

COLLECTIVE AGREEMENT

between

MADONNA CARE COMMUNITY

and

**CANADIAN UNION OF PUBLIC EMPLOYEES
and its Local 2199**



April 1, 2019 to March 31, 2024

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ARTICLE 1 - PREAMBLE

- 1.01** It is the desire of both parties to this Agreement to:
- a) maintain and improve the harmonious relations and settled conditions of employment between the Employer and the Union;
 - b) recognize the mutual value of joint discussions and negotiations in all matters pertaining to working conditions, employment, services, etc.;
 - c) encourage efficiency in operation;
 - d) promote the morale, well-being and security of all the employees in the bargaining unit of the Union.
- 1.02** Methods of bargaining and all matters pertaining to the working conditions of the employees at Madonna Care Community are included in this Collective Agreement.

ARTICLE 2 - MANAGEMENT RIGHTS

2.01 Management Rights

The Union recognizes and 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:

- a) to determine and establish standards and procedures for the care, welfare, safety and comfort of the residents of the Care Community;
- b) to maintain order, discipline, efficiency and in connection therewith to establish and enforce reasonable rules, regulations, policies and practices from time to time to be observed by its employees; such rules will be posted on the employees' Bulletin Board with a copy supplied to the Union. The Employer reserves the right to amend or introduce new rules from time to time, copies of which are to be posted on the Bulletin Board with copies to be supplied to the Union;

- c) to hire, transfer, lay-off, recall, promote, demote, classify, schedule, assign duties, discharge, suspend, or otherwise discipline employees for just cause, provided that a claim of discriminatory transfer, promotion, demotion, reclassification or a claim that an employee who has completed probation has been discharged or disciplined without just cause, may be the subject of a grievance and dealt with as hereinafter provided;
- d) to have the right to plan, direct and control the work of the employees and the operations of the Care Community;
- e) to exercise any of the rights, powers, functions or authority which the Employer had prior to the signing of this Agreement, except as those rights, powers, functions of authorities that are specifically abridged or modified by this Agreement.

2.02 Not Discriminatory

The Employer shall not exercise its rights to direct the working forces in a discriminatory manner, nor shall the employee or the Union or its representative exercise its rights in a discriminatory manner. Nor shall these rights be used in a manner which would deprive present employees of their employment, unless through just cause.

The parties agree that there shall be no discrimination against any employee by reason of the employee's age, race, creed, colour, national origin, religion, sex or marital status.

ARTICLE 3 - RECOGNITION

3.01 Bargaining Unit

The Employer recognizes the Canadian Union of Public Employees and its Local 2199 as the sole and exclusive bargaining agency for employees of the Madonna Care Community in Orleans in the Regional Municipality of Ottawa-Carleton save and except professional medical staff, graduate nursing staff, undergraduate nursing staff, supervisors, persons above the rank of supervisor, Activities Director, technical and office staff, persons regularly employed for twenty-four (24) hours per week or less and students employed during the school vacation period.

3.02 Work of the Bargaining Unit

Persons whose jobs are not in the bargaining unit, with the exception of persons regularly employed for twenty-four (24) hours per week or less and students employed during the summer vacation period, shall not work on any jobs which are included in the bargaining unit except for the purposes of instruction, experimenting, or in emergencies when regular employees are not available.

3.03 No Other Agreements

No employee covered by this Agreement shall be required or permitted to make any written or verbal agreement with the Employer or its representatives, which may conflict with the terms of this Collective Agreement without the approval of the Representatives of the Union.

3.04 Definition

Full-time employee:

Is an employee who is regularly scheduled to work seventy-five (75) hours in a two-week period.

Part-time employee:

Is an employee who is regularly scheduled to work sixty (60) hours or less in a two week period.

Casual employee:

Shall be deemed to be an employee so designated who works on an unscheduled basis when available and called upon to do so.

ARTICLE 4 - UNION SECURITY AND CHECK-OFF DUES

4.01 Union Membership

- a) All employees who are members of the Union, at the time this Agreement becomes effective, shall retain membership in the Union for the duration of this Agreement.
- b) As a condition of employment, new employees shall join the Union.

4.02 Check-Off

The Employer agrees to deduct, each month from each employee covered by this Agreement, an amount equivalent to the regular monthly dues of the Union and to remit the amount so deducted to the Secretary-Treasurer of the Union not later than the fifteenth day of the month following, accompanied by a list of names and social insurance numbers of all employees from whose wages the deductions have been made.

The Employer also agrees to provide the Union with the addresses and classifications of all employees once a year as well as any additions or revisions at other times.

4.03 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.

4.04 New Employees

The Employer agrees to acquaint new employees with the fact that a Union Agreement is in effect, and with the conditions of employment set out.

4.05 Dues Receipts

The Employer shall indicate on the employee's T-4 income tax slip the amount of the union dues deducted from their pay during the tax year.

4.06

A representative of the Union shall be given an opportunity to meet each new employee within regular working hours, without loss of pay, for a maximum of fifteen (15) minutes during the first month of employment for the purpose of acquainting the new employee with the benefits and duties of union membership and his/her responsibilities and obligations to the Union.

ARTICLE 5 - CORRESPONDENCE

5.01 Correspondence

All correspondence and other communications between the parties arising out of this Agreement or incidental thereto shall pass to and from the Executive Director or his designate of the Care Community and Secretary of the Union, or the Secretary's designate.

ARTICLE 6 - LABOUR 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 authorization of the Union. In order that this may be carried out, the Union will supply the Employer with the names of its officers. The Employer shall supply the Union with the names of its representatives authorized to handle grievances at the various stages.

6.02 Labour/Management Committee

A Labour Management Committee shall be established consisting of three (3) representatives of the Union and three (3) representatives of the Employer, unless otherwise agreed. The Committee shall concern itself with reviewing suggestions, matters of working conditions, service and improving conditions making for grievances and misunderstandings. This Committee shall not have the power to add, amend, delete or change any part of the Collective Agreement.

Either party may initiate a request for a meeting and such a meeting shall be held at a time and place fixed by mutual agreement.

6.03 Function of Bargaining Committee

It shall be the function of the Bargaining Committee to negotiate amendments or renewal of this Agreement and such related matters, which properly arise from time to time.

6.04 Representative of Canadian Union of Public Employees

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 a reasonable access to the Employer's premises upon request, by appointment with the Executive Director in order to investigate and assist in the settlement of a grievance.

6.05 Time Off for Meetings

Any representative of the Union on the Bargaining Committee, or Labour/Management Committee, who is in the employ of the Home, shall have the privilege of attending committee meetings held within working hours without loss of remuneration. This privilege applies only when the committees are engaged in committee work with representatives of the Employer.

6.06 Technical Information

The Employer shall make available to the Union, in writing, on request, information required by the Union, such as job descriptions, positions in the bargaining unit, job classifications, wage rates and welfare plans. Such information shall be supplied to the Union within four (4) to six (6) weeks after such a request is made or such other time as may be agreed by the parties.

ARTICLE 7 - GRIEVANCE PROCEDURE

7.01 Election of Stewards

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

7.02 Chief Steward

One Steward will be appointed by the Union as Chief Steward.

7.03 Names of Stewards

The Union shall notify the Employer in writing of the name of each Steward and the shift he represents and the Chief Steward, before the Employer shall be required to recognize them.

7.04 Grievance Committee

The Bargaining Committee and the Steward concerned will be the Grievance Committee during the term of this Agreement.

7.05 Permission to Leave Work

The Employer agrees that stewards shall not be hindered, coerced, restrained or interfered with in any way in the performance of their duties, while investigating disputes, and presenting adjustments as provided in this Article. The Union understands and agrees that each steward is employed to perform full time work for the Employer and that he will not leave his work during working hours except to perform his duties under this Agreement. Therefore, no steward shall leave his work without obtaining the permission of his supervisor, which permission shall not be unreasonably withheld. The said steward shall not be away from their work for unreasonable lengths of time.

7.06 Definition of Grievance

A grievance under this Agreement shall be defined as any difference or dispute between the Employer and any employee(s) or the Union.

