

COLLECTIVE AGREEMENT

Between

**COMMUNITY LIFECARE INC.
(Parisien Manor Nursing Home)
(hereinafter called “the Employer”)**

And

**CANADIAN UNION OF PUBLIC EMPLOYEES
LOCAL 3389
(hereinafter called “the Union”)**

**In effect: January 1, 2021
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ARTICLE 1 - PURPOSE OF AGREEMENT

- 1.01** The parties to this Agreement desire to foster and maintain a relationship among the Employer, the Union, and the employees which is in every respect harmonious and conducive to their mutual well-being. The parties hereby pledge to fairly administer this Agreement as one means by which this purpose can be achieved.

ARTICLE 2 - SCOPE AND RECOGNITION

- 2.01** The Employer recognizes the Canadian Union of Public Employees as the sole and exclusive bargaining agent for all employees of Community Lifecare Inc., c.o.b. as Parisien Manor Nursing Home in the City of Cornwall, save and except supervisors, persons above the rank of supervisor, registered and graduate nurses, the secretary, the bookkeeper or equivalent to the Administrator and the Activity Director.
- 2.02** The Employer undertakes that he will not enter into any other agreement or contract with those employees for which the Union has bargaining rights either individually or collectively which will conflict with any of the provisions of this Agreement.
- 2.03** The Employer shall not contract out any work usually performed by members of the bargaining unit if, as a result of such contracting out, a layoff of any employee(s) results from such contracting out. Contracting out to an Employer who is organized and who will employ the employees of the bargaining unit, who would otherwise be laid off, with similar terms and conditions of employment, is not a breach of this agreement.
- 2.04 a)** Persons whose jobs are excluded from the bargaining unit shall not perform duties normally performed by employees in the bargaining unit which shall directly cause or result in the lay-off or reduction in hours of work of an employee in the bargaining unit. It is understood that the purposes for which such persons not in the bargaining unit may perform duties normally assigned to employees in the bargaining unit include instruction, experimentation, emergencies.
- b)** This clause is not intended to prevent residents, family members, volunteers, students or community service placement programs from performing minimal supplemental tasks related to assisting with the care or activation of residents.
- c)** The Employer shall keep the Union informed of the number and tasks of volunteers.

ARTICLE 3 - DEFINITIONS

3.01 Any and all reference to the word Union throughout this Agreement shall be taken to mean the local union of the Canadian Union of Public Employees, being Local 3389.

3.02 "Employees" as used in this Agreement shall mean those persons described in the bargaining unit set forth in Clause 2.01.

a) Full-time Employee

An employee who is employed for twenty-four (24) hours or more per week on a continuing basis, shall be deemed to be a full-time employee.

b) Part-time Employee

An employee who is normally employed for less than twenty-four (24) hours per week shall be deemed to be a part-time employee.

An employee who works on a call-in basis and who has no regularly scheduled shifts shall be deemed to be a part-time casual employee.

c) Temporary Employee

An employee who is hired for a specific project for a pre-determined estimated period of employment not to exceed six (6) months shall be considered to be a temporary employee with entitlement to the applicable provisions of this Agreement in the same manner as a full-time or part-time employee. The Employer will notify the Union of all temporary employees.

The period of employment of such persons will not exceed the absentee's leave. The release or discharge of such persons shall not be the subject of a grievance or arbitration.

This clause would not preclude such employees from using the job posting provision under the collective agreement and any successful applicant who has completed his probation period will be accredited with the appropriate seniority.

At the end of the six (6) month period the job shall be re-posted unless due to circumstances agreed to by the Union and the Employer.

- d) An employee hired on an initiative program will get no seniority or will not be able to apply for any posting for the first three (3) months. After three (3) months, and if still on the initiative program, will start to gain seniority and will be able to apply to job postings if no other employees have applied.
- 3.03** a) "EMPLOYER" as used in this Agreement shall mean the Owner/Manager of Parisien Manor - as represented by the Administrator or her designate or by another company official designated by the owner.
- b) "HOME" when used in this Agreement shall refer to Parisien Manor Nursing Home - Cornwall.
- 3.04** Where the feminine or singular is used in this Agreement it shall mean and include the masculine or plural where the context so requires and vice versa.
- 3.05** It is understood that wherever the term "spouse" is used in this collective agreement, including Article 21.01, it shall include "same sex partner".

ARTICLE 4 - MANAGEMENT RIGHTS

- 4.01** The Union acknowledges that all management rights and prerogatives are vested exclusively with the Employer, subject only to the specific provisions of this Collective Agreement and without limiting the generality of the foregoing, it is the right and function of the Employer;
- a) to develop and establish standards, policies and procedures for the care, welfare, safety and comfort of the residents and the efficient operation and management of the Home;
- b) to maintain order, discipline, and efficiency, and in connection therewith, to establish and enforce reasonable rules and regulations. Such rules, etc. will be posted on the employees' bulletin board. The Management reserves the right to amend or abolish such rules, regulations, policies, and procedures, or introduce new rules, etc. from time to time, copies of which are to be posted on the bulletin board. It is agreed that prior to changes being made under this clause the Employer shall notify the Union of such change and further agrees to consider any representation made by the Union with respect to such change.

