacation plus one additional day of vacation for each completed year of service thereafter to a maximum total of five (5) additional days of vacation.

Effective commencing in the January 1st – December 31st 2017 vacation year, employees with twenty-three (23) years of service or more on or before December 31st of the current year shall receive six (6) weeks (30 days) vacation. Vacation pay for such employees will be twelve percent (12%) of gross earnings for the vacation year.*

- h) Effective commencing in the January 1st – December 31st 2017 vacation year, employees with thirty (30) years of service or more on or before December 31st of the current year shall receive seven (7) weeks (35 days) vacation. Vacation pay for such employees will be fourteen (14%) of gross earnings for the vacation year.*

[*Implementation Clarity Note: Employees who had twenty-three (23) years of service or more as of December 31, 2016, or thirty (30) years of service or more as of December 31, 2016, will receive their extra week of vacation and additional vacation pay in the 2017 vacation year].

16.03 Subject to Article 16.05, the periods at which employees shall take vacation shall be based on the selection by the employees, according to seniority in each department, but shall be subject to the approval of the administrator or designate having due concern for the proper operation of the Nursing Home.

16.04 a) Vacations are not cumulative from year to year and all vacations must be taken by December 15th following the prior December 31st cut-off date, except as provided for in Article 16.04 d).

Employees will not be permitted to waive the taking of their vacation and will not be permitted thereby to draw double pay.

- b) Vacations may be taken in an unbroken period unless otherwise mutually agreed upon between the employee concerned and the Employer. It is understood, however, that there shall be no vacations between December 15th and January 5th except as provided for in 16.04 d) below. Furthermore, it is understood that an employee will only be granted three (3) weeks during July and August, unless the Employer can accommodate additional vacation after having accommodated all of the vacation requests of employees who requested up to three weeks vacation during this period.

Where an employee is granted three (3) weeks vacation during July and August, the Employer will provide at least three (3) weekends off and will endeavor to provide four (4) weekends off subject to the staffing requirements of the Home.

Notwithstanding the foregoing, the Employer may at its sole discretion grant vacation during the period December 15th to the following January 5th.

- c) It is understood that vacation must be taken in minimum one (1) week blocks except that full-time employees who are entitled to three (3) or more weeks of vacation entitlement may take up to one (1) week of their vacation entitlement in single days or combinations of single days provided that the single days cannot be taken during the period of December 15th to January 5th except as provided for in Article 16.04 d). It is further understood that during July and August vacation requests in minimum one (1) calendar week blocks take priority over vacation requests for single days or combinations of single vacation, holiday lieu days or float holidays.
- d) A full-time employee who is scheduled off three (3) days at Christmas or New Year's under Article 14.07 and who is entitled to take a single vacation days under c) above, may substitute the three (3) holiday lieu days that she would have otherwise taken to compensate for these three days off with three of her single vacation days entitlement. The lieu days are to be taken within sixty (60) days of the holidays in accordance with Article 14.06.

It is understood that these three (3) days are considered a substitution and not an additional entitlement.

- 16.05 a) Vacation requests for the period of January to March 31st of any given year must be submitted two (2) weeks prior to the posting of the schedule in which the requested vacation falls and shall be awarded in accordance with seniority.
- b) The Employer will post an employee vacation request schedule by January 15th for vacation requests for the period of April 1st to December 31st of the current year. Employee vacation requests for this period are to be submitted by February 15th. Approvals for vacation for the period of April 1st to December 31st shall be posted by the Employer by March 15th and shall not be changed unless agreed by the employee and the Employer.
- c) In the event of a conflict in vacation requests, seniority shall be the determining factor for vacation requests submitted in a timely fashion.

Vacation requests submitted after the applicable deadline will be considered on a first come, first served basis, subject to the approval of the Administrator or designate having due concern for the proper operation of

the Nursing Home. Where two (2) or more such requests submitted after the applicable deadline are received at the same time, seniority shall govern.

- 16.06 Vacation pay will be paid to all employees on the regular pay day that falls within their vacation request period.
- 16.07 Part-time employees hired after January 25th, 1999 shall accrue service for the purposes of vacation progression on the basis of hours worked with 1950 hours worked in the bargaining unit since last date of hire equivalent to one year of service, and effective after May 12, 2003, shall accrue service for the purposes of vacation progression on the basis that 1800 hours worked after May 12, 2003 is equivalent to one year of service.