7.07 Settling of Grievances

An earnest effort shall be made to settle any grievance fairly and promptly in the following manner:

Step 1

The aggrieved employee(s) shall submit the grievance to his Steward.

Step 2

If the Union Steward considers the grievance to be justified, the Union Steward and the employee(s) concerned shall present a grievance in writing to the Supervisor within twenty (20) working days following the date of the circumstances giving rise to the complaint or the date the employee ought to have reasonably become aware of the

grievance. The Supervisor shall render a decision in writing within five (5) days following the date the grievance was submitted.

Step 3

Failing settlement being reached in Step 2, the employee(s) concerned, together with the Grievance Committee, shall submit the grievance, in writing within five (5) days following the decision under Step 2, to the Executive Director or designate, who shall render his decision within ten (10) working days after receipt of such notice.

Step 4

Failing a satisfactory settlement being reached in Step 3, either party may on giving ten (10) days' notice, in writing, to the other party of its intention, refer the dispute to arbitration.

7.08

a) Policy Grievance

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

b) Employer Grievance

A policy grievance by the Employer shall be submitted to the Secretary of the Union. The Union shall meet with the Employer and render its decision within twenty (20) working days following receipt of the grievance. Failing satisfactory settlement at this stage, the Employer may refer the grievance to arbitration within the time limits specified in Article 7, Step 4 of the Grievance Procedure.

7.09 Supplementary Agreements

Supplementary agreements, if any, shall form part of this Agreement and are subject to the grievance procedure.

7.10 Failure to Act Within Time Limits

Failure of Grievor or the Union to process a grievance to the next step in the grievance procedure within the time limit specified shall not be deemed to have prejudiced the Union on any future identical grievance.

7.11 Technical Objection to Grievance

The Arbitration Board shall have the power to waive formal procedural irregularities in its hearing of a grievance in order to determine the real matter in dispute and to enable the giving of a decision according to equitable principles and the justice of the case. This clause notwithstanding, no matter may be submitted to arbitration which has not been properly carried through all requisite steps of the Grievance Procedure or which does not involve a matter of interpretation, administration, application or alleged violation of this Agreement.

7.12 It is understood that the Executive Director or his designate shall have counsel and any assistance they desire at any meeting with the Union.

ARTICLE 8 - ARBITRATION

8.01 Composition of Board of Arbitration

When either party requests that a grievance be submitted to arbitration, the request shall be made in writing addressed to the other party of the Agreement, indicating the name of its nominee on an Arbitration Board. Within ten (10) days thereafter the other party shall answer in writing indicating the name and address of its appointee to the Arbitration Board. The two Arbitrators shall then meet to select an impartial chairman.

8.02 Failure to Appoint

If the two appointees fail to agree upon a chairman within fifteen (15) days of appointment, the appointment shall be made by the Provincial Minister of Labour, upon the request of either party.

8.03 Board Procedure

The Board may determine its own procedure, subject to any statutory provisions, but shall give full opportunity to all parties to present evidence

and make representations to it. It shall hear and determine the difference or allegation and render a decision.

8.04 Decisions of the Board

The decision of the majority shall be the decision of the Board. Where there is no majority decision, the decision of the Chairman shall be the decision of the Board. The decision of the Board of Arbitration shall be final and binding and enforceable on all parties but in no event shall the Board of Arbitration have the power to change this Agreement or to alter, modify or amend any of its provisions. However, the Board shall have the power to dispose of any discharge or a discipline grievance by any arrangement, which in its opinion it deems just and equitable.

8.05 Expenses of the Board

Each party shall pay:

- a) The fees and expenses of the Arbitrator it appoints;
- b) One-half the fees and expenses of the Chairman.

8.06 Disagreement of Decision

Should the parties disagree as to the meaning of the decision, either party may apply to the Chairman of the Board of Arbitration to reconvene the Board to clarify the decision.

8.07 Amending of Time Limits

The time limits fixed in both the grievance and arbitration procedures may be extended by consent of the parties to this Agreement; such consent shall not be unreasonably withheld.

8.08 Witnesses

At any stage of the grievance or arbitration procedure, the parties may have the assistance of the employee(s) concerned as witnesses and all reasonable arrangements will be made to permit the conferring parties or the Arbitrator(s) to have reasonable access to the Employer's premises to view any working conditions which may be relevant to the settlement of the grievance.

8.09 Single Arbitrator

Where both parties agree, a single arbitrator may be substituted for a Board of Arbitration. His appointment and jurisdiction shall conform to the provisions of this Article.

ARTICLE 9 - DISCHARGE, SUSPENSION AND DISCIPLINE

9.01 Adverse Report

The Employer shall notify an employee in writing of any expression of dissatisfaction concerning his/her work within ten (10) working days of the event of the complaint, with copies to the Union. This notice shall include particulars of the work performance, which led to such dissatisfaction. If this procedure is not followed, such expression of dissatisfaction shall not become part of his/her record for use against him/her in regards to discharge, discipline, promotion, demotion, or other related matters. This Article shall be applicable to any complaint or accusation, which may be detrimental to an employee's advancement or standing with the Employer whether or not it relates to his/her work. The employee's reply to such complaint, accusation or expression of dissatisfaction shall become part of his/her record. The record of an employee shall not be used against her/him at any time after twelve (12) months following a suspension or disciplinary action, including letters of reprimand or any adverse reports.

9.02 Warning

Whenever the Employer or its authorized agent deem it necessary to censure an employee, in a manner indicating that dismissal or discipline may follow any further infraction or may follow if such employee fails to bring his/her work up to a required standard by a given date, the Employer shall, within ten (10) days thereafter, give written particulars of such censure to the Secretary of the Union, with a copy to the employee involved.

9.03 Discharge Procedure

An employee who has completed his probationary period may be discharged for just cause. Supervisory Personnel may suspend an employee, but shall immediately report such action to the Executive Director. The employee and the Union shall be advised promptly in writing by the Employer of the reason for such discharge or suspension.

9.04 May Omit Grievance Steps

An employee considered by the Union to be wrongfully or unjustly discharged or suspended shall be entitled to a hearing under Article 7, Grievance Procedure. Steps 1 and 2 of the Grievance Procedure shall be omitted in such cases.

9.05 Unjust Suspension or Discharge

Should it be found upon investigation that an employee has been unjustly suspended or discharged, such employee shall be immediately reinstated in his former position, without loss of seniority, and shall be compensated for all time lost in an amount equal to his normal earnings during the pay period next preceding such discharge or suspension, or by any other arrangement as to compensation which is just and equitable in the opinion of the parties or in the opinion of a Board of Arbitration, if the matter is referred to such a Board.

9.06 Designation of Supervisor

Every employee shall be notified of his/her immediate designated supervisor by means of an organizational chart to be posted.

9.07 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 and shall have the right to respond in writing to any document contained therein. Such reply shall become part of the permanent record.

9.08 Right to Have Steward Present

An employee shall have the right to have his/her Steward present at any discussion with supervisory personnel, which the employee believes might be the basis of disciplinary action. Where a supervisor intends to interview an employee for disciplinary purposes, the supervisor shall so notify the employee in advance of the purpose of the interview in order that the employee may contact his/her Steward to be present at the interview. A Steward or Local Officer may have the right to consult with a C.U.P.E. staff representative and may have him/her present at any discussion with supervisory personnel which might be the basis of disciplinary action.

ARTICLE 10 - SENIORITY

10.01 Seniority Defined

Seniority is defined as the length of service in the bargaining unit and shall be used in determining preference or priority for promotions, transfers, schedules, call-ins, demotions, lay-offs, and recall, provided that the senior employee is able to meet the normal requirements of the job. Seniority shall operate on a bargaining-unit-wide basis.

10.02 Seniority List

The Employer shall maintain a seniority list showing the 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 boards on April 1st and October 1st of each year. Seniority lists, as posted, will be deemed to be final and binding and not subject to a complaint unless such complaint is made in writing within thirty (30) days from the date of posting.

Seniority, as set out on the posted seniority list, will be used for all of the purposes set out in the Collective Agreement save and except for promotions and layoffs. For promotions and layoffs, the seniority list will be updated to the end of the pay period prior to the pay period during which the job was posted, or the notice of layoff was given.