- c) to hire, transfer, lay-off, recall, retire (per Bill 211 – Ending Mandatory Retirement Statute Law Amendment Act, 2005), promote, demote, classify, assign duties, discharge, suspend or otherwise discipline employees for just cause, provided that a claim of discriminatory transfer, promotion, demotion, or classification, or a claim that an employee has been discharged or disciplined without just cause may be subject of a grievance and dealt with as hereinafter provided.
- d) to plan, direct and control the work of the employees and the operations of the Home. This includes the right to introduce new and improved methods, facilities, equipment; to determine the type and amount of orientation and supervision necessary, the re-allocation of functions or revision of routines, the schedules of work assignments and the increase or reduction of personnel in any particular area or on the whole.

ARTICLE 5 - UNION MEMBERSHIP AND DUES CHECKOFF

5.01 Any employee covered by this Agreement, who was in the employ of the Employer prior to the Canadian Union of Public Employees being certified as the Collective Bargaining Agent for the Employees referred to in Article 2.01 hereof, may become a member of the Union if she wishes to do so.

a) **New Employees**

All new employees, who are eligible for membership shall, within the probationary period, become and remain members in good standing of the Union as a condition of continued employment.

- b) The Union and the Employer agree that there will be no discrimination, interference, coercion exercised or practised upon any employee because of membership or non membership in the Union.

5.02

a) **Check-off Payments**

The Employer will deduct from the regular earnings of each employee (exclusive of overtime and shift premium) such regular monthly union dues as may be established by the Union.

b) **Deductions**

Deductions shall be made from each pay and shall be forwarded to the Secretary-Treasurer of the National Union and the Secretary-Treasurer of the Local Union not later than the next pay date, accompanied by a list of names of the employees from whose wages the deductions have been made, together with any notified change of address for any such employees, as well as the total earnings for the period. In the case of part-time employees, the list shall also include the number of hours worked.

- c) The Union agrees to indemnify and save harmless the Employer against any claims or liabilities arising or resulting from the operation of this Article. The Union shall advise the Employer in writing of the amount of the Union dues and of any changes thereto at least one (1) month in advance of the pay period in which deductions are to be made.

5.03 Deductions with respect to new employees shall become effective upon the first regular deduction date following the date of employment.

5.04 It is mutually agreed that arrangements will be made for a union representative to meet each new employee during the probationary period for the purpose of informing such employee of the existence of the union in the Home and acquainting them with the terms of the Collective Agreement. The Employer shall advise the Union monthly as to the names of the probationary employees and the time and place on the premises of the Employer designated for each such meeting, the duration of which shall not exceed ten (10) minutes.

5.05 **Dues Receipts**

At the same time that the Income Tax (T-4) slips are made available, the Employer shall type on the amount of union dues paid by each union member in the respective year. Employees shall be made aware when Income Tax slips are available or revised by the Employer. In the case of part-time/casual employees, T-4's shall be mailed to the last known address.

ARTICLE 6 - NO DISCRIMINATION

6.01 (a) The Union and the Employer agree to abide by the Human Rights Code for the province.

(b) Sexual and Racial Harassment:

The Union and the Employer recognize that sexual and racial harassment are unlawful employment practices and are in violation of the *Ontario Human Rights Code*. The Code defines and sexual harassment as follows:

A course of vexatious comment or conduct or a sexual advance or solicitation that is known or ought reasonably to be known to be unwelcome, perpetrated by a person's employer, someone acting for the Employer or a co-worker.

Complaints of alleged harassment involving a member of the bargaining unit will be handled with all possible confidentiality by the Union and the Administrator or their designates.

6.02 **Personal Harassment**

Harassment means engaging in a course of vexatious comments or conduct that is known or ought reasonably to be known to be unwelcome.

Harassment can be either psychological or physical or it can be a combination of both. It is any behaviour, whether deliberate or negligent which denies individuals their dignity and respect, is offensive, embarrassing or humiliating to the individual, and adversely affects the working environment.

Where the alleged harasser is the person who would normally deal with any of the steps of the grievance, the grievance shall automatically be sent forward to the next step of the grievance procedure.

ARTICLE 7 - LABOUR MANAGEMENT RELATIONS

7.01 a) No employee or group of employees shall undertake to represent the Union at the meetings with the Employer without the proper authorization of the Union. In representing an employee or group of employees, an elected or appointed representative of the Union shall be the spokesperson. In order that this may be carried out, the Union will supply the Employer with the names of its Officers and Committee Members. Likewise, the Employer shall supply the Union with a list of its supervisory personnel with whom the union may be required to transact business.

b) Stewards

The Union shall have the right to elect or appoint four (4) Stewards, who must be employees of the Employer during their term of office and one of whom shall be designated as a Chief Steward. No more than one (1) Steward shall be elected or appointed from within any one (1) department, unless such additional Steward is on a different shift or is the Chief Steward.

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

c) The Union agrees that stewards and committee members elected or appointed by the Union shall be regular employees of the Employer who have completed their probationary period with the Employer.

d) An employee shall not leave his regular duties in connection with the servicing and including investigation of a grievance hereunder, until he has first secured permission from his immediate supervisor. Such permission shall not be unreasonably withheld. The Employee shall state his destination to his immediate supervisor and shall report again to the immediate supervisor at the time of his return to work.