ARTICLE 17 - SICK LEAVE

- 17.01 Employees who have completed the probationary period shall be credited with three (3) days sick leave and shall then accumulate sick leave credits at the rate of one and one-half (1½) days per month of service up to a maximum of seventy-five (75) days. Sick leave credits may be used only when sickness of the employee forces the employee to remain at home from work. Sick leave credits used up will be deducted from the total sick leave credits accumulated by the employee.
- 17.02 An employee shall not lose accrued sick leave credits or shall he/she receive payment from the Employer when absent from work due to any injury compensable under the provisions of the *Workplace Safety and Insurance Act, 1997*.
- 17.03 An employee may be required by the Employer to produce proof of illness in the form of a certificate signed by a legally qualified medical practitioner for any absence due to illness. If the employee is absent due to illness for three (3) days or more a certificate signed by a legally qualified medical practitioner will be required and such certificate must be available to the Employer prior to the employee returning to work, and prior to any payment for illness. Such certificate shall clearly indicate the name of the medical practitioner.

Where the Employer requires the employee to produce a medical certificate and the medical practitioner charges the employee for the medical certificate, the Employer will reimburse the employee one hundred percent (100%) of the cost of the certificate to a maximum reimbursement from the Employer of twenty dollars (\$20.00) upon production of a receipt of payment.

- 17.04 Employees who are sent home by the Employer for medical reasons are not required to provide a certificate from a medical practitioner and will receive sick pay from available accumulated sick credits. Should they be unable to return to work within three (3) days, Article 17.03 shall apply.

17.05 Eligible employees will be advised of their accumulated sick leave credit days as of December 31st of each year by means of slip attached to their pay cheque.

ARTICLE 18 - JOINT OCCUPATIONAL HEALTH AND SAFETY COMMITTEE

- 18.01 (a) The Employer and the Union agree that they mutually desire to maintain standards of health and safety in the Home, in order to prevent accidents, injury and illness.
- (b) Recognizing its responsibilities under the applicable legislation, the Employer agrees to accept as a member of its Joint Occupational Health and Safety Committee, at least one (1) CUPE representative selected or appointed by the Union from the Employer.
- (c) Such Committee shall identify potential dangers and hazards, institute means of improving health and safety programs, and recommend actions to be taken to improve conditions related to Occupational Health and Safety.
- (d) The Employer agrees to co-operate reasonably in providing necessary information to enable the Committee to fulfill its functions.
- (e) Meetings shall be held quarterly or more frequently at the call of the Co-Chair, if required. The Committee shall maintain Minutes of all meetings and make the same available for review.
- (f) All time spent by a member of the Occupational Health and Safety Committee attending meetings of the Committee and carrying out her duties shall be deemed to be time worked for which she shall be paid by the Employer at her regular or premium rate, as may be applicable, and she shall be entitled to such time from her work as is necessary.
- (g) The parties will abide by the Occupational Health and Safety Act.

ARTICLE 19 - WORKPLACE SAFETY AND INSURANCE

- 19.01 Where a full-time employee is absent due to illness or injury which is compensable by W.S.I.B.:
- a) The Employer shall pay his/her share of any and all Health and Welfare Benefits for twelve (12) months from which the absence commences.
- b) Subsequent to the period referred to in a) above benefit coverage may be continued by the employee provided the employee pays the total cost of the premiums to the Employer for each monthly period during the absence.

ARTICLE 20 – HEALTH BENEFITS

- 20.01 The Employer agrees to pay one hundred percent (100%) of the billed rate for the Ontario Health Insurance Plan (O.H.I.P.) premium for the employees who participate.
- 20.02 The Employer agrees to pay one hundred percent (100%) of the billed premium of a Major Medical Insurance Plan providing \$10.00/\$20.00 deductible and no co-insurance. The Major Medical Insurance Plan will be amended to reflect that drug coverage will cover the generic substitute for prescribed drugs unless specifically prescribed otherwise by the physician.

Effective May 2018, the generic substitution provisions shall be replaced with the following substitution provision: Reimbursement for prescribed drugs covered by the Plan will be based on the cost of the lowest cost generic 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 generic drug cannot be prescribed.

Effective the first full month following September 17, 2006, semi-private hospitalization coverage will be eliminated.

The major medical insurance plan will provide for Vision Care coverage of \$250 every twenty-four months, to include laser eye surgery. Effective May 2018, the Vision Care coverage will be increased to \$275 every twenty-four months, to include laser eye surgery.