All seniority, vacation and other credits obtained under this Agreement shall be retained and transferred with the employee when reclassified from full-time employment to part-time employment.

10.03 Probationary Employees

Newly hired employees shall be considered on a probationary basis for a period of three (3) calendar months or 450 hours from the date of hiring. A probationary employee may be recognized as a permanent employee at some time prior to the completion of the probationary period. During the probationary period, employees shall be entitled to all rights and privileges of this Agreement unless otherwise specified, except with respect to discharge. The employment of such employees may be terminated at any time during the probationary period without recourse to the Grievance Procedure. After completion of the probationary period, seniority shall be effective from the original date of employment.

10.04 Loss of Seniority

An employee shall not lose seniority rights if he is absent from work because of sickness, accident, lay-off, or leave of absence approved by the Employer.

An employee shall only lose his seniority in the event:

- a) he is discharged for just cause and is not reinstated;
- b) he resigns;
- c) he is absent from work in excess of four (4) working days without sufficient cause or without notifying the Employer, unless such notice was not reasonably possible;
- d) he fails to return to work within seven (7) calendar days following a lay-off and after being notified by registered mail to do so, unless through sickness or other just cause. It shall be the responsibility of the employee to keep the Employer informed of his current address.
- e) he is laid off in excess of twenty-four (24) months.
- f) he is absent due to illness or disability for a period of twenty-four (24) calendar months from the time the illness or disability commenced, and there is no likelihood of an immediate return to work.

10.05 Transfers and Seniority Outside Bargaining Unit

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

ARTICLE 11 - PROMOTIONS AND STAFF CHANGES

11.01 Job Postings

When a vacancy occurs or a new position is created within the bargaining unit, the Employer shall post a notice on the Employer's main bulletin boards with a copy to the Union for a period of five (5) working days so that interested employees can apply.

In the event the Employer decides not to fill a vacant position, it shall notify the Union in writing within ten (10) days of making its decision.

11.02 Information in Postings

The job posting notice shall contain the following information: nature of the position, qualifications, required knowledge and education, skills, shift, approximate start date (if known), wage or salary rate or range.

11.03 No Outside Advertising

The Employer is entitled to outside advertise a position after the procedure in article 11.01 has been initiated. The purpose of this article is to prevent delays in the job selection process. It has no impact on the selection criteria outlined in Article 11.04.

11.04 Recognition of Seniority

Both parties recognize:

- a) the principle of promotion within the service of the Employer, qualifications being sufficient.
- b) that job opportunity should increase in proportion to length and quality of service, qualifications being sufficient.

11.05 Methods of Making Appointment

In making staff changes, transfers, or promotions, appointment shall be made of the senior applicant able to meet the normal requirements of the job. Appointments from within the bargaining unit shall be made within three (3) weeks of posting. If no suitable applications are received, the Employer reserves the right to resort to the external workforce.

11.06 Trial Period

The successful applicant shall be placed on trial for a period of one (1) month. Conditional on satisfactory service, such trial promotion shall become permanent after the period of one (1) month. The trial period may be extended with mutual agreement. In the event the successful applicant proves unsatisfactory in the position during the aforementioned trial period, or if the employee finds himself unable to perform the duties of the new job classification, he shall be returned to his former position and salary without loss of seniority and wage or salary. Any other employee promoted or transferred because of the rearrangement of positions shall

also be returned to his former position and salary without loss of seniority and wage or salary. Any unsuccessful applicants for the original posting will then be considered in accordance with Article 11.05. If there are no unsuccessful applicants then the position would be reposted.

11.07 Union Notification

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

Notices of such appointments shall also be posted.

11.08 Disabled Employees' Preference

An employee who has been incapacitated at his work by injury or compensable occupational disease, or who, through advancing years or temporary disablement is unable to perform his regular duties, will be employed in other work which he can do, provided work is available at the time such person wishes to start such work, without regard to other seniority provisions of this Agreement, except that such employees may not displace another employee.

11.09 When an employee will be absent on vacation or leave of absence, the employee may advise her manager, in writing, and no more than seven (7) days prior to beginning the vacation or leave of absence, that she wishes to be considered for any potential job posting which might arise during her vacation 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, the written notice will be considered an application. The written notice is only valid during the vacation or leave of absence period immediately following its delivery to the manager.

11.10 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, provided the Union requests such meeting within ten (10) days of receiving the notice from the Employer. At such meeting, the parties will review the rate; the Employer's rationale for establishing the rate, and the reasons the Union disagrees with the rate. If

the parties reach agreement, the agreement is effective as of the date on which the Employer gave the Union notice of the new rate. If the parties are unable to reach an agreement, either party may refer the dispute to arbitration, as provided in this agreement, provided the referral is made within fifteen (15) days of the meeting.

Any decision by a Board of Arbitration, or Arbitrator as the case may be, shall be based on the relationship established by comparison with the rates for other classifications in the bargaining unit having regard to the requirements of such classifications.

Any change awarded as a result of arbitration shall be retroactive only to the date on which the Employer gave the Union notice of the new rate.

ARTICLE 12 - LAY-OFFS AND RECALLS

12.01 Lay-Off and Rehiring Procedure

Both parties recognize that job security should increase in proportion to length and quality of service. Therefore, in the event of a lay-off, employees shall be laid off in accordance with Article 10 - Seniority; however, the Employer will retain sufficient employees in each classification in order to continue to provide competent nursing care for residents of the Home. Employees shall be recalled in the order of their seniority, providing they are qualified to do the work.

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

No full-time employee within the bargaining unit shall be laid off by reason of his/her duties being assigned to one or more part-time employees.

12.03 Notice of Lay-Off

In the event of a proposed lay-off of a temporary and/ or permanent and/or long-term nature of thirteen (13) calendar weeks or more, the Employer will:

- a) provide the Union with at least eight (8) 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. The Act will be considered to provide the following additional notice:
 - i) for service greater than nine (9) years, nine (9) weeks of notice
 - ii) for service greater than ten (10) years, ten (10) weeks of notice
 - iii) for service greater than eleven (11) years, eleven (11) weeks of notice
 - iv) for service greater than twelve (12) years, twelve (12) weeks of notice
- c) meet with the Union through the Labour Management committee to review the reasons and expected duration of the lay-off, 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 lay-off and related provisions in this collective agreement.

12.04 Lay-Off Procedure

- a) In the event of lay-off, the Employer shall lay-off 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) An employee who is subject to lay-off shall have the right to either:
 - (i) accept the layoff; or
 - (ii) displace an employee who has lesser bargaining unit seniority in a lower or identical paying classification in the bargaining unit if the 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 employee so displaced shall be laid off.
 - (iii) the procedure defined in part (a) and (b) (i) and (b) (ii) above shall apply to part-time employees, it being understood that a part-time layoff is separate and apart from a full-time layoff.

12.05

- a) An employee shall have opportunity of recall from a lay-off to an available opening, in order of seniority, provided she has the ability and qualifications as required by law to perform the work, and provided such opening is first posted under the job posting procedure, and has not been filled. 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 first sentence 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 seven (7) calendar days after being notified to do so by registered mail, (which notification shall be deemed to have been received on the second date of mailing) and return to work within seven (7) calendar days after being notified. The notification shall state the job to which the employee is eligible to be recalled and the date and time at which the employee shall report for work.
- d) Employees on lay-off or notice of lay-off shall be given preference for temporary vacancies, which are expected to exceed twenty (20) days of work. An employee who has been recalled to such temporary vacancy shall not be required to accept such recall and may instead remain on lay-off. This provision supersedes the job posting provision.

ARTICLE 13 - HOURS OF WORK

13.01 Normal Hours of Work

The normal hours of work shall be seven and one-half (7½) hours per day, exclusive of a thirty (30) minute meal break. The normal days per week shall be five (5) days per week with a week being the period from Monday to Sunday. In no instance will any employee be required to work more than five (5) consecutive days without receiving his day off, unless otherwise mutually agreed. Nothing in this Article shall be construed as a guarantee of hours per day, or days per week.

13.02 Days Off

Days off shall be planned in such a way as to equally distribute free weekends. A full-time employee shall receive one weekend off in every two-week period, which shall include Saturday and Sunday.

