

COLLECTIVE AGREEMENT

between

RED OAK RETIREMENT RESIDENCE

and

**CANADIAN UNION OF PUBLIC EMPLOYEES
and its LOCAL 5102**

January 16, 2020 to January 15, 2023

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PREAMBLE

WHEREAS IT IS THE DESIRE OF BOTH PARTIES TO THIS AGREEMENT:

- 1) To maintain and improve the harmonious relations and settled conditions of employment between the Employer and the Union.
- 2) To recognize the mutual value of joint discussions and negotiations in all matters pertaining to working conditions, employment, services, etc.
- 3) To encourage efficiency in operation.
- 4) To promote the morale, well-being and security of all the employees in the bargaining unit of the Union.
- 5) Both parties agree to act in a fair and reasonable manner.

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

NOW THEREFORE, THE PARTIES AGREE AS FOLLOWS:

ARTICLE 1 - MANAGEMENT

1.01 Management Rights

Except where specifically modified by the terms of this Agreement, the Union acknowledges that all Management rights and prerogatives are vested exclusively with the Employer. The Employer has the exclusive right to manage and direct its operations and affairs in all respects. These rights and functions shall include, but are not limited to:

- (a) To maintain order and efficiency.
- (b) To hire, promote, transfer, layoff, suspend any employees and to discipline or discharge any employee for just cause provided that a claim by an employee who has acquired seniority that he has been discharged or disciplined without just cause may be the subject of a grievance and dealt with as hereinafter provided. The discharge of a probationary employee shall be at the sole discretion of the Employer provided such discharge is not otherwise arbitrary, discriminatory or in bad faith.
- (c) To determine and establish standards and procedures for the care, welfare, safety and comfort of residents and to maintain order, discipline and efficiency and in connection therewith to establish and enforce rules and regulations, policies and practices from time to time to be observed by its employees and to alter such rules and regulations provided that such rules and regulations shall not be inconsistent with the provisions of this Agreement. Such rules will be available to all employees and to the Union. The Employer reserves the right to introduce new rules from time to time, copies of which will also be made available to all employees and the Union.
- (d) To determine the number of employees to be employed, the extension, limitation, curtailment or cessation of operations or any part thereof and to determine and exercise all other functions and prerogatives which shall remain solely with the Employer except as specifically limited by the express provision of this Agreement.

1.02 No Discrimination or Harassment

The Employer and the Union agree to observe the provisions of the *Ontario Human Rights Code* including, without limitation, the provisions with respect to no discrimination or harassment in the workplace.

ARTICLE 2 - RECOGNITION

2.01 Recognition

The Employer recognizes the Union as the bargaining agent for all of its employees employed by The Red Oak Retirement Residence in the City of Kanata, Ontario, save and except supervisors, persons above the rank of supervisor, administration staff, marketing staff, concierge staff, drivers, physiotherapy staff and executive chef.

2.02 In this Agreement words using the masculine gender include the feminine and neutral; the singular includes the plural and the plural singular, where the text so indicates.

2.03 Definition of Employee

“Employee” as used in this Agreement shall mean those persons described in the bargaining unit as set forth in Article 2.01 above.

A “full-time” employee shall be deemed to be an employee who is regularly scheduled to work thirty (30) hours or greater per week, who makes a commitment to be available on a pre-scheduled basis as required and in respect or whom there is advance scheduling.

A “part-time” employee shall be deemed to be an employee who is regularly scheduled to work less than thirty (30) hours per week, who makes a commitment to be available on a pre-scheduled basis as required and in respect of whom there is advance scheduling.

A “casual part-time” employee is an employee who works on an irregular basis as needed by the Employer.

2.04 Work of the Bargaining Unit

Persons outside the bargaining unit shall not perform work normally performed by employees in the bargaining unit except:

- a) in cases of emergency;
- b) when instructing other employees;
- c) when performing experimental work; and/or
- d) while awaiting the arrival of a regular employee.

2.05 Representative of Canadian Union

With prior agreement of the General Manager or designate, the National Representative may have access to the Employer's premises. Such agreement shall not be unreasonably withheld. Notwithstanding the above, it is understood and agreed that the activities of the National Representative shall not disrupt the normal operations of the Home. The employer may designate an area of the building where such access will take place.

ARTICLE 3 - NO STRIKES/NO LOCKOUTS

3.01 No Strikes and Lockouts

In view of the orderly procedures established by this Agreement for the settling of disputes and the handling of grievances, the Union agrees that during the life of this Agreement, there will be no strike, and the Employer agrees that there will be no lockout, in accordance with the Ontario *Labour Relations Act*, as amended.

ARTICLE 4 - UNION SECURITY AND CHECK-OFF

4.01 Union Security

All employees of the Employer, shall, as a condition of continuing employment, become and remain members in good standing of the Union, according to the Constitution and Bylaws of the Union. As a condition of employment, all new employees shall become and remain members in good standing of the Union within thirty (30) days of employment. The Employer shall deduct from every employee any dues, initiation fees, or assessments levied by the Union on its members.

4.02 No Other Agreements

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

No individual employee or group of employees shall undertake to represent the Union at meetings with the Employer without proper authorization of the Union.

4.03 No Contracting Out

In order to provide job security for the members of the bargaining unit, the Employer agrees that it will not contract out, sub-contract, transfer, lease, assign or convey any work or services normally performed by members of the bargaining unit if it will result in the layoff of any bargaining unit members.

4.04 Deductions

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

4.05 New Employees

The Employer agrees that a Local Union representative will be given the opportunity to interview each newly-hired employee who is not a member of the Union, once during the employee's first week of employment, for the purpose of advising such employee of the existence of the Union and of her rights and obligations under the terms of this Agreement. Such interview may take place on the Employer's premises at a time and location designated by the Employer for such interview, and shall not exceed fifteen (15) minutes duration.