Effective May 2018, the Physiotherapist coverage will be amended to provide for \$350.00 coverage per calendar year.

The Major Medical Insurance Plan will be amended to provide that employees are required to use Medi-Trust to supply the prescribed drugs covered under the drug plan. The drug plan will not cover drugs supplied by a pharmacist other than Medi-Trust except in the two (2) circumstances specified below:

- a) In the event that a physician prescribes a drug which is covered under the drug plan of the Major Medical Insurance Plan and Medi-Trust cannot supply the prescribed drug or a generic substitute for the prescribed drug, the employee may have the prescription filled by an alternate pharmacist.
- b) In the event of an emergency a physician prescribes in writing a drug which is covered under the drug plan of the Major Medical Insurance plan and prescribes, in writing, it is medically necessary that the prescription must be

filled in a shorter time frame than the time frame in which it can be supplied by Medi-Trust, the employee may have the prescription filled by an alternate pharmacist. In such event, the employee must provide the Employer and the Carrier with a written certification by the physician that the prescription must be filled immediately and cannot medically await the time required by Medi-Trust to supply the drug. In such case, the employee will pay the dispensing fee for the prescription and such dispensing fee will not be covered under the Plan.

- 20.03 The Employer shall provide a group Life Insurance Plan of \$30,000.00 for each employee. The premium for such insurance shall be paid one hundred percent (100%) by the Employer.
- 20.04 Effective as soon as is practical but in no event later than sixty (60) days following ratification, and subject to satisfying the insurance carrier's enrolment requirements, the Employer agrees to pay fifty percent (50%) of the billed premium towards coverage under a Dental Plan equivalent to Blue Cross # 9 based on the current ODA fee schedule with a two (2) year lag providing that the employee pays the balance of the billed premium through payroll deduction. Effective the first full calendar month following June 23, 2015 (the date of the Award), the ODA fee schedule will be amended to current ODA fee schedule with a one (1) year lag. The Dental Plan will provide coverage of nine (9) month routine recall. Effective the first full month following September 17, 2006, the Dental Plan will provide for fluoride treatment for persons under the age of 18 only. The Dental Plan will not have a deductible, but will have a cap of \$1,500.00 per annum per insured person.
- 20.05 Pension Plan
- (a) Each eligible employee covered by this Collective Agreement shall contribute from each pay an amount equal to four percent (4%) of applicable wages to the Nursing Homes and Related Industries Pension Plan being a multi-Employer Pension Plan ("the Plan"). The Employer shall match such contribution, the amount being four percent (4%) of applicable wages.
 - (b) The definition of "applicable wages" for purposes of determining contributions to the Union designated Pension Plan shall be the basic straight time wages for all hours worked including straight time holiday pay and vacation pay. All other payments of any nature are hereby excluded.
 - (c) Eligible employees shall mean all full-time and part-time employees, in the bargaining unit, who have completed nine hundred and seventy-five (975) hours of service.

- (d) The Employer and the employee contributions shall be paid by the Employer to the Plan within thirty (30) days after the last day of the month for which the contributions are payable.
- (e) 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.
- (f) The Employer agrees to provide the Plan Administrator on a timely basis with all information required pursuant to the Pension Benefits Act, 1987, which the Administrator may reasonably require in order to properly record and process pension contributions and pension benefits.

20.06 The employee's share of the Employer's Unemployment Insurance Premium reduction will be retained by the Employer towards offsetting the cost of the benefits contained in this Agreement.

20.07 Benefits Post-Age 65

Full-time employees who achieve age 65 and who continue to be employed past age 65 shall be eligible for the following benefits under the same cost sharing basis as active employees:

- 20.02 Major Medical Insurance Plan
- 20.03 Reduce life insurance by 50%
- 20.04 Dental

17, Sick Leave, The employee's entitlement to pay for a sick leave absence will be capped to payment for scheduled days lost in the first two consecutive calendar weeks of an illness. The employee will be paid pursuant to the entitlements of Article 17.01, provided that the employee has sufficient sick leave credits available, in the first two consecutive calendar weeks of an illness.

In any event, once an employee reaches age seventy (70) and continues to be employed, the employee shall automatically receive the in lieu benefit payable to part-time employees for all of the benefits and compensation provisions covered under the in-lieu. The full-time employee's coverage under the benefit plans and compensation provisions covered by the in-lieu will cease.

If legislation or NHRIPP prohibits an employee from contributing because of age, the Employer will direct an amount equivalent to the pension contributions under Article 20.05 to the employee.