7.02 Union Bargaining Committee

A Union Bargaining Committee shall be appointed to consist of not more than three (3) members of the Union. The Union shall, in writing, provide the Employer with the names of the individuals who constitute the committee, prior to the commencement of negotiating any changes to the Collective

Agreement. It is understood that the Union will endeavour to promote through education of Bargaining Unit members the advantages of having representatives from all classifications in the Bargaining Committee.

7.03 Function of the Bargaining Committee

All matters pertaining to negotiation of changes to this Collective Agreement shall be referred by the Union Bargaining Committee to the Employer, for discussion and settlement, in accordance with the provisions of this Agreement.

7.04 Union Representative

The Union shall have the right, at any time, to have the assistance of a representative of the Canadian Union of Public Employees when dealing or negotiating with the Employer. Such representative shall, on advance notice to the Administrator or designate of the Employer, have access to the Employer's premises at any reasonable time in order to investigate and assist in the settlement of a grievance, subject to Article 7.01 (d).

7.05 Meeting of the Committee

In the event either party wishes to call a bargaining meeting, the meeting shall be held at a time and place fixed by mutual agreement.

7.06 Time Off for Meeting

It is agreed that three (3) members of the Union Bargaining Committee who are in the employ of the Employer shall have the right to attend direct negotiating meetings held with representatives of the Employer. The three (3) members of the Bargaining Committee in the employ of the Employer shall suffer no loss of pay while attending direct negotiating meetings with the Employer, up to and including, but no further than conciliation. In no event shall such attendance result in overtime pay of any sort.

7.07 **Labour Management Committee**

A Labour Management Committee shall be established consisting of not more than three (3) representatives of the Union and not more than three (3) representatives of the Employer, and as required, other employee(s) as mutually agreed. Meetings shall be held as may be mutually agreed upon as scheduled at least once every three (3) months for the purpose of discussing matters of mutual concern and interest, provided there is business for their joint consideration. The notice of the meeting shall contain an agenda of the matters proposed for discussion. Workload will be a standing item on the agenda.

Employees on the Labour Management Committee shall be paid for all hours in attendance at committee meetings at straight time.

Article 16.01 (a) shall be waived for this article if more than seven and one-half (7.5) hours per shift or seventy-five (75) hours on a pay period.

7.08 **Correspondence**

All correspondence between the parties arising out of this Agreement or incidental thereto shall pass to and from the Administrator or designate of the Employer and the Secretary of the Union, except correspondence arising under Article 8 Grievance Procedure, which correspondence shall pass to and from the Administrator or designate and the Chief Steward with a copy to the President of the Local.

ARTICLE 8 - GRIEVANCE PROCEDURE

8.01 In order to provide an orderly and speedy procedure for the settling of grievances, the Employer acknowledges the rights and duties of the Union Grievance Committee and the Union Stewards. The Steward shall assist any employee which the Steward represents in preparing, investigating and presenting her grievance in accordance with the grievance procedure.

An employee shall not leave her regular duties in order to submit a grievance hereunder, until she has first secured permission from her immediate supervisor. Such permission shall not be unreasonably withheld.

A Steward shall be allowed a reasonable period of time to assist and accompany an employee in the presentation of a grievance where such grievance is dealt with during working hours as per Article 7.01 (d).

8.02 Grievance Committee

The Chief Steward, President of the Union and the Steward directly involved with the grievance being considered shall constitute the Grievance Committee. Two (2) members of the Committee shall constitute a quorum for any grievance matter.

8.03 Complaint to Supervisor

It is the mutual desire of the parties hereto that complaints of employees shall be adjusted as quickly as possible, and it is understood that an employee has no grievance until she has given her immediate supervisor an opportunity to adjust her complaint. If an employee has a complaint, she shall discuss it with her immediate Supervisor within five (5) calendar days after being made aware or ought reasonably to have been aware of the circumstances giving rise to the complaint, and she may be accompanied by her Steward if she so desires. If a settlement is not arrived at, it may be taken up as a grievance within seven (7) calendar days following the discussion with the immediate Supervisor, in the following manner and sequence:

STEP 1

The Employee, together with her Steward, may present her alleged grievance to her immediate Supervisor. The grievance shall be in writing on a grievance form and shall include the nature of the grievance, the remedy sought and the section or sections of the Agreement which are alleged to have been violated. Failing a settlement, the Supervisor shall deliver her decision in writing within seven (7) calendar days following the presentation of the grievance to her.

STEP 2

If further action is to be taken, then within seven (7) calendar days after the decision is given at Step 1, the Employee, together with her Steward, may present her alleged grievance in writing to the Administrator or designate. A meeting will be held within five (5) calendar days between the Administrator or designate and the grievor and the Grievance Committee. Failing a settlement, the Administrator or designate shall deliver her decision in writing within seven (7) calendar days.

STEP 3

If the decision of the Administrator is unsatisfactory, then within seven (7) calendar days from receipt of the reply at Step 2, the grievance shall be submitted in writing to the Director of Human Resources or his designate. The Director of Human Resources or his designate shall arrange a meeting with the Grievance Committee within fourteen (14) calendar days of the matter being referred. Within seven (7) calendar days following the meeting, the Director of Human Resources shall reply in writing.

8.04

It is understood that at the meeting at Step No. 2 or Step No. 3, the Employer and the Union may have such counsel and assistance as they may desire.