4.06 T4 Slips

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

4.07 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 5 - CORRESPONDENCE

5.01 Correspondence

All correspondence between the parties, arising out of this Agreement or incidental thereto shall pass to and from the General Manager or his/her designate and the Local President and National Representative of the Union.

5.02 Copies of Agreement

The cost of printing the Collective Agreement will be shared equally by the Union and the Employer. The parties agree to investigate the least costly alternative.

5.03 Contact Information

The Employer will provide to the Union a list of all the employees in the bargaining unit. The list will include each person's name, job title/classification, home mailing address, primary telephone number and, if available, personal e-mail.

The list will also indicate the employee's employment status (such as full-time, part-time, casual), and if the employee is on a leave of absence, the nature of the leave.

The employee contact list will be provided in an electronic spreadsheet to the Union contact designated by the Local Executive twice per year normally by the end of January and by the end of July.

ARTICLE 6 - UNION-MANAGEMENT RELATIONS

6.01 Representation

No individual employee or group of employees shall undertake to represent the Union at meetings with the Employer without proper written authorization from the Union. In order that this may be carried out, the Union will supply the Employer with the names of its officers. Similarly, the Employer shall supply the Union with the name(s) of the Manager(s) and General Manager.

6.02 Bargaining Committee

A Bargaining Committee shall be appointed and consist of not more than two (2) members of the Employer, as appointees of the Employer, and not more than two (2) appointees of the Union. The Union will advise the Employer in writing of the Union nominees to the Committee.

The Employer shall pay Bargaining Committee members their respective wages for all time lost from regularly scheduled hours while in negotiation with the Employer of the Collective Agreement and renewals thereof, up to but not including conciliation.

6.03 Union-Management Committee

The parties hereby agree to appoint a joint Labour Management Committee of two (2) employees appointed by the Union and two (2) members appointed by the Employer who shall meet to discuss and if possible provide understanding of points of mutual interest between the parties; it being understood that such Committee shall have no right to usurp the power of the negotiation committee. The committee shall meet as agreed between the parties and all matters for discussion shall be submitted to the General Manager of the Home and/or the Union at least one (1) week prior to the proposed date to be placed on the agenda. By mutual agreement of the parties, the number of representatives on the Labour Management Committee may be increased. Employees shall not suffer any loss of pay for time spent with this Committee. Nothing in this Article shall create an opportunity for overtime payment. An Employer and a Union representative shall be designated as joint chairpersons and shall alternate in presiding over meetings. Minutes of each meeting of the Committee shall be prepared and signed by the joint chairpersons as promptly as possible after the close of the meeting. Both parties shall rotate the responsibility of preparing the minutes.

6.04 Health and Safety Committee

- a) The employer and the Union agree that they mutually desire to maintain standards of safety and health in the workplace in order to prevent accidents, injury and illness and abide by the Occupational Health and Safety Act, as amended;
- b) Recognizing its responsibilities under the applicable legislation, the Employer agrees to accept as a member of its Health and Safety Committee at least one representative selected or appointed by the Union from amongst bargaining unit employees;
- c) Such Committee shall identify potential dangers and hazards, recommend means of improving health and safety programs and recommend actions to be taken to improve conditions related to safety and health;
- d) Meetings shall be held at least every third month. The Committee shall maintain minutes of all meetings and make the same available for review;
- e) 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 the period of one year. Time off for such representative(s) to attend meetings of the Health and Safety Committee in accordance with the foregoing shall be granted and any representative(s) attending such meetings during their regularly scheduled

hours of work shall not lose regular earnings as a result of such attendance;

- f) The Union agrees to endeavour to obtain the full cooperation of its membership in the observation of all safety rules and practices.

ARTICLE 7 - GRIEVANCE PROCEDURE

7.01 Recognition of Union Stewards and Grievance Committee

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

7.02 Names of Stewards

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

7.03 Grievance Committee

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

7.04 Permission to Leave Work

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

Permission to leave work during working hours for such purposes shall first be obtained from the immediate supervisor. Such permission shall not be unreasonably withheld.

7.05 Definition of Grievance

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

7.06 Definition of Working Day

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

7.07 Settling of Grievance

It is the mutual desire of the parties hereto that complaints of the employee(s) shall be adjusted as equitably as possible, and it is understood that an employee has no grievance until he has first given his supervisor an opportunity to adjust his complaint.

The Union on behalf of the employee has the right to lodge a grievance, with respect to any matter arising out of the interpretation, application or alleged violation of this Agreement.

If an employee has an unsettled complaint within the terms of this Agreement, it may be taken up as a grievance within seven (7) working days after the circumstances giving rise to the grievance occurred, in the following manner and sequence:

Step 1

The Union shall present the grievance in writing to the supervisor. The supervisor shall give his decision within five (5) working days following the presentation of the grievance to him. If the supervisor's decision is not satisfactory, then the grievance may be presented as follows:

Step 2

Within five (5) working days after the decision is given under Step 1, the Union may present the grievance to the General Manager or his/her authorized representative. Unless otherwise agreed by the parties, the parties shall schedule a meeting within five (5) working days unless an alternative time frame is jointly agreed to by the parties. The decision of the Employer will be rendered in writing within five (5) working days following such meeting.

If the final settlement of the grievance is not reached at Step 2, then the grievance may be referred in writing by either party to a Board of Arbitration as provided in Article 8 below at any time within ten (10) calendar days after the decision is given under Step 2, and if no such written request for arbitration is received within the time specified, then it shall be deemed to have been abandoned.