ARTICLE 21 - PART-TIME BENEFITS

21.01 Part-time employees, that is employees working twenty-four (24) hours per week or less, shall not be entitled to the provisions of Articles 17 and 20.01, 20.02, 20.03 and 20.04. In lieu of such benefits all part-time employees shall receive an additional nine percent (9%) of wages.

Effective the first full pay period following April 12, 2018 (the date of ratification of the April 2018 Memorandum of Settlement), the above Article 21.01 will be replaced with the following:

Part-time employees, that is employees working twenty-four (24) hours per week or less, shall not be entitled to the provisions of Articles 14 (Holidays), 17 (Sick Leave), and 20.01 (OHIP), 20.02 (Major Medical), 20.03 (Life Insurance) and 20.04 (Dental). In lieu of such benefits all part-time employees shall receive an additional fourteen percent (14%) of wages.

21.02 A part-time employee required to work on a paid holiday under Article 14.01 shall receive pay at the rate of time one-half (1 ½) her basic rate of pay for all hours worked in addition to receiving holiday pay calculated in accordance with the holiday pay formula under the *Employment Standards Act*.

A part-time employee eligible for holiday pay under Article 14.01 who is not scheduled to work shall receive holiday pay calculated in accordance with the holiday pay formula under the *Employment Standards Act*.

Effective the first full pay period following April 12, 2018 (the date of ratification of the April 2018 Memorandum of Settlement), the above two paragraphs of Article 21.02 will cease to apply and will be replaced with the new 21.01 above and the following:

A part-time employee who is scheduled to work and does work on a fixed designated holiday (i.e. a non-float holiday) listed under Article 14.01 a) shall be paid one and one-half times (1 ½ X) the employee's straight time hourly rate of pay for each hour so worked.

ARTICLE 22 - BEREAVEMENT LEAVE

22.01 a) An employee shall be granted a maximum of five (5) regularly scheduled consecutive days of leave without loss of wages during or immediately after the death of his parent, step-mother, step-father, spouse, child, and stepchildren. The Employer may grant additional unpaid leave if necessary.

- b) An employee shall be granted a maximum of three (3) regularly scheduled consecutive days of leave without loss of wages during or immediately after the death of his brother, sister, mother-in-law, father-in-law, grandparent, sister-in-law, brother-in-law, son-in-law, daughter-in-law, grandchildren. The Employer may grant additional unpaid leave if necessary.
- c) In the event of a delayed internment or memorial service, an employee may save one of the days to which they are entitled under a) or b) above without loss of pay to attend the internment or memorial service.
- d) An additional three (3) days travelling time, without pay, may be granted by the Employer to permit the employee to attend a funeral in the family that is held at a distant point.

ARTICLE 23 – PREGNANCY LEAVE

23.01 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 two (2) weeks' notice of her intention to return to work. The employee may, with the consent of the Employer, shorten the duration of the leave of absence requested under this Article upon giving the Employer two (2) weeks' notice of her intention to do so, and furnishing the Employer with a certificate of a legally qualified medical practitioner stating that she is able to resume her work.

Additional leave of absence may be taken under 23.01(i) Parental Leave.

- (b) Effective June 23, 2015, 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 earnings and the sum of her weekly rate of Employment Insurance benefits and any other earnings. Such payment shall commence following completion of the one (1) week Employment Insurance waiting period 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 earnings 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 increased by payments received under the plan.

- c) An employee who does not apply for leave of absence under Article 23.01 (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 23.01 (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.
- 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 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.

- 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 Article 23.01 d).

- f) Such absence is not an illness under the interpretation of this Agreement, and sick leave credits 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 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 within thirty-five (35) weeks of the birth of the child or within thirty-five (35) 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 eighteen (18) weeks in duration and shall, in all cases, be completed within fifty-three (53) weeks of the date the child is born, or comes into the custody, care and control of a parent for the first time.
 - 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 eighteen (18) weeks after it began or on an earlier day if the employee gives the Employer at least four (4) weeks' written notice of that day.

- v) For the purposes of Parental Leave the provisions under 23.01 (a), (d), (e), (f), (g) and (h) shall also apply.

ARTICLE 24 - JURY DUTY

24.01 The Employer shall grant leave of absence without loss of seniority to an employee who serves as a juror in any court. The Employer shall pay such employee the difference between his/her normal earnings for the time he/she loses from regularly scheduled work by reason of his/her jury service and the payment he/she receives for jury service. The Employer shall not be responsible for paying any part of the expenses incurred by the employee for traveling, meals or other expenses in connection with his/her jury service. The employee will present proof of his/her jury service and the amount of payment received.