- 8.05** Failing settlement of any grievance under the foregoing procedure arising from the interpretation, application, administration, or alleged violation of this Agreement, including any question as to whether a matter is arbitrable, the grievance may be referred to arbitration by either the Employer or the Union. If no written request for arbitration is received within twenty-one (21) calendar days of the Employer's reply at Step No. 3, the grievance shall be deemed to have been abandoned and the grievance shall not be the subject of a further grievance.
- 8.06** Any of the time allowances may be extended by mutual agreement of the parties preferably in writing. Reference to time frames to exclude weekends and holidays.
- 8.07** **Group Grievance**
Where a number of employees have identical grievances and each employee would be entitled to grieve separately, they may present a group grievance in writing, identifying each employee who is grieving to the Department Head or his designee within fourteen (14) calendar days after the circumstances giving rise to the grievance have occurred or ought reasonably to have come to the attention of the employee(s). The grievance shall then be treated as being initiated at Step No. 2 and the applicable provisions of this Article shall then apply with respect to the processing of such grievance.
- For the purpose of this article, it is also understood that the group of employees has no grievance until they have given the Employer an opportunity to adjust their complaint within seven (7) calendar days.
- 8.08** **Policy Grievance**
A complaint or grievance arising directly between the Employer and the Union concerning the interpretation, application or alleged violation of the Agreement shall be originated in writing by either party at Step No. 3 within fourteen (14) calendar days following the circumstances giving rise to the complaint or grievance. It is expressly understood, however, that the provisions of this Article may not be used with respect to a grievance directly affecting an employee which such employee could himself institute, and the regular grievance procedure shall not be thereby bypassed.
- 8.09** All agreements reached under the grievance and arbitration procedures between the Employer and its representatives and the Union and its representatives will be final and binding upon the Employer, the Union and the employee(s) involved.
- 8.10** (a) Either party, with the Agreement of the other party, may submit a grievance to Grievance Mediation at any time within ten (10) days after the Employer's decision has been rendered at the Step prior to Arbitration.

- (b) Grievance Mediation will commence within twenty-one (21) days of the grievance being submitted to Mediation, or a longer period, as agreed by the parties.
- (c) No matter may be submitted to Grievance Mediation that has not been properly carried through the grievance procedure, provided that the parties may extend the time limits fixed in the grievance procedure.
- (d) The parties shall agree on a Mediator.
- (e) Proceedings before the Mediator shall be informal. Accordingly, the rules of evidence will not apply, no record of the proceedings shall be made and either party shall not use legal counsel.
- (f) If possible, an agreed *Statement of Facts* will be provided to the Mediator, and if possible, in advance of the Grievance Mediation Meeting.
- (g) The Mediator will have the authority to meet separately with either party.
- (h) If no settlement is reached within five (5) days following Grievance Mediation, the parties are free to submit the matter to Arbitration in accordance with the provisions of the Collective Agreement. In the event that a grievance that has been mediated subsequently proceeds to Arbitration, no person serving as the Mediator may serve as an Arbitrator. Nothing said or done by the Mediator may be referred to at Arbitration.
- (i) The Union and the Employer will share the cost of the Mediator, if any.

ARTICLE 9 - ARBITRATION

9.01 When either party requests that a grievance be submitted to arbitration, the request shall be in writing addressed to the other party to this Agreement and shall contain the name of the first party's nominee to the Board of Arbitration. The recipient of the notice shall, within ten (10) days thereafter, designate its nominee to the Board of Arbitration. The two so nominated shall endeavour, within ten (10) days after the appointment of the second of them, to agree upon a third person to act as the Chairperson of the Board of Arbitration. If the nominees are unable to agree upon a third person as Chairperson within ten (10) days after the appointment of the second one of them, then either party may request the Office of Arbitration for the Province of Ontario to appoint the third member as Chairperson of the Board of Arbitration.

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

9.02 No person may be appointed as a Chairperson to a Board of Arbitration who has been involved in a prior attempt to negotiate or settle the particular grievance concerned.

9.03 Each of the parties shall pay its own expenses including pay for witnesses and the expenses of its own nominee and one-half of the expenses and fees of the Chairperson.

9.04 The Board of Arbitration shall have no power to alter, add to, subtract from, modify or amend this Agreement in order to give any decision inconsistent with it. The decision of the majority of the members of the Board of Arbitration shall be the decision of the Board, but if there is no majority, the decision of the Chairperson shall govern.

9.05 A grievance which has been disposed of hereunder, shall not be made the subject of another grievance.

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

9.07 **Sole Arbitrator**

In the event that one party wishes to submit a grievance to arbitration and is content that the matter be dealt with by a sole arbitrator as opposed to a tripartite board of arbitration as herein before referred to, the party submitting the grievance to arbitration shall so signify when advising the other party, and shall advise as to three alternative choices as to a sole arbitrator, in addition to that party's nominee to a tripartite board. The recipient of the notice shall, in reply, advise as to its nominee to a tripartite board, and three alternative choices as to a sole arbitrator. If the parties can agree to a sole arbitrator within twenty (20) days of the notice referring the matter to arbitration, the matter shall be determined by a sole arbitrator and failing such agreement, the regular arbitration procedure shall apply.