Time limits are mandatory unless extended by mutual agreement of the parties.

In determining the time within which action is to be taken or completed under the terms of this Agreement, such time limits shall be exclusive of Saturdays, Sundays and paid holidays.

7.08 Discharge and Suspension Grievances

A claim by an employee, who has completed her probationary period, that she has been discharged or suspended without just cause, shall be treated as a grievance if a written statement of such grievance is filed with the Employer at Step 2 of the grievance procedure within five (5) working days after the employee has been discharged or suspended.

7.09 Union Policy Grievance

A Union policy grievance, which is defined as an alleged violation of this Agreement, concerning all or a substantial number of the employees in a bargaining unit, may be lodged by the Chairman of the Grievance Committee in writing with the Employer at Step 2 of the grievance procedure at any time within five (5) full working days after the circumstances giving rise to such grievance occurred or originated, and if it is not satisfactorily settled it may be processed to Step 3, and to arbitration, in the same manner and to the same extent as the grievance of an employee.

7.10 Employer Grievances

Any grievance instituted by the Employer may be referred in writing to the grievance committee within five (5) full working days of the occurrence of the circumstances giving rise to the grievance, and the grievance committee shall meet within three (3) working days thereafter with the Employer to consider the said grievance. If final settlement of the grievance is not completed within five (5) working days of such meeting, the grievance may be referred, by either party, to a Board of Arbitration as provided in Article 8 at any time within ten (10) calendar days thereafter, but not later.

ARTICLE 8 - ARBITRATION

8.01 Referral to Arbitration

When either party requests that a grievance be submitted to arbitration, the request shall be in writing addressed to the other party in this Agreement and shall contain three (3) names of the first party's suggestions as the sole Arbitrator for the grievance. The recipient of the notice shall within ten (10)

days thereafter respond indicating its agreement to one of the suggested Arbitrator, or provide three alternative names. If the parties are unable to agree upon an Arbitrator, either party may request the Ontario Ministry of Labour Dispute Resolution Service to appoint an Arbitrator to resolve the dispute.

Where both parties agree that the grievance should be determined by a Board of Arbitration, the party filing the grievance shall submit the name of the filing party's nominee to the Board of Arbitration. The recipient of the notice shall within ten (10) days thereafter designate its nominee to the Board of Arbitration. The two nominees shall endeavour within ten (10) days after the appointment of the second of them, to agree upon a third person to act as Chairman of the Board of Arbitration.

If the nominees are unable to agree upon the third person as Chairman within ten (10) days after the appointment of the second one of them, then either party may request the Ontario Ministry of Labour's Dispute Resolution Service to appoint the chair of the Board of Arbitration.

The two (2) nominees first appointed shall be at liberty prior to the expiration of ten (10) days from the date of the appointment of the second of them, or prior to the appointment of the third chair within the said period of ten (10) days to discuss the grievance submitted to them with a view to mutual settlement.

No person may be appointed as an Arbitrator who has been involved in an attempt to negotiate or settle the particular grievance concerned.

Each of the parties shall pay its own expenses including pay for witnesses and the expenses of its own nominee, and one-half (1/2) the expenses and fees of the Arbitrator or the Chair of the Arbitration Board.

The Arbitrator or Board of Arbitration shall have authority only to settle disputes under the terms of this Agreement and only interpret and apply this Agreement to the facts of the grievance(s) involved. Only grievances arising from the interpretation, application, administration or alleged violation of this Agreement, including a question as to whether a matter is arbitrable, shall be arbitrable.

The Arbitrator or Board of Arbitration shall have no power to alter, add to, subtract from, modify or amend this Agreement in order to give any decision inconsistent with it.

A decision of the Sole Arbitrator or the majority of the members of the Board of Arbitration shall be the decision of the Board, but if there is no majority, the decision of the Chair shall govern.

All agreements reached under the grievance and arbitration procedures between the Employer and its representatives and the Union and its representatives will be final and binding upon the Employer, the Union and the employee(s) involved.

At any stage of the grievance procedure, including arbitration, the parties may have the assistance of the employee or employees concerned as a witness, and all reasonable arrangements will be made to permit the conferring parties or the Arbitrator or Board of Arbitration to have access to any part of the Residence to view any working conditions which may be relevant to the settlement of the grievance at a reasonable time and so as not to interfere with the function of the Residence.

ARTICLE 9 - DISCHARGE, SUSPENSION AND DISCIPLINE

9.01 Clearing the File

The record of an employee shall not be used against him/her at any time after eighteen (18) months following a suspension or disciplinary action, including letters of reprimand or any adverse reports. However, incidents involving resident abuse shall remain on an employee's file permanently.

9.02 Discipline Notices

Whenever the Employer issues a disciplinary notice to an employee, the Employer will also provide the Union President with a copy of that notice on the same day that it has been issued.

9.03 Access to Personnel File

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

9.04 Right to Have Steward Present

An employee shall have the right to have his/her Steward present at any meeting in which disciplinary action will be taken. The Employer shall notify the employee of the right to request the presence of the Union Steward before the meeting commences.

ARTICLE 10 - SENIORITY

10.01 Seniority Defined

Seniority is defined as the length of service with the Employer in the bargaining unit from the date of hire. For part-time employees, seniority shall be calculated on the basis of hours worked from the date of last hire, with 1875 hours paid representing one (1) year of service. However, an employee shall not accumulate in excess of one (1) year of seniority in any calendar year. Except as otherwise provided in the Agreement, seniority shall operate on a bargaining-unit-wide basis. For employees on record on the date when the Union became certified, seniority shall be calculated to include service prior to certification.