ARTICLE 25 - UNION LEAVE OF ABSENCE

25.01 Stewards of the Union shall not suffer any loss of pay when required to leave their work place temporarily for the purpose of fulfilling the duties under Article 6 in dealing with a grievance provided that employees shall be required to obtain the permission of the Employer for leaving their work place. Such permission shall not be unreasonably withheld.

25.02 The Employer shall grant, on request of the Union, leaves of absence to employees, without pay, to attend Union Conventions or seminars on the following conditions:

- a) leave of absence will not be requested for more than two (2) employees at any one time;
- b) leaves of absence for Union activity shall not total more than forty-five (45) days in any calendar year;

Effective commencing with the first full calendar year following the date of ratification of the Memorandum of Settlement or award, the leaves of absence for Union activity shall not total more than fifty (50) days in any calendar year.

- c) Where possible, the Union shall notify the Employer in writing on the CUPE office letterhead, two (2) weeks in advance of the requested leave of absence. Where it is not possible for CUPE to provide two (2) weeks advance in writing, CUPE will provide as much written advance notice as possible. Union leaves shall not be unreasonably denied.

ARTICLE 26 - WAGE RATES

- 26.01 The various job classifications and the applicable hourly rates therefore are set forth in schedule "A" hereto. Full-time progression within the applicable wage scales is based upon length of service with the Employer since the last date of hiring.

For part-time employees hired on or before January 25, 1999 part-time progression within the applicable wage scales is based upon the number of shifts worked. For this purpose two hundred (200) shifts shall equal one year. Part-time employees hired after January 25, 1999 shall accrue service for the purposes of progression on the wage grid on the basis of hours worked, with 1950 hours worked equal to one year of service, and effective after May 12, 2003, part-time employees hired after January 25, 1999 shall accrue service on the basis of 1800 hours worked after May 12, 2003 being equal to one year of service.

- 26.02 The Employer shall pay the wages due to employees bi-weekly, by direct deposit, on Friday at no cost to the employee. When a pay day falls on a holiday the employees will be paid on the day immediately preceding the holiday.
- 26.03 Employees assigned to relieve in a higher classification for four (4) hours or more shall be paid the rate for the higher classification for the full period of relief.

RPN Charge Premium

The Employer shall, when no Supervisor or Registered Nurse is on duty, designate one RPN, when RPNs are on duty, to be in charge on those evening, night or weekend shifts. Such employee shall receive \$1.00 per hour in addition to her/his regular rate of pay.

- 26.04 When a new classification (which is covered by the terms of this Agreement) is established by the Home, the Home shall determine the rate of pay for such new classification and notify the Local Union of the same within seven (7) days. If the Local Union challenges the rate, it shall have the right to request a meeting with the Home to endeavor to negotiate a mutually satisfactory rate. Such request will be made within ten (10) days after the receipt of notice from the Home of such new occupational classification and rate. Any change mutually agreed to resulting from such meeting shall be retroactive to the date that notice of the new rate was given by the Home. If the parties are unable to agree, the dispute concerning the new rate may be submitted to arbitration as provided in the Agreement within fifteen (15) days of such meeting. The decision of the 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 classification.

ARTICLE 27 - GENERAL

- 27.01 Accommodation shall be provided for employees to have their meals and keep and change their clothes.
- 27.02 The Employer will provide a bulletin board accessible to all employees. The Union may post notices on such bulletin board provided that the notices are first approved by the Employer. Such approval will not be unreasonably withheld.
- 27.03 The Union and the Employer agree to co-operate in the promotion of safe working habits and conditions. The Union agrees that there is an obligation on the part of the employees to work in a safe and efficient manner, and further agrees to obtain the full co-operation of its membership in the observation of all safety rules and practices.
- 27.04 The Employer will not contract out any work of the bargaining unit if such contracting out results in the layoff of employees in the bargaining unit.
- 27.05 The Employer may grant leave of absence without pay and without loss of seniority to any employee requesting such leave for good and sufficient cause, such request to be in writing and approved by the Employer.