Employees whose vacations are not scheduled during July and August shall receive every weekend off during these months.

13.03 Working Schedule

The hours of work of each employee shall be posted in an appropriate place at least two (2) weeks in advance. The schedule will be posted in ink and will not be changed without the consent of the employee involved. The Union shall receive a copy of the said schedules on request. There shall be no rotation of permanent shifts.

13.04 Rest Period

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.

13.05 Reporting Pay

Employees who report for any scheduled shift will be guaranteed at least four (4) hours of work, or if no work is available, will be paid at least four (4) hours except when work is not available due to conditions beyond the control of the home. The reporting allowance outlined as herein shall not apply whenever an employee has received prior notice not to report for work.

ARTICLE 14 - OVERTIME

14.01 Overtime Defined

All time worked outside the normal workday, the normal workweek, or on a holiday shall be considered as overtime. For RPNs, overtime periods of less than fifteen (15) minutes need not be recorded or paid for, however, overtime periods in excess of fifteen (15) minutes shall be paid for in full.

14.02 Overtime Rates

Overtime rates shall apply for work as follows:

- a) On a regular work day
Time and one-half after seven and one-half (7½) hours in any one day of shift.
- b) On regularly scheduled days off
Time and one-half on the first day and double time on the second day.
- c) On a holiday when the employee was scheduled to work
Time and one-half in addition to holiday pay.
- d) On a holiday when the employee was not scheduled to work
Double time in addition to the holiday pay.

14.03 No Lay-Off to Compensate for Overtime

Employees shall not be required to lay-off during regular hours to equalize any overtime worked.

14.04 Sharing of Overtime

Overtime shall be given in order of seniority to the employees who are willing and qualified to perform the work that is available.

14.05 Minimum Call-Back Time

An employee who has left work and is called back to work after he has completed his regular shift shall be paid for a minimum of three (3) hours at overtime rates.

14.06 Notice of Change of Shift

Twenty-four (24) hours' notice shall be given before change of shift. Failure to provide at least sixteen (16) hours' rest between shifts which, are being changed shall result in the payment of overtime at established rates for any hours worked during such normal rest period, except in emergencies or except where the shift change is initiated by the employee.

14.07 Time Off in Lieu of Overtime

Instead of cash payment for overtime, an employee may choose to receive time off at the appropriate overtime rate at a time mutually agreed to by the employee and the Employer.

14.08 Shift Premium and Weekend Premium

Employees shall receive an additional forty cents (.40¢) per hour to their regular hourly rate when the majority of their hours are worked between the hours of 3:00 p.m. and 7:00 a.m.

Employees shall receive thirty-five cents (.35¢) per hour worked when the majority of their hours are worked between the hours of 11:00 p.m. Friday to 11:00 p.m. Sunday.

14.09 No Duplicating or Pyramiding of Overtime

Overtime premiums will not be duplicated nor pyramided nor shall the same hours worked be counted as part of the normal workweek and also as hours worked for which the overtime premium is paid.

However, time worked on a paid holiday shall be counted as part of the normal workweek.

ARTICLE 15 - HOLIDAYS

15.01 List of Holidays

The Employer recognizes the following as paid holidays:

New Year's Day	Canada Day (July 1 st)
Family Day (3 rd Monday in February)	Civic Holiday
Good Friday	Labour Day
Easter Monday	Thanksgiving Day
Victoria Day	Christmas Day
	Boxing Day

In addition to the above eleven designated holidays, the Employer will grant one (1) floating holiday to each employee for a total of twelve (12) holidays.

The arrangement for such floating holiday shall be by mutual agreement between the Employer and the employee.

If another Provincial holiday is proclaimed during the term of this Agreement, such additional holiday shall replace the floating holiday.

In order to be entitled to receive payment for these holidays, the employee must work his scheduled working day immediately preceding and the working day succeeding the holiday unless on a leave of absence authorized by the Employer or unless absent due to illness, verified to the satisfaction of the Employer.

15.02 Holidays for Days Off

When any of the above noted holidays fall on an employee's scheduled day off, the employee shall receive another day off with pay at a time mutually agreed upon between the employee and the Employer, or by mutual agreement, a day's pay in lieu thereof.

Employees may take lieu time off during the period two months in advance or following the holiday. If an employee takes paid time off before the holiday and their employment then ends before the holiday occurs, any pay they may have received is an offset against any wages or vacation pay owed them.

15.03 Christmas or New Year's Off

The holiday schedule shall provide that every employee shall have at least Christmas or New Year's Day off.

Employees with ten **(10)** or more years of service may request both Christmas and New Years' off, and if all requests cannot be granted, the more senior employees, (within departments or classifications, as appropriate) will have their requests granted.

(This will apply to both full time and part time employees.)

ARTICLE 16 - VACATIONS

16.01 Length of Vacation

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

- | | | |
|----|---|---|
| a) | less than one (1) year | one (1) day for each month of service to a maximum of ten (10) working days |
| b) | after one (1) year of service | ten (10) working days |
| c) | after two (2) full years of service | twelve (12) working days |
| d) | after three (3) full years of service | fifteen (15) working days |
| e) | after five (5) full years of service | twenty (20) working days |
| f) | after sixteen (16) full years of service | twenty-five (25) working days |
| g) | after twenty-three (23) full years of service | thirty (30) working days |

Employees with 26 years of service or more shall receive one additional working day of vacation for each additional year of service.

16.02 Holidays During Vacations

If a paid holiday falls or is observed during an employee's vacation period, he shall be granted an additional day's vacation for each holiday, in addition to his regular vacation time.

16.03 Vacation Pay

- a) Vacation pay for each week of vacation shall be at the employee's regular rate of pay. Vacation year to be from April 1 of each year to March 31 of the following year.
- b) The Employer will calculate vacation entitlement according to past service for all full-time employees as of March 31st of each year.

On April 1st, the Employer will credit each employee with available anticipated vacation days. These may be used through the vacation year. Any unused days will be paid out on the first full pay period in April of the applicable vacation year.

Any vacation days used by an employee, but not yet earned, will be paid by the employee at the time of termination.

16.04 Vacation Pay on Termination

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

16.05 Preference in Vacations

Vacations shall be granted on the basis of seniority.

16.06 Vacation Schedules

Vacation lists shall be posted by April 15th to May 15th each year. The vacation schedule shall be posted on June 1st each year.

Vacation lists shall be posted by October 15th for Christmas vacation. The vacation schedule shall be posted on November 1st each year.

Vacation lists shall be posted by February 1st for March break vacation. The vacation schedule shall be posted on February 15th each year.

Vacation schedules shall not be changed unless mutually agreed to by the employee and the Employer except in emergencies. Vacations shall commence immediately following an employee's regularly scheduled days off.

16.07 Unbroken Vacation Period

An employee shall be entitled to receive his vacation in an unbroken period unless otherwise mutually agreed upon between the employee concerned and the Employer.

16.08 Illness During Vacation

Sick leave may be substituted for vacation where it can be established to the satisfaction of the Employer by the employee that an illness or accident occurred while on vacation. At the discretion of the Employer, the employee may be required to attend upon a physician designated by the Employer.

16.09 Vacation Time Accumulated

Vacation time cannot be accumulated without the mutual agreement of the Employer and the employee.

ARTICLE 17 - SICK LEAVE PROVISIONS

17.01 Sick Leave Defined

Sick leave means the period of time an 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

Sick leave shall be earned, by full-time employees, on the basis of one and one-half (1½) days for every month of service.

17.03 Proof of Illness

Following three (3) consecutive days of illness, an employee may be required to provide a doctor's certificate, certifying that the employee was unable to carry out his duties due to illness, however, the Employer, at its discretion, may require a medical certificate for any lesser period of absence due to illness.

If the Employer requires a sick leave certificate in accordance with the Collective Agreement and the doctor charges the employee for such certificate outside O.H.I.P., the Employer will pay for the certificate.

17.04 Sick Leave During Leave of Absence

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

17.05 Sick Leave Without Pay

Sick leave without pay up to maximum limit of twenty-four (24) months shall be granted to an employee who does not qualify for sick leave with pay or who is unable to return to work at the termination of the period for which sick leave with pay is granted.