10.02 Seniority List

The Employer shall maintain separate seniority lists for full-time and part-time employees showing the employees classification and date upon which each employee's service commenced. An up-to-date seniority list shall be sent to the Union and posted on the main bulletin board in January and June of each year. An employee's name shall not be placed on the seniority list until she has completed her probationary period as outlined in Article 10.03 below.

Employees may challenge their seniority dates for a period of thirty (30) days after posting and if no challenges are received, the seniority list as posted shall be deemed to be correct. However, an employee who is absent when the list is so posted shall have thirty (30) days from the date of her return to work to challenge the seniority list and if she fails to do so, the seniority list as posted shall be deemed to be correct.

Employees who have transferred from full-time to part-time, or part-time to full-time shall have thirty (30) days from the date of their transfer to challenge the conversation of seniority established in determining their appropriate full-time or part-time equivalent seniority and if the employee fails to do so, the seniority as determined by the Employer shall be deemed to be correct.

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

10.03 Probationary Employees

Newly-hired employees shall be considered to be on a probationary basis for a period of four hundred and fifty (450) hours from the date of hiring. During the probationary period, employees shall be entitled to all rights and privileges of this Agreement unless otherwise specified. After completion of the probationary period, seniority shall be effective from the original date of employment.

10.04 Loss of Seniority

An employee shall lose his seniority rights and be deemed to have been terminated, if:

- a) he voluntarily resigns or retires;
- b) he is discharged for just cause and not reinstated through the grievance or arbitration procedures;
- c) he is laid off for a period of twenty-four (24) months or more;
- d) he fails to return from layoff within seven (7) days after receiving written notice of recall, unless he can provide a reasonable explanation for not doing so;
- e) he fails to return to work upon the expiry of an authorized leave of absence, unless he can provide a reasonable explanation for not doing so;
- f) he is absent from work for more than twenty-four (24) months by reason of illness or other physical disability;
- g) he is absent from work for more than twenty-four (24) months by reason of absence while on WSIB;
- h) he is absent for three (3) consecutive work days or more without notifying the Company, unless he can provide a reasonable explanation;
- i) he utilizes an authorized leave of absence for purposes other than those for which the leave was granted.

10.05 Transfers and Seniority Outside Bargaining Unit

No employee shall be transferred to a position outside the bargaining unit without her written consent. An Employee who is transferred or promoted to a position outside the bargaining unit shall not accumulate seniority. In the

event the employee is returned by the Employer to a position in the bargaining unit within twelve (12) months, he or she shall be credited with the seniority held at the time of transfer and/or promotion and resume accumulation from the date of his or her return to the bargaining unit. An employee not returned to the bargaining unit within twelve (12) 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 - PROMOTIONS AND STAFF CHANGES

11.01

a) Job Postings

All permanent vacancies or newly created classifications determined by the Employer to be filled shall be posted for ten (10) days at one location in the Residence during which time employees may apply for the said position in writing on a form supplied by the Employer.

Any notice posted pursuant to **11.01(a)** above shall contain the following information:

Classification, qualifications, shift, pay, as per the Collective Agreement.

If no application is received from an employee of the Residence within ten (10) days of the job posting, or if no employee qualifies within the trial period as set forth in **11.03**, for the vacancy, then the Employer may hire an employee from outside the bargaining unit.

The Employer agrees to follow the job posting process, as per Article 11 and internal applicants will be provided the first opportunity to fill a vacant posting. It is understood and agreed that the Employer may simultaneously advertise externally during the vacant posting process.

b) Temporary Vacancies

A temporary vacancy (which is a vacancy of less than six (6) weeks) can be filled at the discretion of the Employer on a temporary basis.

c) **Successful Applicant**

In the event that an employee has been accepted to fill a permanent vacancy, then at anytime within the first forty (40) calendar days after being assigned to such vacancy he may elect to revert to his old position. The trial period may be extended by mutual agreement, but in any case, not longer than an additional twenty (20) calendar days. Only the original vacancy shall be posted, and all vacancies which may occur as a result of having filled the original vacancy shall be filled at the discretion of the Employer.

d) **Temporary Job Postings**

A vacancy which occurs for more than six (6) weeks will be posted stating that the position is limited and shall indicate the estimated duration of the limited job. In any event, the limited job shall not exceed twelve (12) months. Upon termination of a limited job, the employee filling the vacancy shall be returned to their former position. In the event that a part-time employee is the successful applicant, the said employee shall retain his/her part-time status during the limited full-time period. An employee filling a temporary vacancy of six (6) weeks or longer duration shall not bid on any other temporary posting until the end of his/her temporary position.

11.02 Methods of Making Appointment

Staff changes, transfers or promotions within the bargaining unit shall be based upon the following factors:

- a) Seniority;
- b) Skill, competency, efficiency, ability and reliability.

Where the qualifications in factor (b) are relatively equal, then seniority shall govern.

11.03 Trial Period

The successful applicant shall be placed on trial for a period of forty (40) days. Conditional on satisfactory performance, any promotion or transfer made in accordance with this Article shall become permanent after forty (40) days. In the event the applicant proves unsatisfactory in the position during the aforementioned period, he shall be returned to his former position without loss of seniority.

When an employee transfers from full-time to part-time, seniority in terms of days and years accumulated to full-time status shall be transferred to part-time status and converted to seniority in terms of one (1) year equals 1875 hours.

An employee whose status is changed from part-time to full-time shall receive credit for her full seniority and service on the basis of one (1) year of seniority for each 1875 hours worked.

11.04 Union Notification

The Union shall be notified of all appointments, hiring's, layoffs, recalls and terminations of employment.

Notices of such appointments shall also be posted.