ARTICLE 10 - DISCHARGE AND DISCIPLINE

- 10.01** A claim by an employee who has completed their probation that she has been unjustly suspended or discharged from her employment shall be treated as a grievance, if a written statement of such grievance is lodged with the Administrator within four (4) working days after the employee is notified of her discharge or suspension, or within four (4) working days after the employee ceases to work for the Employer, whichever is the earlier. All steps of the grievance procedure prior to Step No. 2 may be omitted in such cases. The Employer will send a copy of the notice of suspension or discharge to the Union.
- 10.02** Such special grievances may be settled by confirming the Employer's action in suspending or dismissing the employee, or by reinstating the employee with full compensation for time lost, or by any other arrangement which is just and equitable in the opinion of the conferring parties or the Board of Arbitration, as the case may be.
- 10.03** **Right to Have a Steward Present**
An employee subject to verbal warnings, written warnings, suspension or discharge, shall have the right to the presence of a Union Steward or Union committee member at the time the disciplinary action is taken if she/he so wishes.
- 10.04**
- a) The Employer shall provide an employee with a copy of any written warning affecting the employee and shall send a copy to the Union within five (5) working days. Any written reply by the employee shall become part of her record. The Employee shall have the right to grieve a written warning issued against her, in accordance with the provisions of Article 8.
 - b) Letters of reprimand are to be removed from an employee's personnel file after twelve (12) months from the date of discipline, except in the case of incidents involving third party interface, i.e. residents and families, as defined in the Act as a reportable incident, where the record will remain on file;

- c) Letters of suspension are to be removed from an employee's personnel file after eighteen (18) months from the date of discipline, except in the case of incidents involving third party interface, i.e. residents and families, as defined in the Act as a reportable incident, where the record will remain on file.

10.05 Access to Personal Files

Subject to twenty-four (24) hours' notice to the Employer, an employee shall have the right, at least every six (6) months, to have access to her file during normal office hours for the purpose of reviewing any evaluation or formal disciplinary notations contained therein, in the presence of her Department Head or designate. Each employee shall be given a copy of any document in their file if so requested by said employee. Each employee shall be given a copy of her performance evaluation(s).

ARTICLE 11 - NO STRIKES OR LOCK-OUTS

- 11.01** In view of the orderly procedure established by the agreement for the settling of disputes and the handling of grievances, the parties agree that during the lifetime of this Agreement, and while negotiations for a renewal agreement are taking place, the Union shall not permit or encourage any strike and the Employer shall not lock out any of its employees.
- 11.02** The words "strike" and "lock-out" as used herein are agreed to have the meanings defined for these words in the present Ontario Labour Relation Act of R.S.O. 1980, as amended.

ARTICLE 12 - PROBATIONARY PERIOD

- 12.01 a)** Newly hired employees shall serve a probationary period of four hundred and eighty (480) hours worked or six (6) months service, whichever occurs first. Upon completion of the probationary period, the employee's seniority shall be accrued from the employee's hiring date.
- b)** Before final acceptance for employment, all applicants will be required to pass a medical examination and tests as required, in accordance with the requirements of the *Nursing Homes Act*, Regulation 690, Section 81, or the new Long Term Care Act when it comes into effect, and if applicable, Regulation 840 under the *Public Health Act*, Sections 46-49.
- 12.02** A probationary employee shall receive an evaluation of her work performance from the Employer at or about two hundred and forty (240) hours or three (3) months' service, whichever occurs first.
- 12.03** On or before the expiry date of an employee's probationary period, the Employer will notify the employee in writing, with a copy to the Union, that:

- a) the employee's appointment is confirmed, or;
- b) the employee's employment is terminated and such termination shall be at the sole discretion of the Employer, and with the exception of the provisions of Article 4.01, shall not be subject to the grievance procedure;
- c) the employee shall be given a reason for the termination provided the employee has worked more than six (6) weeks.

ARTICLE 13 - SENIORITY

13.01 a) Seniority is defined as the length of continuous service in the bargaining unit.

- b)
 - i) Full-time employees shall have their seniority calculated on the basis of calendar years, months and days of employment as of last date of hire.
 - ii) Part-time employees shall have their seniority calculated on the basis of hours worked as of date of hire, and 1725 hours shall equal one year of seniority.
 - iii) Casual employees shall have their seniority calculated on the basis of hours worked as of date of hire and 1725 hours shall equal one (1) year of seniority.
- c)
 - i) Part-time employees who are transferred to full-time status will retain their seniority credits as per the attached Letter of Understanding.
 - ii) Full-time employees who are transferred to part-time status shall retain their seniority credits as per the attached Letter of Understanding.
 - iii) Full-time/part-time employees who transfer to casual status shall retain their seniority credits as per the attached Letter of Understanding.

13.02

Seniority List

- (a) The Employer shall maintain a seniority list for full-time employees and a seniority list for part-time and casual employees. The full-time seniority list will show the date upon which each employee's seniority commenced as well as the accrued seniority. The part-time/casual seniority list will show the date upon which each employee's seniority commenced as well as the accrued seniority expressed in total accumulated hours, years and hours worked. An up-to-date seniority list shall be sent to the Union and shall be posted on the main bulletin board, ground level, twice yearly (July and January) of each year. It is understood that for the purpose of application of seniority, there will

be only one integrated seniority list. A challenge by an employee as to the accuracy of the seniority list shall not be accepted after thirty (30) days following the posting.