17.06 Sick Leave Record

Any employee is to be advised, on application, of the amount of sick leave accrued to his credit.

17.07 Accumulation of Sick Leave and Payment

Accumulation of sick leave shall be unlimited.

The Employer shall provide, to each employee, once a year, the total of their sick leave accumulation.

On or before December 15th of each year, an employee shall be compensated for unused sick leave credits in accordance with Schedule "B". Any balance is then placed in the employee's sick bank.

If an employee dies, the value of the employee's sick bank, as well as a payment for unused sick credits (prorated as shown in Schedule B) shall be paid to the employee's estate.

If an employee retires (that is, terminates their employment and becomes immediately eligible for a pension from the pension plan set out in this Collective Agreement) the employee will be paid for unused sick credits earned to the date of retirement, and prorated as shown in Schedule B, but such employee is not entitled to any payment from their sick bank.

Employees hired after March 30, 2015 will not be entitled to the cash out set out in article 17.07.

17.08 Notification to Employer

An employee who is unable to report for duty on his scheduled shift shall notify the Employer of this fact two (2) hours in advance of the commencement of his scheduled shift; provided that this requirement shall be waived by the Employer where the employee was unable to give such notice due to circumstances beyond his control.

17.09 For the purpose of this Article, the word "month" shall mean a calendar month, and the words "sick leave" shall include injury and/or any other physical incapacity.

17.10 Medical Care Leave

Employees may be allowed to use accumulated sick leave credits in order to engage in personal preventative medical health and dental care.

Permission will not be unreasonably withheld provided adequate notice is given in advance.

On request, employees will be required to provide proof of attendance, for the preventative medical or dental care concerned.

ARTICLE 18 - LEAVE OF ABSENCE

18.01 For Union Business

Representatives of the Union shall not suffer any loss of pay when required to leave their employment temporarily in order to carry on discussions or negotiations with the Employer, or with respect to a grievance or an interest or rights arbitration hearing provided that employees shall be required to obtain the permission of the Employer before leaving their employment.

18.02 Union Conventions

Leave of absence without pay and without loss of seniority shall be granted, upon request to the Employer, to employees elected or appointed to represent the Union at conventions or seminars, provided that in no circumstances in any one year shall the total of such leaves of absence taken by all employees exceed a maximum total of one hundred (100) days.

18.03 Bereavement Leave

An employee who notifies the Employer as soon as possible following a bereavement shall be granted a minimum of five (5) regularly scheduled consecutive days' leave without loss of salary or wages in the case of the death of a spouse or a child, common-law spouse, same sex partner, parent, brother and sister.

All employees shall be granted a minimum of three (3) regularly scheduled days leave without loss of salary or wages in the case of the death of a mother-in-law, father-in-law, brother-in-law and sister-in-law, grandparent, former guardian or any second degree relative who has been residing in the same household.

Where the burial occurs at a locale in excess of 350 miles, such leave shall include, as well, reasonable travelling time, the latter not to exceed two (2) days with pay. Additional days without pay may be granted at the Employer's discretion. The employee shall be paid for scheduled hours during the leave, which he otherwise would have worked. The employee will be allowed to save one day to attend the memorial service.

18.04 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, with the consent of the Employer, shorten the duration of the leave of absence requested under this Article upon giving the Employer four (4) weeks notice of her intention to do so, 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 18.04 (h) Parental Leave.

- b) An employee who is on pregnancy leave as provided under this Agreement, who has completed ten (10) months of continuous service 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, 1996, 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 twenty (20) 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 18.04 (a) (i) and who is otherwise entitled to pregnancy leave, shall be entitled to and shall be granted leave of absence in accordance with 18.04 (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. 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 18.04 (d).

- f) Such absence is not an illness under the interpretation of this agreement, and sick leave benefits cannot be used.
- g) Credits for service for the purpose of salary increments, vacations, or any other benefit included and prescribed under the Employment Standards Act shall continue and seniority shall accumulate during the leave.
- h) Upon expiry of seventeen (17) weeks pregnancy leave, an employee may immediately commence parental leave, as provided under the Parental Leave provisions of this agreement. The employee shall give the Employer at least four (4) weeks' notice, in writing that she intends to take parental leave.
- 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 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 18.04 (a), (d), (e), (f), (g) and (h) shall also apply.

18.05 Family Leave

Leave with pay shall be granted up to a maximum of five (5) days off with pay per calendar year and without loss of seniority for serious illness in the immediate family (as defined in Article 18.03) or other serious family emergencies as approved by the Employer. Such time off taken shall be deducted from the employee's sick leave, and in the event not enough leave credit is accrued to the benefit of such employee, such time off shall be without pay. The Employer may require verification by a medical practitioner.

18.06 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 his normal earnings and the payment he 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 his employment shall be considered as time worked and shall be paid at the appropriate rate of pay.

18.07 Education Leave

Leave of absence with pay and without loss of seniority shall be granted to allow employees time to write examinations for any course(s) of instruction required by the Employer for an employee to better qualify himself to perform his job.

18.08 General Leave

The Employer may grant leave of absence without pay and without loss of seniority to any employee requesting such leave of absence for valid personal reasons such request to be in writing and approved by the

Employer. In order to assure the efficient operation of the Home, such leave of absence shall not be granted during the months of July and August or at Christmas time. Employees on approved leave of absence should not engage in any gainful employment without permission of the Employer. Such leave is not to be unreasonably denied.

ARTICLE 19 - PAYMENT OF WAGES AND ALLOWANCES

19.01 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 his wages, overtime and other supplementary pay and deductions. The employee's hourly rate is to be placed on the cheque stub.

If, by the Employer's error, an employee is under paid, the following applies.

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

Errors for lesser amounts, or errors, which arise because of the employee's actions, will normally be corrected on the next pay.

19.02 Equal Pay for Equal Work

The principle of equal pay for equal work shall apply, regardless of sex.

19.03 Pay During Temporary Transfers

- a) When an employee temporarily relieves in or performs the principal duties of a higher paying position for a full shift or more, he shall receive the rate for the job. When an employee is temporarily assigned to a lower paying position than his own, his rate shall not be reduced.
- b) When an employee is assigned to relieve in a position outside the bargaining unit, she shall receive a responsibility allowance of twenty-five cents (\$0.25) per hour worked.

19.04 Vacation Pay

Employees, upon giving at least fourteen (14) days' notice shall receive on the last office day preceding commencement of their annual vacation, any cheques which may fall due during the period of their vacation.

19.05 Registered Practical Nurse - Recognition of Service

Where a prospective hire as a registered practical nurse has appropriate previous experience, the Employer, may, at its discretion, provide such new hire recognition for such previous experience for the purposes of wage grid progression. This recognition does not provide either service or seniority.

The Employer undertakes to review and recognize the appropriate previous experience of all registered practical nurses who are currently employed.

19.06 R.P.N. Responsibility Allowance

Where an RN is absent from her normal shift, and the Employer temporarily assigns an RPN to carry out some additional responsibilities of the absent RN for a period in excess of ½ shift, the employee shall receive an allowance of seven dollars and fifty cents (\$7.50) for each shift.

Where there is neither an RN nor a Supervisory employee (or above) who is a Registered Nurse in the building and there is an RPN in the building, the above-noted allowance will apply to an RPN who is designated to be in charge of the building.

ARTICLE 20 - WELFARE BENEFITS

20.01 Extended Health Plan

The Employer shall contribute 100% of the premium cost of the Blue Cross Extended Health Care Plan or its equivalent for employees electing coverage who have completed their probationary period. In addition to the standard benefits, coverage will include vision care (maximum \$225 every 24 months) Effective April 27, 2023, coverage for vision will be \$275 per calendar year, as well as paramedical (licensed speech therapist, massage therapist, clinical psychologist, chiropractor, osteopath, chiropodist/podiatrist, or naturopath) coverage (maximum \$300 per practitioner in a calendar year and \$50 for X-rays per practitioner

in a calendar year). Effective December 20th, 2019, coverage for physiotherapy will be \$400 per calendar year. Effective April 27, 2023 coverage for clinical psychologist will be four hundred (\$400) per calendar year.