11.05 Postings While on Vacation or Leave

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

11.06 New Classification

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

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

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

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

ARTICLE 12 - LAYOFFS AND RECALLS

12.01 Layoff

In the event of a proposed layoff of a permanent or long-term nature, the Employer will provide affected employees notice, with a copy to the Chief Steward, according to the *Employment Standards Act*. Layoffs shall be based upon the following factors:

- a) seniority;
- b) skill, competency, efficiency and ability to do the job with minimum orientation.

12.02 Notice of Layoff

In the event of a proposed lay off of more than eight (8) weeks' duration, the Employer will meet with the Union as soon as possible through the Labour Management Committee to review the following:

- (i) the reason causing the layoff;
- (ii) possible alternatives to the layoff;
- (iii) the method of implementation, including the areas of cut-back and employees to be laid off.

Failure to meet as per the above will not delay the effective date of layoff.

12.03 Layoff Procedure

- a) In the event of lay off, the Employer shall lay off employees in reverse order of seniority within their classification.
- b) An employee who is subject to lay-off shall have the right to either:
 - i) Accept the lay off; or
 - ii) Displace an employee with lesser bargaining unit seniority in a lower or identical paying classification. The employee displaced shall then be laid off.

An employee who is entitled to this option shall provide written notice to her Manager within five (5) days of her decision to accept the layoff or to displace a more junior employee. Failure to do this will indicate acceptance of layoff. The Employer will determine which employee is laid off, subject to Article 12.03 (b)(i) above.

12.04 Recall Rights

- a) Recall to available positions shall be in reverse order of layoff.
- b) An employee recalled to work in a different classification from which she was laid off shall have the privilege of returning to the position she held prior to the layoff should it become vacant within six (6) months of being recalled.
- c) No positions will be posted until all employees who were laid off and are still available according to the seniority provision have been given the opportunity to return to work or have refused work or have been found unable to perform the work available.
- d) An employee who has completed her probationary period and has been laid off may retain but not accumulate her seniority for a period after the layoff not to exceed twenty-four (24) months.

ARTICLE 13 - HOURS OF WORK

13.01 Normal Hours of Work

- a) The normal hours of work for full-time employees shall be seven and one-half (7½) or eight (8) hours per day, as set out in the job posting, exclusive of an unpaid thirty (30) minute meal break at the Employer's discretion. The normal days per week shall be five (5) days per week, with a week being the period from Monday to Sunday.
- b) In no instance will any employee be required to work more than six (6) consecutive days without receiving her day off, unless otherwise mutually agreed or in the case of an emergency.

Nothing in this Article shall be construed as a guarantee of hours per day, or days per week.

13.02 Days Off

A full-time employee shall receive one weekend off in every two-week period, which shall include Saturday and Sunday.

The Employer shall not be responsible or liable for overtime claims and non-compliance with the collective agreement that might arise or accrue as a result of the exchanges of shifts.

ARTICLE 14 - OVERTIME

14.01 Overtime Defined

Authorized work performed in excess of seven and one-half (7½) hours (or eight (8) hours where applicable to the classification) per day shall be paid for at the rate of one and one-half (1½) times the employee's regular rate of pay.

Overtime shall be based on the employee's regular rate of pay and there shall be no pyramiding of overtime under this Article.

14.02 Meal Allowance

An employee required to work more than two (2) hours of overtime shall be provided with a meal or an allowance of seven dollars (\$7.00) by the Employer, at the Employer's discretion.

ARTICLE 15 - PAID HOLIDAYS

15.01 List of Holidays

Employees shall receive the following holidays with pay:

- | | |
|----------------|------------------|
| New Year's Day | Civic Holiday |
| Family Day | Labour Day |
| Good Friday | Thanksgiving Day |
| Victoria Day | Christmas Day |
| Canada Day | Boxing Day |

15.02 Holiday Qualifications

In order to be entitled to payment for holidays not worked, an employee must work his/her regular scheduled shift immediately before and following any of the above-named holidays. The employee will not be paid for the holiday if he/she has been instructed to report to work on the

holiday and has failed to do so unless such absence was due to a satisfactory reason.

15.03 Payment of Holidays

Employees working on one of the above-noted holidays shall receive pay at the rate of one and one-half (1 ½) the employee's regular hourly rate plus holiday pay as calculated in the *Employment Standards Act*.

15.04 Employee's not working on one of the above-named holidays shall be compensated per the *Employment Standards Act*.

15.05 Christmas or New Year's Off

The Employer shall endeavour to provide full-time employees with either Christmas Day or New Year's Day off, on a rotating basis so that full-time employees will have an equal opportunity.

15.06 No Pyramiding

There shall be no pyramiding of premium pay, overtime pay, sick leave pay, and paid holiday pay.

ARTICLE 16 - VACATIONS

16.01 Full-time employees shall be entitled to the following vacations with pay. A year of service for vacation accumulation is eighteen hundred and seventy-five (1875) hours. The vacation year runs from July 1 to June 30 each year.

Length of Vacation

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

Less than one (1) year of service	10/12 of a working day for each month worked at 4% of total earnings
One (1) year of service	10 working days (4% for part-time)
Four (4) years of service	15 working days (6% for part-time)
Ten (10) years of service	20 working days (8% for part-time)

Part-time employees may request a vacation period (unpaid leave of absence).

Vacation pay is calculated at the applicable percentage over the employee's gross earnings as defined by the *Income Tax Act*.

Vacations may not be carried over from year to year.

Part-time and casual part-time employees shall receive vacation pay every pay.