- (b) For the purpose of determining the appropriate employee in the case of job postings or layoff/recall, the most current bi-weekly seniority print out shall be used.

13.03 An employee's seniority rights, once acquired, shall cease to exist, and the employee shall be deemed to be terminated if an employee:

- a) voluntarily quits the employ of the Employer, in writing, and does not retract the quit within forty-eight (48) hours;
- b) is discharged and such discharge is not reversed through the grievance procedure;
- c) utilizes a leave of absence for purposes other than those for which the leave was granted, or engages in unauthorized gainful employment elsewhere while on leave of absence, or who fails to report for duty on the first day following the expiration of a leave of absence, unless the employee has obtained permission from the Employer, in writing, or provides a satisfactory reason to the Employer;
- d) is laid off for a continuous period of more than twenty-four (24) months, or her length of seniority if less, or fails to report for work when recalled in accordance with Article 14.03;
- e) has been absent for three (3) consecutive working days without having notified the Employer, in which case the employee shall be deemed to have quit without notice, unless a satisfactory reason is given to the Employer;
- f) retires or is retired in accordance with Article 4.01 (c).

Employees will provide the Employer with a minimum of three (3) months' written notice of their intent to retire, including the specified date of retirement and the employee's signature.

It shall be the responsibility of the employee to keep the Employer informed of his current address and telephone number.

ARTICLE 14 – LAY-OFFS AND RECALL

14.01 Definition of Lay-Off

A lay-off shall be defined as a reduction in the workforce or a reduction in the regular hours of work, lasting more than seven (7) calendar days.

A layoff means a period of at least one (1) week in which an employee receives less than one-quarter of the wages he or she would earn at his or her regular rate in a regular non-overtime work week, unless the employee:

- a) was not able to work or not available for work; or
- b) was subject to disciplinary suspension.

14.02 Layoff Procedure

- a) In the event of layoff, 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 lay-off; or

 - (ii) displace an employee who has lesser bargaining unit seniority, up to her current position/s scheduled hours, in a lower or identical paying classification in the bargaining unit if the employee originally subject to lay-off is qualified, as required by law, 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.

NOTE:

An identical paying classification shall include any classification where the straight time hourly wage rate at the level of service corresponds to that of the laid off employee's straight time hourly wage rate.

If deemed appropriate, the Union and Management may agree to establish a procedure, which will be time and cost effective.

In the event that there are no employees with lesser seniority in lower or identical paying classifications as defined in this Article, a laid off employee will have the right to displace an employee with lesser seniority, in a classification where the straight time hourly rate at the level of service corresponding to that of the laid off employee is within 5% of the laid off employee's straight time hourly rate, provided he is qualified for and can perform the duties without training other than orientation. Such employee so displaced shall be laid off.

A full-time employee transferring to a part-time position in the bargaining unit shall be converted as follows:

- (a) The total number of years shall be multiplied by 1725 hours. The months and days shall be converted accordingly.

A part-time employee transferring to a full-time position in the bargaining unit shall be converted as follows:

- (a) The total number of hours shall be divided by 1725 hours to obtain the years, months and days.

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

14.03 Recall Rights

- (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. In determining the ability and qualifications as required by law as agreed between the parties of an employee to perform the work for the purposes of the paragraph above, the Employer shall not act in an arbitrary manner or unfair manner.

It is understood that an employee shall not be recalled for more hours than her last position's scheduled hours.

- (b) An employee recalled to work in a different classification from which she was laid off shall have the privilege of returning to the position she held prior to the lay-off should it become vacant within six (6) months of being recalled.
- (c) An employee who has been displaced into a different classification shall have the privilege of returning to the position she held prior to the displacement should it become vacant within six (6) months of being displaced if there is not a qualified employee on lay-off to be recalled.
- (d) No new employee 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.

- (e) (i) It is the sole responsibility of the employee who has been laid off to notify the Employer of his intention to return to work within three (3) working days (exclusive of Saturdays, Sundays and Paid Holidays), after being notified to do so by priority post, addressed to the last address on record with the Employer (which notification shall be deemed to have been received on the second date of mailing) and return to work within ten (10) working 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. The employee is solely responsible for his proper address being on record with the Employer.
- (ii) If an employee refuses recall to a permanent vacancy within the same classification, the employee will forfeit her future recall rights.
- (f) 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.
- (g) All temporary positions will be declared vacant and recalled in accordance with article 14.03.
- (h) A laid off employee shall retain the rights of recall for a period of twenty-four (24) months.

NOTE:

For purposes of lay-off and recall, full-time and part-time seniority will be deemed to be merged, using the Letter of Agreement dated November 30, 1999 (see page 52). It is understood and agreed that if a part-time employee bumps a full-time employee as part of the above-noted procedure, the part-time employee is accepting the full-time position only.

It is understood and agreed that if a full-time employee bumps a part-time employee as part of the above-noted procedure, the full-time employee is accepting the part-time position only.

For these purposes, one (1) year full-time seniority equals 1725 hours part-time seniority.

14.04 Benefits on Lay-Off

In the event of a lay-off, provided the employee deposits with the Home her share of insured benefits for the succeeding month, the Employer shall pay its' share of the insured benefit premium for a period of up to one (1) month from the end of the month in which the lay-off occurs.