ARTICLE 28 - SHIFT PREMIUM

- 28.01 All employees who are required to work where the majority of the hours are between 16:00 and 07:00 hours shall receive a shift premium of \$.25 for each hour worked.
- 28.02 Weekend Premium
- A weekend premium of \$.20 per hour will be payable for each hour worked between 2200 Friday and 2200 hours Sunday. **Effective the first full pay period following April 12, 2018, the date of ratification of the April 5 2018 Memorandum of Settlement, increase the weekend premium to twenty-five cents (\$0.25) per hour.**
- 28.03 Shift premium and weekend premium will not be paid for any hours in which an employee receives overtime premium, and shift premium and weekend premium will not form part of the employee's straight time hourly rate.

ARTICLE 29 – EMPLOYEE RECORD

29.01 Personnel File

Having provided a written request to the Department Head, or her/his designate, an employee shall be entitled to her/his personnel file for the purpose of reviewing any job performance appraisals or formal disciplinary notations contained therein, in the presence of the Department Head, at a mutually agreeable time.

The Employer will accommodate reasonable requests for copies of performance appraisals and records of discipline in an employee's files.

29.02 Clearance of Record

Any disciplinary letter of reprimand, suspension or other disciplinary sanction shall be removed from the employee's personnel file after a period of eighteen (18) months, provided that there has been no subsequent discipline during the eighteen (18) month period. Notwithstanding the foregoing, all disciplinary action in regards to workplace violence or workplace harassment will remain on the employee's personnel file for a period of thirty-six (36) months and will then be removed provided that there has been no subsequent discipline during this period. Leaves of absence in excess of thirty (30) continuous calendar days will not count towards the eighteen (18) month period **or thirty-six (36) month period as applicable.** Notwithstanding all of the foregoing, this Article does not apply to disciplinary action for resident abuse which remains on the file.

ARTICLE 30 – INTERPRETATION

30.01 Wherever 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 so required.

30.02 The word "employee" or "employees" as used in this Agreement shall mean the employees referred to in Article 1.01 of this Agreement, which employees are within the bargaining unit for which the Union is certified as the bargaining agent.

ARTICLE 31 – COPIES OF AGREEMENT

31.01 Copies of this Agreement will be reproduced in a format agreeable to both the Union and the Employer such that each employee will be given his/her own copy. The first draft of the document will be distributed for proof reading within sixty (60) days of ratification. The cost of such reproduction shall be borne equally by the Employer and the Union.

ARTICLE 32 - UNIFORM ALLOWANCE

- 32.01 (a) The Employer agrees to pay a uniform allowance of seven (\$0.07) cents per hour worked, such amount not to form part of the regular hourly rate for purposes of overtime and paid holiday premiums.
- (b) The uniform allowance will not be paid on each cheque but will be accumulated and the total annual accumulation will be paid by the last pay period in December of each year.
- (c) accumulated and the total annual accumulation will be paid by the last pay period in December of each year.
- (d) When an employee leaves the employ of the Home, she shall receive her accumulated uniform allowance as part of her separation cheque.

ARTICLE 33 - TERM OF THE AGREEMENT

33.01 This Agreement shall remain in full force and effect until **April 30, 2019**. Either party may give the other party written notice of its desire to bargain with a view to the renewal of the Agreement or to making of a new Agreement within the period of ninety (90) days before the Agreement ceases to operate.

IN WITNESS WHEREOF the parties hereto have hereunto caused their Agreement to be executed by their duly authorized representatives.

Dated this 14th of September, 2018.

Sunnycrest Nursing Home Limited

Canadian Union of Public Employees
and its Local 132-01

Carolee Lewis
[Signature]

Jan Linton
[Signature]
Louis Marchal

SCHEDULE "A"**WAGES AND CLASSIFICATIONS**

	Start	1 year	2 years
COOK			
May 1, 2016	22.39	23.20	23.45
May 1, 2017	22.70	23.52	23.78
May 1, 2018	23.02	23.85	24.11
MAINTENANCE WORKER			
May 1, 2016	20.02	20.90	21.13
May 1, 2017	20.30	21.19	21.43
May 1, 2018	20.58	21.49	21.73
RPN			
May 1, 2016	24.78	25.69	25.90
May 1, 2017	25.13	26.05	26.26
May 1, 2018	25.48	26.41	26.63
DIETARY AIDE, HOUSEKEEPING/LAUNDRY AIDE (non-certified); PERSONAL CARE AIDE (non-certified); LIFE ENRICHMENT AIDE (non-certified)			
May 1, 2016	19.50	20.33	20.61
May 1, 2017	19.77	20.61	20.90
May 1, 2018	20.05	20.90	21.19
HCA/PSW, LIFE ENRICHMENT AIDE (certified)			
May 1, 2016	19.60	20.43	20.72
May 1, 2017	19.87	20.72	21.01
May 1, 2018	20.15	21.01	21.30
ASSISTANT COOK			
May 1, 2016	20.90	21.75	21.97
May 1, 2017	21.19	22.05	22.28
May 1, 2018	21.49	22.36	22.59
STUDENT wage rate for Students hired for summer employment between June 1st and Labour Day			
	Provincial Minimum Rate Wage plus \$1.00		