16.02 Vacation Pay on Termination

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

16.03 Vacation Lists

- a) Vacation preference lists shall be posted not later than March 1st each year, and shall remain posted until April 1st in order to give employees an opportunity to record their vacation period preferences. Following review and approval by the Employer final vacation lists shall be posted in all Departments by April 15th of each year, and will not be changed unless by mutual agreement.
- b) The Employer will consider the wishes of employees in order of seniority. The final right to determine vacation time is vested exclusively with the Employer to ensure efficient operation of the Residence, and where the skills of two (2) employees meet the requirements of the Employer, seniority shall govern. Once vacation lists are posted, there shall be no change in vacation assignment without consultation with the employee affected. Vacation requests made after the preference date shall be determined by the General Manager or designate having due regard to the proper operation of the Residence on a first come first served basis, not on the basis of seniority.

16.04 Approved Leave of Absence During Vacation

- a) Where an employee's scheduled vacation is interrupted due to serious illness which commenced prior to and continues into the scheduled vacation period, the period of such illness shall be considered sick leave.
- b) Where an employee's scheduled vacation is interrupted due to serious illness, the period of such illness shall be considered sick leave.
- c) The portion of the employee's vacation which is defined to be sick leave under the above provision will not be counted against the employee's vacation credits.

ARTICLE 17 - SICK LEAVE PROVISIONS

17.01 Sick Leave Defined

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

17.02 Amount of Sick Leave

Full-time employees will be credited with one half (½) day of sick leave per month to a maximum of nine (9) days accumulated in their sick bank, which days can be used for their intended purpose, but never cashed out.

17.03 Proof of Illness

Following three (3) consecutive days of illness or suspected misuse of sick days, an employee may be required to provide a doctor's certificate, certifying that the employee was unable to carry out her duties due to illness. If there is a cost to the employee for the medical certificate, it will be paid for by the Employer.

17.04 Sick Leave During Leave of Absence

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

17.05 Notification to Employer

An employee who is unable to report for duty on her scheduled afternoon or night shift shall notify the Employer of this fact at least two (2) hours in advance of the commencement of her scheduled shift. An employee who is unable to report for duty on her scheduled day shift shall notify the Employer at least one and one-half (1½) hours in advance of the commencement of her scheduled shift. This requirement shall be waived by the Employer where the employee was unable to give such notice due to circumstances beyond her control.

ARTICLE 18 - LEAVE OF ABSENCE

18.01 General Leave

Except as provided below, the Employer may grant a leave of absence without pay and without accumulation of seniority, provided that it receives at least one (1) month's notice in writing, unless impossible, and that such leave may be arranged without undue inconvenience to the normal operations of the workplace. When applying, applicants must indicate the date of departure and specify the date of return. If a leave of absence is granted, the employee shall be advised in writing. Notwithstanding the above, a person on leave for Union business shall be on leave without loss of seniority.

To qualify for leaves of absence as stipulated above, the employee must have completed twelve (12) months of employment with the Employer, and it is expressly understood no benefit except as hereinafter provided shall accrue to or be paid to any employee on a leave of absence.

18.02 Leave for Union Business

Representatives of the Union shall not suffer any loss of pay or seniority when required to leave their work temporarily in order to attend grievance meetings.

The Employer shall grant leaves of absence to employees to attend Union Conventions, Seminars, Education Classes or other Union business. The Union agrees that, in making requests for leaves of absence, it not unduly affect the proper operations of the Residence.

A Union leave of absence may be granted provided that the cumulative days do not exceed twenty-one (21) days in any calendar year.

Employees on such leave of absence will be paid by the Employer, who will be reimbursed by the Union, for the amount paid to the employees. The amount shall include any costs associated with the employee's employment. Such employee shall be on leave without loss of seniority.

For such leaves of absence, the Union must provide as much notice as possible, but no less than fifteen (15) calendar days, to the Employer, in writing.

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

An employee who is elected or selected for a full-time position with the Union or anybody with which the Union is affiliated, or who is elected to public office, shall be granted leave of absence without pay and without loss of seniority.

18.04 Bereavement Leave

- a) In the event of death of an employee's immediate family, the employee shall be entitled to leave of absence without loss of pay up to a maximum of five (5) days
- b) In the event of death of an employee's sister, brother, mother-in-law, father-in-law, son-in-law, daughter-in-law, grandparent or grandchild, the employee shall be entitled to leave of absence without loss of pay up to a maximum of three (3) days.
- c) In the event of death of an employee's aunt, brother-in-law, sister-in-law, uncle, former or legal guardian, niece or nephew or any other second degree relative, the employee shall be entitled to leave of absence without loss of pay for one (1) day.
- d) **In the event of a delayed interment or other service and/or to accommodate religious and cultural diversity, an employee will have the right to reserve one day of paid bereavement leave.**

18.05 Pregnancy and Parental Leave

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

- a) (i) An employee who is pregnant shall be entitled, upon application, to pregnancy leave and parental leave immediately thereafter. Pregnancy leave shall be granted for 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 18.06 Parental Leave.

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.

- b) When the Employer has suspended or discontinued operations during the leave of absence and has not resumed operations upon the expiry thereof, the Employer shall upon resumption of operations, reinstate the employee to her employment or to alternate work in accordance with the established seniority system or practice of the Employer in existence at the time the leave of absence began and in the absence of such a system or practice shall reinstate the employee in accordance with the provisions of 18.05 (b).
- c) Such absence is not an illness under the interpretation of this agreement, and sick leave benefits cannot be used.
- d) 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.
- e) 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.

18.06 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 18.05 a), b), c), d), e) shall also apply.

The Employer will continue to pay its share of the contributions of the subsidized employee benefits, including pension, in which the employee is participating for a period of up to seventeen (17) weeks while the employee is on parental leave.