14.05 If a vacant position cannot be filled from employees that are employed, the Employer shall give preference to an employee on layoff, subject to the provisions of Article 14.03, before hiring a new employee.

ARTICLE 15 – JOB POSTINGS, HIRING AND TRANSFERS

- 15.01 a) When any of the jobs or shift assignments in the bargaining unit, that the Employer intends to fill become vacant on a permanent basis or on a temporary basis, if it is anticipated that such vacancy will be for six (6) weeks or longer, the Employer will post the vacant position for seven (7) working days on the bulletin board in order to allow employees with seniority to apply. An employee who wishes to be considered for the position so posted shall signify her desire by submitting an application in writing to the Secretary within the posting period.
- b) Temporary vacancies of six (6) weeks or less need not be posted, but the Employer starting with the most senior will offer all available shifts to that employee and then go to the next person and so on to the regular part-time employees within the classification who are willing and able to perform the duties.
- c) An employee who is successful in applying for a posted temporary position may not apply for another posted temporary position while in the temporary position unless the temporary position is for a greater number of hours or for a longer period of time.

15.02 Information on Postings

- (a) Such notice of vacancy shall contain the following information: nature of position, qualifications, required knowledge and education, skills, shift assignment(s) and normal hours of work per schedule, start date and expected duration - if temporary position, health certificate - if applicable, wage or salary rate or range as per the collective agreement.
- (b) In matters of promotion and staff transfer, appointment shall be made of the senior applicant able to meet the normal requirements of the job.

15.03 An employee selected to fill a vacant position shall hold that position for a trial period of thirty (30) working days. The position shall become permanent after the trial period unless:

- a) the employee feels that she is not suitable for the job and wishes to return to her former position, or;
- b) the Employer feels that the employee is not suitable for the job, however such decision cannot be unreasonable.

In either case, the employee will return to her former position and wage rate without loss of seniority. Any other employee promoted or transferred as a result of the rearrangement of the position(s) shall also be returned to her former position and wage rate without loss of seniority. These provisions shall also apply in the event of a transfer to a job outside the bargaining unit. It is understood, however, that no employee shall be transferred without her consent to a position outside the bargaining unit.

15.04 a) The Employer will post the name of the successful applicant to a permanent or temporary vacancy in the Bargaining Unit on the main bulletin board within ten (10) working days after the end of the 7-day posting period. The successful applicant will be placed in the job within forty-five (45) days of her being selected to fill the permanent or temporary vacancy.

- b) Only the original vacancy and the vacancy caused by the filling of the original vacancy shall be posted. All other vacancies which may occur as a result of having filled these vacancies shall be filled at the discretion of the Employer using the seniority and normal requirements of the job of the applicants from the previous postings.

15.05 An employee selected to fill a temporary position shall return to her former position without loss of seniority when the temporary position has expired. Any other employee promoted or transferred as a result of the temporary position shall also be returned to her former position without loss of seniority.

15.06 When an employee transfers to a new job classification, the following shall apply:

- a) If the job is a higher rated classification, the employee will receive her current rate or the start rate for the new position whichever is the greater. She will then progress through the wage rates of the new classification on the basis of accrued seniority hours from the date the transfer became effective.

- b) If the job is a lower rated classification, the employee will receive her current rate or the top rate of the new position, whichever is the lesser.

15.07 **Temporary Transfer**

Where an employee is assigned temporarily to perform the duties and assume the responsibilities of a higher paying position in the bargaining unit for a period in excess of one-half (1/2) of a shift, he shall be paid the rate in the higher salary range immediately above his current rate from the commencement of the shift on which he was assigned the job.

Where the Employer temporarily assigns an employee to carry out the assigned responsibilities of a classification outside the bargaining unit for a period in excess of one-half (1/2) of one shift, the employee shall receive an allowance of five (\$5.00) dollars for each shift from the time of the assignment.

- 15.08** (a) New employees shall receive a minimum of two (2) paid shifts for the purpose of orientation. Where possible and necessary, such orientation will be conducted on the shift where the employee will be expected to work. Otherwise, orientation will be conducted on the shift that will be the most advantageous for the training of the new employee. In the case of RPN's, should Management and the RPN feel it is necessary, the above stated orientation period may be extended and the extended orientation time shall not be in addition to the regular number of employees required for the shift.

- (b) **Transfer Orientation:**
If an employee is accepted through the posting procedure to a position in a new classification, and if the employee requires training for the position in the new classification, she shall receive one (1) paid shift for the purpose of orientation. Where possible, such orientation will be conducted on the shift that will be the most advantageous for the training of the employee. This decision shall be at Management's discretion. In the case of RPN's, should Management and the RPN feel it is necessary, the above stated orientation period may be extended and the time shall not be in addition to the regular number of employees for the shift.