20.02 Dental Plan

The Employer agrees to pay 50% of the billed premiums for Blue Cross Dental Plan 9 or its equivalent at current ODA rates, as adjusted from time to time, for employees electing coverage. It is understood that the balance of the premium costs for the Blue Cross Dental Plan 9 or its equivalent will be paid by the employee through payroll deductions.

20.03 Life Insurance

The Employer shall provide all employees who have completed their probationary period with a life insurance policy at the Employer's cost providing coverage equal to two (2) times an employee's earnings for the most recently completed calendar year, rounded to the nearest \$500. The carrier shall be selected by the Employer, which may substitute carriers provided the benefits are essentially the same.

20.04 Pension Plan

- a) Effective January 1, 1993, the Home agrees to contribute on behalf of all eligible full-time and part-time employees in the bargaining unit to the "Nursing Homes and Related Industries Pension Plan".
- b) Eligible full-time employees have completed six (6) months of continuous employment with the Home. Eligible part-time employees have completed 975 hours of continuous employment with the Home.
- c) Each participating employee will contribute four percent (4%) of earnings which will include pay for regular hours, overtime hours, paid holidays, bereavement leave, vacation, union business, and sick leave. The Employer will match the employee's four percent (4%) of earnings.
- d) The Home agrees to supply documents, forms, reports or information, which may reasonably be required by the Trustees of the Plan.
- e) The Home shall forward all contributions supported by a report in a format to be designated by the Trustees of the Plan each month. Contributions shall be remitted within twenty-one (21) days following the Home's monthly accounting period.

- f) It is understood and agreed that the Employer's obligation is solely limited to making contributions and deductions in accordance with this Collective Agreement and forwarding these to the Plan.
- g) It is understood and agreed that under current pension legislation and/or regulations the Employer has no obligation 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. It is further agreed that this obligation, so limited, is and shall be specifically included as a term of the Plan.
- h) It is understood and agreed 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 Employer would have if the Plan were a defined contribution plan.
- i) Upon request, the Home's auditor will provide to the Union a letter of assurance that the provisions of this Agreement are being followed.

ARTICLE 21 - TECHNOLOGICAL AND OTHER CHANGES

- 21.01** The Employer will notify the Union at least thirty (30) days in advance of any technological or other change, which the Employer plans to introduce which will significantly change the status of the employees within the bargaining unit. The Employer agrees to discuss with the Union the impact of the technological or other change on the Care Community, its employees and the residents.

ARTICLE 22 - GENERAL CONDITIONS

22.01 Proper Conditions

- a) Neat, clean, attractive and appropriately furnished accommodations as pursuant to the Occupational Health and Safety Act, as amended from time to time, shall be provided for employees to have their meals and change their clothes.
- b) Appropriate lockers or storage space shall be provided for employees to leave their clothing or belongings in during working hours.

22.02 Bulletin Boards

The Employer shall provide the existing Bulletin Board in the present staff lounge for the access of all employees and upon which the Union shall have the right to post notices of meetings, and such other notices as may be of interest to the employees, provided such notices, with copies to the Executive Director, are approved by the Union Executive Committee prior to posting.

22.03 Education Leave

Where employees are required by the Employer to take courses to upgrade or acquire new employment qualifications, the Employer shall pay the full cost associated with the courses.

The Executive Director may grant a request for unpaid leave of absence to upgrade employment qualifications, provided that he/she receives at least one (1) month's notice in writing and provided that such leave may be arranged without undue inconvenience to the normal operations of the Home. Applicant when applying must indicate the date of departure and specific date of return.

22.04 Copies of Agreement

The Union and the Employer desire every employee to be familiar with the provisions of the Agreement and his rights and duties under it. The Union therefore agrees to arrange for the printing of this Agreement in both English and French with sufficient copies for distribution. The cost of translation shall be borne by the Union, and the cost of printing shall be borne equally by the parties. Both parties agree that the English version is the official document when dealing with the interpretation, application and administration of the Collective Agreement.

22.05 Plural or Feminine Terms May Apply

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 of the party or parties hereto so requires.

22.06 No Elimination of Present Classification

Existing classification shall not be eliminated or changed without prior discussion with the Union.

22.07 Orientation Time

Newly hired employees will receive three (3) shifts of orientation. During orientation, the employee will be working as an "extra" to the regular staffing patterns. Newly hired employees, other than those hired as Registered Practical Nurse, will be paid at the Ontario minimum wage for all hours worked during orientation. If the employee successfully completes their probation, the employee will then be paid the difference between the minimum wage and the start rate for their position, for the hours worked during orientation. Registered Practical Nurses will be paid at the start rate for all hours worked during orientation.

22.08 Retroactivity

Increases to the salary schedule shall be retroactive to April 1st, 2019. Where employees have either left the employ of the Employer after April 1st, 2019 and/or entered into the employ of the Employer after April 1st, 2019, they shall be entitled to the pro-rated amount of such payments. The Employer will endeavour to provide all retroactivity within 45 days but if the retro is not paid within 60 days, then thereafter interest will be paid.

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 calendar days from the date notice is sent to claim retroactive payments. The Union shall receive a copy of all notices sent to former employees.

22.09 Restrictions on Contracting-Out

The Employer will not contract out any work of the bargaining unit to the extent that such contracting out results in the lay-off or reduces the regular hours of work of any regularly scheduled employee in the bargaining unit.

ARTICLE 23 - TERM OF AGREEMENT

23.01 Effective Dates


This Agreement shall be binding and remain in effect from April 1st, 2019 to March 31st, 2024 and shall continue from year to year thereafter unless either party gives to the other party in writing at least two (2) months prior to the termination in any year notice that it desires its termination or amendment.

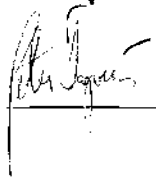
Signatures and Statement

The receiver's liability shall be limited in the aggregate of the Net Realized Value of the assets. The Net Realized Value shall be as defined by the Court.

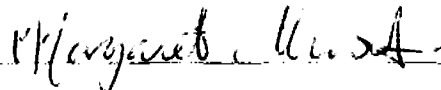
Signed in Ottawa, this 10 day of May 2023.

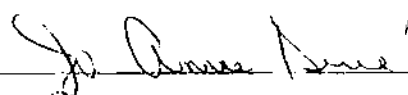
**ON BEHALF OF THE EMPLOYER
MADONNA CARE COMMUNITY**

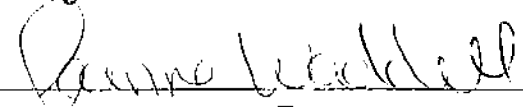


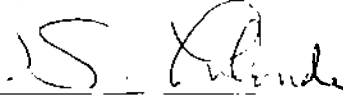


**ON BEHALF OF THE CANADIAN
UNION OF PUBLIC EMPLOYEES,
AND ITS LOCAL 2199**









SCHEDULE "A"