- Where a Dietary Aide is assigned to work as an Assistant Cook she will receive the Assistant Cook rate of pay that corresponds with the hours that the Dietary Aide has accrued while working as an Assistant Cook.

2. Where a Dietary Aide or an Assistant Cook is assigned to work as a Cook she will receive the Cook rate of pay that corresponds with the hours she has accrued while working as a Cook.
3. The probationary rate shall be 50 cents below start rate for the 487.5 hours probation.
4. Pay Equity
 - a. The above wage rates are inclusive of Pay Equity adjustments. The parties agree that the remaining pay equity adjustments set out in Appendix "A" are deemed to be part of the Memorandum of Settlement.
 - b. The Union agrees that it will not support any pay equity claim with respect to any pay equity plan between CUPE and the Employer or any amendments thereto. If an individual or group of individuals seeks legal or administrative review of the pay equity plan or amendments thereto, it is agreed that the collective agreement will be adjusted to offset any award by the Pay Equity Tribunal or legal entity.

LETTER OF UNDERSTANDING

between

SUNNYCREST NURSING HOME LIMITED

and

CANADIAN UNION OF PUBLIC EMPLOYEES and its LOCAL 132-01

The following outlines the parties' position with respect to Article 13.05

1. Available hours will be scheduled on an equitable basis amongst the employees who normally perform the work.
2. Upon the posting of the work schedule employees who wish to be contacted for additional hours (call-ins,) that become available during the term of the posted schedule, must complete an Availability List indicating the days and shifts for which they are available for call-ins.

The Availability List will be used for call-ins.

Additional hours will be offered to the most senior employee who has indicated availability for the specific shift on the Availability List unless the additional hours would put the employee in a premium (overtime) situation, i.e., a double shift, less than eight (8) hours between shifts, more than seven (7) consecutive shifts. This process would continue down the Availability List for that shift in order of seniority.

3. In the event less hours are available, the reduction will be made in reverse order of seniority (i.e. junior first).
4. It is understood that extra available shifts that become available after the posting of the work schedule and are offered, accepted, and worked by a part-time employee shall not count as "hours worked" for the purpose of determining part-time or full-time status under Article 21.01 of the collective Agreement, or any other relevant article of the collective Agreement.

The parties expressly agree that a part-time employee who accepts such extra available shifts cannot claim full-time status thereby. It is understood and agreed that a part-time employee can only claim full-time status where she/he is the successful applicant to a full-time vacancy.

Dated this 14th of September, 2018.

Sunnycrest Nursing Home Limited

Canadian Union of Public Employees
and its Local 132-01

Caroline Fero
M. Proh

Jan Lutton
Jyulie [unclear]
Lynis Marshall
DW aka

LETTER OF UNDERSTANDING

between

SUNNYCREST NURSING HOME LIMITED

and

CANADIAN UNION OF PUBLIC EMPLOYEES and its LOCAL 132-01

Re: **Pension Plan**

It is understood and agreed that the Employer will have no responsibility for managing the Nursing Homes and Related Industries Multi-Employer Pension Plan (hereinafter called the Plan), and the Employers' financial obligation is limited to making contributions and deductions in accordance with the Collective Agreement and forwarding these to the Plan. The Employer shall provide the Plan Administrator with all information required pursuant to the Pension Benefits Act 1987, on a timely basis, in line with point 5. below.

The conditions precedent to the Employer agreeing to participate in the Plan are as follows:

1. The Union will not propose any change in the employees' or Employers' contribution earlier than December 31, 1995.
2. The Union and the Employer understand 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 then in force between the parties.
3. It is understood and agreed by the parties that should the current Pension legislation and/or regulations be changed to the extent 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 obligation exceeds that which the Employers would have if the Plan were a defined contribution Plan.
4. The Union agrees that the Trustees appointed by them shall ensure that the funds transferred from the Employers, for and on behalf of their employees, to the Plan will be invested in accordance with the applicable legislations.