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

The Employer will continue to pay the percentage in lieu of benefits and its share of pension contributions during the period of pregnancy leave. The Employer will register those benefits as part of the Supplemental Unemployment Benefit Plan with the Canada Employment Insurance Commission.

18.07 Jury or Court Witness Duty

The Employer shall grant leave of absence without loss of seniority to an employee who serves as a juror or subpoenaed witness in any court. The Employer shall pay such an employee the difference between her normal earnings and the payment she receives for jury service or court witness duty,

excluding payment for travelling, meals, or other expenses. The employee will present proof of service and the amount of pay received.

Time spent by an employee required to serve as a court witness, for the Employer and at the request of the Employer, in a matter arising out of her employment shall be considered as time worked and shall be paid at the appropriate rate of pay.

ARTICLE 19 - PAYMENT OF WAGES AND ALLOWANCES

19.01 Shift Premium

- a) The Employer agrees to pay a shift premium of fifty cents (50¢) per hour to employees for each hour worked between the hours of 11:00 p.m. and 7:00 a.m.
- b) Employees will be paid a Weekend Premium of \$0.25 for all hours worked between Friday at 23:00 pm and Sunday at 23:00 pm. This premium shall not form part of the hourly rate. This premium shall be in addition to the shift premium.

19.02 Pay Days

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

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

If an employee is underpaid, the following applies:

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

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

19.03 Pay during Temporary Transfers

When an employee temporarily relieves in or performs the principal duties of a higher paying position for two (2) or more consecutive shifts she shall receive the rate for the job. When an employee is temporarily assigned to a lower paying position than her own, her rate shall not be reduced.

19.04 Responsibility Allowance for Work Outside the Bargaining Unit

- a) When the Employer temporarily assigns an employee to carry out the responsibilities of a salaried employee outside of the bargaining unit for a period in excess of one (1) shift, the employee shall receive an allowance of seven dollars and fifty cents (\$7.50) for each shift from the time of the assignment.

19.05 Uniform Allowance

Employer shall provide uniforms to employees as follows:

- a)
 - (i) all new full-time employees will receive two (2) uniforms upon hire,
And
 - (ii) One (1) uniform twice a year for full-time employees for a total of two (2) uniforms per year.
- b) One (1) uniform annually for part-time employees.

ARTICLE 20 - EMPLOYEE BENEFITS

20.01 Change of Carriers

It is understood that the Employer may at any time substitute another carrier for any plan, provided the benefits remain the same. Before making such a substitution, the Employer shall notify the Union.

20.02 Life Insurance and AD & D

The Employer agrees to pay one hundred percent (100%) of the billed premiums for each employee who has completed their probationary period for the Insurance Plan. The Employer shall provide all employees with a Life Insurance and Accidental Death and Dismemberment (AD & D) policy that provides as follows:

Benefit Formula:	Flat amount
Benefit Maximum:	\$20,000.00
Non-evidence limit:	\$20,000.00
Benefit Reduction:	Reduces 50% at age 65

20.03 Extended Health Care Benefits

The Employer agrees to pay one hundred per cent (100%) of the billed premiums for each employee who has completed their probationary period for the Insurance Plan.

~~(i) Semi-private hospitalization – Difference between ward and semi-private hospital room.~~

- (i) Drugs – The employees shall pay 20% of the cost of the premiums. Reimbursement for prescribed drugs covered by the Plan, will be based on the cost of the lowest cost interchangeable drug, unless there is a documented adverse reaction to the drug or where the employee's doctor stipulates in writing that there are other medical reasons why the lowest cost interchangeable drug cannot be prescribed.
- (ii) Hearing Aids – Maximum \$600.00 every 48 consecutive months (includes batteries and repairs). Dependent children less than 21 years of age are eligible for two (2) hearings aids (one for each ear) to a maximum of \$600.00 each every 48 consecutive months (includes batteries and repairs).
- (iii) Paramedical Practitioners – Combined maximum of \$750.00 for all practitioners in a calendar year (except for psychologist which has a maximum of \$500.00 per calendar year) \$50.00 for x-rays per practitioner in a calendar year. Charges for hearing aids (excluding exams) when prescribed by an otolaryngologist, otologist and/or registered audiologist.
- (iv) Private Duty Nursing - \$300.00 per day to a maximum of \$10,000.00 in a calendar year.
- (v) Vision Care - **Effective two full pay periods following the Award, October 28, 2021**, up to **\$250.00** per person in any twenty-four (24) consecutive months for eye exams, contact lenses, or eye-glasses prescribed by an ophthalmologist or licensed optometrist or laser surgery.
- (vi) **Dental – Effective two full pay periods following the Award, October 28, 2021, the Employer shall provide all eligible Employees who have completed their probationary period with a Dental Plan up to a maximum of \$1,000.00 per calendar year for level 1 and level 2. The Employer shall pay fifty percent (50%) of the premiums.**

Eligible Expenses – (ODA, fee guide one year lag as adjusted from time to time; benefit year; January 1 – December 31)

- **80% for Level I – Basic Services**
- **80% for Level II – Supplementary Basic Services**

20.04 The Employer shall continue to pay its portion of premiums for insured benefit plans, provided employees continue to pay their portion, as follows:

- (i) While on paid leave of absence **less than 30 days** or Family Medical Leave.
- (ii) While on pregnancy and parental leave as required by the *Employment Standards Act*.
- (iii) While receiving WSIB for injury while in the employ of the Employer for up to twelve (12) months from the date of the injury.
- (iv) While unable to work due to illness.