WAGE GRID								
		Expired Rates	01-Apr-19	01-Apr-20	01-Apr-21	01-Apr-22	Ratification	01-Apr-23
		31-Mar-19	1.50%	1.50%	1.50%	1.50%		3.00%
Housekeeping, Laundry, Dietary	Step 1	\$20.44	\$20.75	\$21.06	\$21.38	\$21.70		\$22.35
	Step 2	\$20.71	\$21.02	\$21.34	\$21.66	\$21.98		\$22.64
	Step 3	\$21.12	\$21.44	\$21.76	\$22.09	\$22.42		\$23.09
	Step 4	\$21.51	\$21.83	\$22.16	\$22.49	\$22.83		\$23.51
Cook	Step 1	\$21.93	\$22.26	\$22.59	\$22.93	\$23.27		\$23.97
	Step 2	\$22.32	\$22.65	\$22.99	\$23.33	\$23.68		\$24.39
	Step 3	\$22.80	\$23.14	\$23.49	\$23.84	\$24.20		\$24.93
	Step 4	\$23.74	\$24.10	\$24.46	\$24.83	\$25.20		\$25.96
PSW	Step 1	\$21.12	\$21.44	\$21.76	\$22.09	\$22.42	\$25.42	\$26.09
	Step 2	\$21.35	\$21.67	\$22.00	\$22.33	\$22.66	\$25.66	\$26.34
	Step 3	\$21.88	\$22.21	\$22.54	\$22.88	\$23.22	\$26.22	\$26.92
	Step 4	\$22.11	\$22.44	\$22.78	\$23.12	\$23.47	\$26.47	\$27.17
Nurse Aide, Recreation	Step 1	\$21.12	\$21.44	\$21.76	\$22.09	\$22.42		\$23.09
	Step 2	\$21.35	\$21.67	\$22.00	\$22.33	\$22.66		\$23.34
	Step 3	\$21.88	\$22.21	\$22.54	\$22.88	\$23.22		\$23.92
	Step 4	\$22.11	\$22.44	\$22.78	\$23.12	\$23.47		\$24.17
RPN	Step 1	\$25.37	\$25.75	\$26.14	\$26.53	\$26.93	\$27.43	\$28.25
	Step 2	\$25.69	\$26.08	\$26.47	\$26.87	\$27.27	\$27.77	\$28.60
	Step 3	\$26.13	\$26.52	\$26.92	\$27.32	\$27.73	\$28.23	\$29.08
	Step 4	\$26.60	\$27.00	\$27.41	\$27.82	\$28.24	\$28.74	\$29.60
Maintenance, Activity Aide	Step 1	\$20.65	\$20.96	\$21.27	\$21.59	\$21.91		\$22.57
	Step 2	\$20.82	\$21.13	\$21.45	\$21.77	\$22.10		\$22.76
	Step 3	\$21.28	\$21.60	\$21.92	\$22.25	\$22.58		\$23.26
	Step 4	\$21.64	\$21.96	\$22.29	\$22.62	\$22.96		\$23.65
CSA	Step 1	\$16.50	\$16.75	\$17.00	\$17.26	\$17.52		\$18.05
	Step 2	\$16.93	\$17.18	\$17.44	\$17.70	\$17.97		\$18.51
	Step 3	\$17.35	\$17.61	\$17.87	\$18.14	\$18.41		\$18.96
	Step 4	\$17.89	\$18.16	\$18.43	\$18.71	\$18.99		\$19.56
	Step 5	\$18.64	\$18.92	\$19.20	\$19.49	\$19.78		\$20.37

Note: There is a uniform allowance of 7 cents per hour. It is to be paid as an allowance separate from wages and not subject to wage premium calculations.

SCHEDULE "B"

Sick Leave Cash-Out Formula

Unused Credits as of November 30 th	Payment on or before December 15 th	Credits to employees Sick Leave Bank
18	9	9
17	8.5	8.5
16	8	8
15	7.5	7.5
14	7	7
13	6.5	6.5
12	6	6
11	5.5	5.5
10	5	5
9	4.5	4.5
8	4	4
7	3.5	3.5
6	3	3
5	2.5	2.5
4	2	2
3	1.5	1.5
2	1	1
1	0.5	0.5
0	0	0

Note: The maximum payment in any one year shall not exceed nine (9) days. Refer to Article 17.07.

LETTER OF AGREEMENT Re: Workload Distribution

between

Madonna Care Community

and

Canadian Union of Public Employees, Local 2199

Either party may raise a concern regarding workload distribution. Such concerns are to be raised in accordance with the procedure set out in this letter.

Workload distribution, as used in this letter, relates to the work assigned to an individual employee, or to a group of employees, or the distribution of work among the employees, and the question of whether such assignment or distribution is best able to deliver appropriate care to residents of the Home.

Concerns will be raised in writing, and to the degree possible, will be detailed and specific as to the circumstances. As well, the concerns should offer proposed alternatives, where such alternatives would assist in addressing the concerns.

The party raising the concern will provide it to the other party. Within 7 days of the receipt of the concern, or such longer period of time as the parties may agree, the parties will hold a Labour Management meeting to discuss the concern.

The party receiving the concern will respond, in writing, within 14 days following the date of the Labour Management meeting.


The written concern and the written reply will be part of the minutes of the Labour Management meeting at which the issue was discussed.

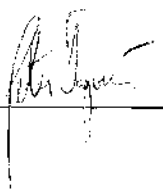
It is understood concerns must be addressed within the constraints, and with the resources, with which the home operates, and in a manner consistent with the Collective Agreement:

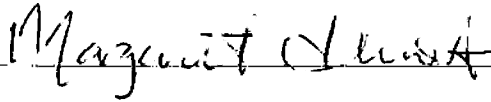
Signed in Ottawa, this 10 day of MAY 2023.

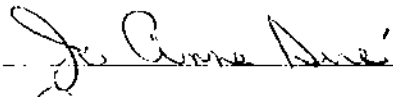
**ON BEHALF OF THE EMPLOYER
MADONNA CARE COMMUNITY**

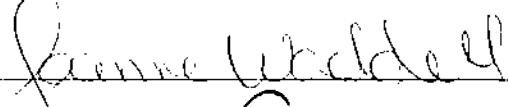
**ON BEHALF OF THE CANADIAN
UNION OF PUBLIC EMPLOYEES,
AND ITS LOCAL 2199**













AMENDED PAY EQUITY PLAN
("Amended Plan")

between

Madonna Care Community
(the "Employer")

and

Canadian Union of Public Employees and its Local 2199
(the "Union")

This amended plan 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 3% payment in 1995, which exceeded the Employer's minimum obligation by 2%, carries forward and captures the obligations up to and including the expiry dates of the prior collective agreements.

The adjustments in this Agreement resolve all current outstanding issues of pay equity and the future obligations under the Proxy Pay Equity Plan.

The Pay Equity adjustments will be as follows:

April 1, 2001 - 7 cents per hour
April 1, 2002 - 8 cents per hour
April 1, 2003 - 15 cents per hour
Nov. 1, 2003 - 10 cents per hour

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:

April 1, 2004 - 10 cents per hour
April 1, 2005 - 10 cents per hour
April 1, 2006 - 10 cents 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 attached provision.

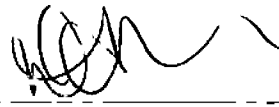
The parties agree that there was no requirement for a pay equity adjustment at times other than those as identified in the Memorandum of Settlement.

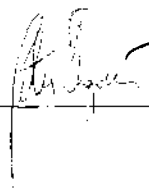
The parties agree that this agreement satisfies any and all requirements of the Pay Equity Act.

The Union agrees that it will not support any pay equity claim with respect to the existing 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 other legal entity.

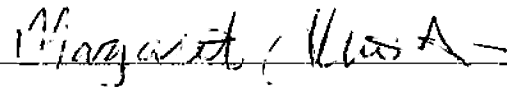
Signed in Ottawa, this 10 day of MAY 2023.

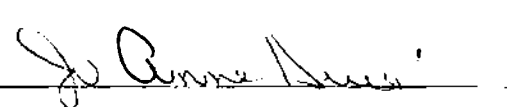
**ON BEHALF OF THE EMPLOYER
MADONNA CARE COMMUNITY**

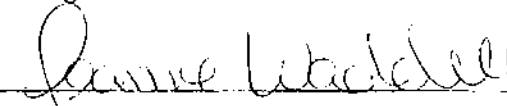





**ON BEHALF OF THE CANADIAN
UNION OF PUBLIC EMPLOYEES,
AND ITS LOCAL 2199**









ADDENDUM - PART-TIME BARGAINING UNIT

Part-time employees and students excluded from the full-time bargaining unit shall be covered by this Addendum. The terms and conditions of the full-time unit Collective Agreement attached to this Addendum will apply to the part-time unit, save and except as modified by this Addendum in the following manner:

ARTICLE 1 - RECOGNITION

- 1.01** The Employer recognizes the Canadian Union of Public Employees and its Local 2199 as the sole and exclusive bargaining agency for all employees of the Madonna Care Community at Orleans, Ontario regularly employed for twenty-four (24) hours per week or less, casual employees and all students employed during the summer vacation period.

ARTICLE 2 - SENIORITY LISTS

- 2.01** The Employer shall maintain a separate seniority list for part-time employees showing the 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 on April 1st and October 1st of each year. An employee's name shall not be placed on the seniority list until he has completed his probationary period as outlined in Article 3 below.