The Union further undertakes to provide actuarial valuation and investment performance statements to the Employer as they become available to the Union or as is required by law, whichever is more frequent.

5. The information pursuant to Article 20.05 (f) of the Collective Agreement may be provided by the Employer in the form normally maintained by the Employer, whether on computer disc, manual records or otherwise. In the event such information is not readily available without review of other information not relevant to the Plan, the Plan shall make arrangements with the Employer for access to the required information. This may include the Employer providing such information at reasonable cost to the Plan. If the Plan and Employer are unable to agree on the form of such access, a mutually acceptable third party (such as a firm of accountants or auditors) shall be retained at the expense of the Plan to obtain such information from the Employer's files and the cost of such third party shall be borne by the Plan.

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

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

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

- A. To be provided once only at Plan commencement and for new enrolments:

Date of Hire
Date of Birth
Date of First Remittance
Seniority List (for purpose of calculating past service credit)

- B. To be provided with each remittance:

Name
Social Insurance Number
Monthly Remittance

- C. To be provided once and if status changes:

Address as provided to the Home
Termination date when applicable

D. To be provided once if they are readily available:

Gender
Marital Status

Dated this 14th of September, 2018.

Sunnycrest Nursing Home Limited

Canadian Union of Public Employees
and its Local 132-01

Candace Juro
M. Brad

Jan Lutton
J. J. [unclear]
Louis Maréchal
A. Wake

vi) The parties agree that this letter constitutes a complete resolution of the issues raised in Grievance date January 13, 2010 (received by the Employer on January 21, 2010) re "Probationary Employees - Holidays" and the grievance is hereby withdrawn.

Dated this 14th of September, 2018.

Sunnycrest Nursing Home Limited

Canadian Union of Public Employees
and its Local 132-01

Condoe Fuso
[Signature]

Jan Putton
[Signature]
Louis Kerebel
AWake

APPENDIX "A"

PAY EQUITY AGREEMENT

between

SUNNYCREST NURSING HOME LIMITED

and

CANADIAN UNION OF PUBLIC EMPLOYEES and its LOCAL 132-01

This Pay Equity Agreement applies to all the employees represented by the Union employed by the Employer.

The parties agree that the classifications in the Collective Agreements constitute female job classes and the current differentials between job classifications in the bargaining unit shall be maintained, except as it may be modified in collective bargaining.

The parties agree that the three percent (3%) payment in 1995 which exceeded the Employer's minimum obligation by two percent (2%), carries forward and captures the obligations up to and including March 31, 2001.

The parties further agree that the following additional Pay Equity adjustments resolve the remaining Pay Equity obligations and will be paid on the following dates:

Effective April 1, 2004, ten cents (10¢) per hour.

Effective April 1, 2005, ten cents (10¢) per hour.

Effective April 1, 2006, ten cents (10¢) per hour.

Any new classifications that may be created in the bargaining unit shall be deemed to achieve Pay Equity through the application of the "New Classification" Clause of the Collective Agreement.

The parties agree that there was no requirement for a Pay Equity adjustment at times other than those as identified in the Memorandum of Settlement.

The parties agree that this Agreement satisfies any and all requirements of the *Pay Equity Act*.

Dated this 14th of September, 2018

Sunnycrest Nursing Home Limited

Canadian Union of Public Employees
and its Local 132-01

Constance Lewis
M. Gresh

Jan Lutton
Deputy President
Loren Marshall
All Wake

SUPPLEMENTAL PAY EQUITY AGREEMENT

between

SUNNYCREST NURSING HOME LIMITED

and

CANADIAN UNION OF PUBLIC EMPLOYEES and its LOCAL 132-01

The parties agree to accelerate the outstanding pay equity obligations as follows:

The parties agree to change the ten-cent (10¢) pay equity obligations of April 1, 2004 to fifteen cents (15¢) and make the five cents (5¢) adjustment retroactive to that date.

The parties agree to change the pay equity obligation of April 1, 2005 to fifteen cents (15¢).

The parties agree that these accelerated payments eliminate the requirement for a ten cent (10¢) pay equity adjustment in 2006. With the 2005 pay equity adjustment pay equity will be achieved.

Dated this 14th of September, 2018.

Sunnycrest Nursing Home Limited

Canadian Union of Public Employees
and its Local 132-01

Caradace Fuso
[Signature]

Jan Tutton
[Signature]
Louis Marchal
Wake