20.05 Health and Welfare – Premium In Lieu

Part-time employees shall receive four and one-half percent (4.5%) of their regular rate of pay per hour worked above their regular rates of pay as set out in Appendix "A" hereto attached in lieu of all forms of health and welfare and fringe benefits.

ARTICLE 21 - PENSION

21.01 Nursing Home and Related Industry 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, including;

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

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

"Eligible employee" 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 from each pay period an amount equal to 2.5% of Applicable Wages to the Plan. The Employer shall contribute on behalf of each eligible employee for each pay period, an amount equal to 2.5 % of Applicable Wages to the Plan

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

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

- .03 The employee and Employer contributions shall be remitted to the Plan within thirty (30) days after the end of the calendar month in which the pay period ends for which the contributions are attributable.

- .04 The Union acknowledges and agrees that other than making its contributions to the Plan as set out in this article, the Employer shall not be obligated to contribute towards the cost of benefits provided by the Plan, or be responsible for providing any such benefits.

The Union and 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 exceeds that which the Employer would have if the Plan were a defined contribution plan.

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

The information required to be provided by the Employer may be provided 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.

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

Any additional information requested 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.

For further specificity, the items required for each eligible employee by .05 above of the agreement are:

i) To Be Provided Once Only At Plan Commencement

- a) Date of Hire
- b) Date of Birth
- c) Date of First Contribution
- d) Seniority List 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

- a) Name
- b) Social Insurance Number
- c) Monthly remittance
- d) Pensionable Earnings
- e) Year to date Contributions
- f) Employer portion of arrears owing due to error, or late enrolment by the Employer

iii) To Be Provided Once, and if Status Changes:

- a) Address as provided to the Home
- b) Termination date when applicable

iv) To be Provided Once, if they are Readily Available

- a) Gender
- b) Marital Status

ARTICLE 22 - GENERAL CONDITIONS

22.01 Bulletin Board

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

22.02 Proper Conditions

The Employer will provide a staff room for the purpose of changing and to have their meals. The Employer will provide sufficient lockers to store belongings.

ARTICLE 23 - RETROACTIVITY

23.01 Increases to the salary schedule shall be retroactive. The Employer will endeavour to provide all retroactivity within forty-five (45) 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 known address and will have thirty (30) calendar days from the date the notice is sent to claim retroactive payments. The Union shall receive a copy of all notices sent to former employees.

ARTICLE 24 - TERM OF AGREEMENT

24.01 Effective Date

The term of this Agreement shall be from January 16, **2020** to January 15, **2023**, and shall continue from year to year upon the expiration of that term unless either party gives to the other party notice in writing at least ninety (90) days prior to the expiration date in each year that it desires its termination or amendment.

24.02 Changes in Agreement


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

- a) Schedule "A" hereto headed Classifications and Wages is hereby made part of this Agreement.
- b) When any position not covered by Schedule "A" is established during the term of this Agreement, the rate of pay shall be negotiated between the Union and the Employer.


Signed this 7 day of February, 2022.

FOR THE EMPLOYER


**FOR C.U.P.E. AND
ITS LOCAL UNION**




Mark Savard (Feb 7, 2022 10:18 EST)



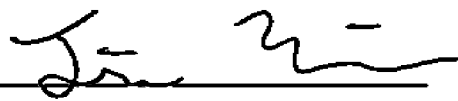
Jennifer Amott (Feb 7, 2022 18:09 EST)



Christine Devine (Feb 7, 2022 17:11 EST)



Martine Falardeau (Feb 7, 2022 09:56 EST)



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January 19, 2022

SALARY SCALE SCHEDULE 'A'

		CURRENT	Year 1	Year 2	SWI	2 PP DOA	Year 3
		15-Jan-19	16-Jan-20	16-Jan-21			16-Jan-22
		Rate	2%	2%			2%
Cook	Start	17.67	18.02	18.38			18.75
	Year 1 (1875 hours)	18.10	18.46	18.83			19.21
	Year 2 (3750)	18.56	18.92	19.31			19.70
Dishwasher	Start	14.00	14.28	14.57	0.50	15.07	15.37
	Year 1 (1875 hours)	14.28	14.57	14.86	0.50	15.36	15.66
	Year 2 (3750)	14.57	14.86	15.15	0.50	15.65	15.97
Guest Attendant	Start	16.03	16.35	16.68	0.10	16.78	17.11
	Year 1 (1875 hours)	16.44	16.77	17.10	0.10	17.20	17.55
	Year 2 (3750)	16.85	17.19	17.53	0.10	17.62	17.98

		15-Jan-19	16-Jan-20	16-Jan-21			16-Jan-22
		Rate	2%	2%			2%
Maintenance Asst.	Start	14.00	14.28	14.57	1.00	15.57	15.88
	Year 1 (1875 hours)	14.28	14.57	14.86	1.00	15.86	16.17
	Year 2 (3750)	14.57	14.86	15.15	1.00	16.15	16.48
Room Attendant	Start	14.00	14.28	14.57	0.85	15.42	15.72
	Year 1 (1875 hours)	14.28	14.57	14.86	0.85	15.71	16.02
	Year 2 (3750)	14.57	14.86	15.15	0.85	16.00	16.32
RPN	Start	24.25	24.74	25.23	0.10	25.33	25.84
	Year 1 (1875 hours)	24.86	25.36	25.86	0.10	25.96	26.48
	Year 2 (3750)	25.47	25.98	26.50	0.10	26.60	27.13
Server	Start	14.00	14.28	14.57	0.20	14.77	15.06
	Year 1 (1875 hours)	14.28	14.57	14.86	0.20	15.06	15.36
	Year 2 (3750)	14.57	14.86	15.15	0.20	15.35	15.66

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January 19, 2022