Seniority, as set out on the posted seniority list, will be used for all of the purposes set out in the Collective Agreement save and except for promotions and layoffs. For promotions and layoffs, the seniority list will be updated to the end of the pay period prior to the pay period during which the job was posted, or the notice of layoff was given.

- 2.02** All seniority and vacation credits shall be retained and transferred with the employee when reclassified from part-time to full-time employment. A year's seniority shall be calculated on the basis of 1725 hours worked. Seniority for part-time employees shall operate on a bargaining-unit-wide basis.

ARTICLE 3 - PROBATIONARY PERIOD

- 3.01** Newly hired employees shall be considered on a probationary basis for a period of 337.5 hours worked from the date of hiring. During the probationary period, employees shall be entitled to all rights and provisions of this Agreement unless otherwise specified except with

respect to discharge. The employment of such employees may be terminated at any time during the probationary period without recourse to the Grievance Procedure. After completion of the probationary period, seniority shall be effective from the original date of employment.

ARTICLE 4 - PAID VACATIONS

4.01 Part-time employees shall receive the following vacation pay:

- a) for those employees with less than 1,725 hours worked
- 4% of all pay earned in any calendar year;
- b) for those employees with 1,725 or more hours worked
- 6% of all pay earned in any calendar year;
- c) for those employees with 8,625 or more hours worked
- 8% of all pay earned in any calendar year;
- d) for those employees with 27,600 or more hours worked
- 10% of all pay earned in any calendar year.
- e) for those employees with 39,675 or more hours worked
- 12% of all pay earned in any calendar year.
- f) for each additional 1725 hours worked, the employee shall receive an additional 0.4% of vacation pay.

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

All vacation pay shall be paid to part-time employees on or before March 31st of each year.

ARTICLE 5 - PAID HOLIDAYS

5.01 The Employer recognizes the following as paid holidays to part-time employees:

New Year's Day	Canada Day (July 1 st)
Family Day	Civic Holiday
(3 rd Monday in February)	Labour Day

Good Friday
Easter Monday
Victoria Day

Thanksgiving Day
Christmas Day
Boxing Day

- 5.02** An employee shall qualify for holiday pay if he/she has earned wages on at least twelve (12) days during the four (4) weeks immediately preceding a paid holiday.

ARTICLE 6 - PAYMENT IN LIEU OF FRINGE BENEFITS

- 6.01** An allowance of 10% of wages shall be paid to part-time employees in lieu of the following fringe benefits:

- paid sick leave
- paid bereavement leave
- paid jury or court witness duty
- hospital and medical insurance
- dental plan
- group life insurance

Part-time employees will be entitled to other benefits such as vacations, holidays, etc.

ARTICLE 7 - GENERAL

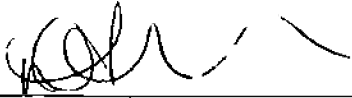
- 7.01** Part-time employees shall receive rest periods as set out in Article 13 of the full-time Agreement and overtime as set out in Article 14.01, 14.02 (a), (b), minimum call back as set out in Article 14.05 and shift premium as set out in article 14.08.
- 7.02** No more than one (1) part-time employee in total shall be selected either for the bargaining committee or as stewards.

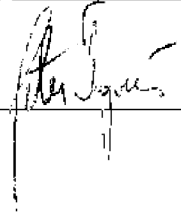
ARTICLE 8 - WORK OF THE BARGAINING UNIT

- 8.01** Persons whose jobs are not in the bargaining unit shall not work on any jobs, which are included in the bargaining unit except for the purposes of instructions, experimentation or in emergencies when regular employees are not readily available.

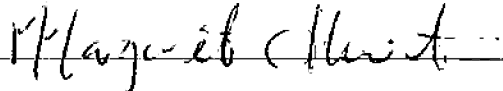
Signed in Ottawa, this 10 day of May 2023.

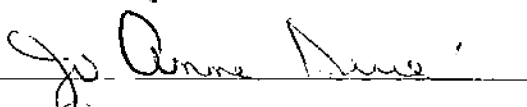
**ON BEHALF OF THE EMPLOYER
MADONNA CARE COMMUNITY**

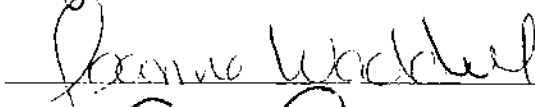





**ON BEHALF OF THE CANADIAN
UNION OF PUBLIC EMPLOYEES,
AND ITS LOCAL 2199**









LETTER OF AGREEMENT Re: Article 3.04

between

Madonna Care Community

and

Canadian Union of Public Employees, Local 2199

The parties have amended the definition of a part-time employee. This letter addresses the implications of that change for employees.

Any part-time employee who, as of May 18, 1999, is working more than 60 hours, continues to do so, and continues to be a part-time employee.

Any part-time employee who, as of May 18, 1999, is working 60 hours or less is subject to the new definition.


Any person hired after May 18, 1999 is subject to the new definition.

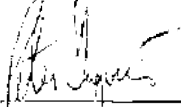
Any part-time employee who, as of May 18, 1999, is working more than 60 hours, but who then bids for another permanent position, and is successful, is then and thereafter subject to the 60 hours maximum.

The practice of allowing a part-time employee to hold two postings will cease, but anyone who currently holds such positions can continue to do so until they bid for another permanent position, and are successful. Then and thereafter, they are subject to this posting rule.

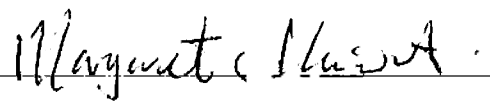
Signed in Ottawa, this 10 day of May 2023.

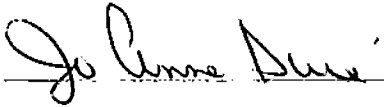
**ON BEHALF OF THE EMPLOYER
MADONNA CARE COMMUNITY**







**ON BEHALF OF THE CANADIAN
UNION OF PUBLIC EMPLOYEES,
AND ITS LOCAL 2199**









LETTER OF AGREEMENT Re: Weekends Off

between

Madonna Care Community

and

Canadian Union of Public Employees, Local 2199


The parties have reviewed the possibility of full time employees being scheduled such that they would receive two (2) weekends off in three (3).

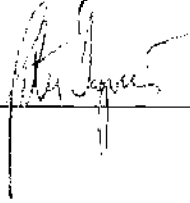
These discussions may continue during the term of this Collective Agreement.

It is recognized a new schedule may reduce the hours and/or shifts available to full time employees, and might reduce the number of full time employees. If there is an agreement to do so, that agreement would supersede Article 12.02 of the Collective Agreement.

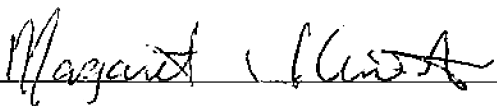
Signed in Ottawa, this 10 day of May 2023.

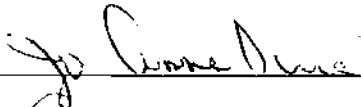
**ON BEHALF OF THE EMPLOYER
MADONNACARE COMMUNITY**

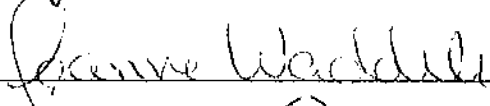


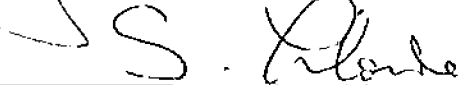


**ON BEHALF OF THE CANADIAN
UNION OF PUBLIC EMPLOYEES,
AND ITS LOCAL 2199**









LETTER OF AGREEMENT Re: Parking

between

Madonna Care Community

and

Canadian Union of Public Employees, Local 2199

The Employer agrees that for the duration of this collective agreement, the Employer will not charge the employees for parking on or at the Employer's premises.

Signed in Ottawa, this 16 day of MAY 2023.

**ON BEHALF OF THE EMPLOYER
MADONNA CARE COMMUNITY**



**ON BEHALF OF THE CANADIAN
UNION OF PUBLIC EMPLOYEES,
AND ITS LOCAL 2199**