ARTICLE 16 - HOURS OF WORK AND SCHEDULES

- 16.01 (a)** The following is intended to define the normal hours of work for employees, but shall not be interpreted as a guarantee of hours of work per day or per week, or days of work per week.
- (b)** Casual employees will not be scheduled for shifts in accordance with Article 3 - Definitions, except if required for Christmas, New Years' or summer vacation or where there are no regular part-time employees available.
- 16.02 (a)** The regular work shift for employees shall be seven and one-half (7-1/2) working hours per day exclusive of meal periods. The seven and one-half (7-1/2) working hours per day will be worked within an eight (8) hour period. The regular work week shall be thirty-seven and one-half (37-1/2) hours.
- (b)** **For Cooks' Classification only:**
When the cooks work over 7.5 hours, within the same day, to cover both cooks' jobs, they will be paid 1-1/2 times the regular rate for the time worked over 7.5 hours. When there is an overlap, they will be allowed to bank this time and take it at a mutually agreeable later date. If circumstances arise where the cooks are unable to get their breaks and, after discussion and approval with the supervisor, where possible, they will be compensated at the appropriate rate of pay.
- 16.03**
- a)** Each employee who works seven and one-half (7-1/2) hours shall receive a one-half (1/2) hour unpaid meal break and two (2) fifteen (15) minutes rest breaks with pay. Each employee who works less than seven and one-half (7-1/2) hours but greater than five (5) hours shall receive a one-half (1/2) hour unpaid meal break and one (1) fifteen (15) minute rest break with pay. Each employee who works five (5) hours or less shall receive only one (1) fifteen (15) minute rest break with pay.
- b)** The lunch period and breaks in (a) above will be at times scheduled by the Employer and shall not be interrupted except in case of emergency.
- 16.04**
- a)** The Employer shall post work schedules covering a four (4) week period at least two (2) weeks in advance. Employee requests for specific days off should be submitted to their immediate supervisor at least three (3) weeks prior to the effective start date of the schedule. Within seven (7) days of the posting of the initial schedule, any errors shall be reported to the Supervisor, at which time the errors may be corrected. No changes by the Employer shall be made in the schedule following the above-mentioned seven (7) days without prior agreement with the employee(s) concerned.
- b)** Employees may exchange working days with other qualified employees providing that such requests are submitted in writing on

the form provided to the Employer and approved by the Employer, in writing. It is understood such exchange of shifts shall not be considered in the calculation of eligibility for, or payment of overtime premiums.

- c) Time off at Christmas and New Years shall be given by seniority, by department. However, an alternative may be agreed upon between the Union and the Employer in order to ensure proper functioning of the Home. It is understood that between December 15th and January 3rd of each year, master schedules may need to be changed to accommodate employees' requests.

16.05 The Employer will endeavour to arrange shifts so that each employee shall be scheduled every other weekend off. This clause shall not apply in cases of employee requests or requests for exchange of shifts, received in writing by employees, in accordance with Article 16.04 (b) or to employees hired for regular weekend work.

16.06 No employees shall be scheduled to work more than six (6) consecutive days without being given two (2) or more days off work. The Employer will endeavour to schedule employees for no more than six (6) consecutive working days except for employee requests in accordance with Article 16.04 (b).

16.07 (a) Employees shall not be scheduled to work more than two (2) different shifts (i.e. day, evening, night) in any seven (7) day period and shall have a break of at least twelve (12) hours between shifts. Employees on the night shift shall not be scheduled split days off. This clause shall not apply in cases of employee's expressed preference or exchange of shifts in accordance with Article 16.04 (b).

- (b) No employee shall be scheduled to work a split shift unless mutually agreed to by the Employer, the employee and the Union. Such agreement by the parties shall not be unreasonably withheld.

16.08 a) For the purpose of defining weekends, holiday pay etc., the parties agree that the "first shift" of the day is the one that commences at or about 2300 hours the evening before and a weekend shall be from Friday 2300 hours to Sunday 2300 hours.

- b) Those employees working the night shift, when the change from daylight savings time to standard time or vice versa occurs, shall be paid straight time for the exact number of hours worked during the shift.

16.09 Employees' first commitment will be their scheduled shifts according to the posted schedule - as per Article 16.04. For the purposes of scheduling,

housekeeping and laundry will be deemed to be one department, if the employee has the skills and ability to perform the work.

The Employer maintains a list of part-time employees who shall be offered work in accordance with their specified availability and in accordance with the operating requirements of the home. For the purposes of the call-in procedure, housekeeping and laundry will be deemed to be one department. Employees on the call-in list who have the skills and ability to perform the work shall be called in order of seniority beginning with the most senior employee, until the staff shortage is filled. Full-time employees who are not scheduled for ten (10) shifts in a two (2) week period may have their names added to the bottom of the call-in list. Succeeding call-ins will commence with the person listed below the last person to accept a call-in and so on, on a rotational basis.

Should there be an indication that the replacement required will be for an extended period of two (2) days or more, or there are two (2) or more shifts to be replaced, keeping in mind the continuity of care, those shifts will be offered to one available part-time staff member, in order of seniority.

Each call will be indicated on the call-in sheet as to "accepted", "no answer", "refused". An employee not available to come to the phone if call answered will be expected to have instructed the person answering as to their availability - otherwise call will be marked as "refused". "No answer" and "refused" shall be counted as "refused" for the purpose of call-in rotation. An answering machine will be considered "no answer".

The Employer will also maintain an alternate list of employees who would have the skills and abilities to perform the work outside of their primary classifications, for call-ins.

The Employer shall bypass an employee on the list who would be eligible for overtime premium if called in to work, until such time as all employees on the list who are available would be eligible for overtime pay. In this case, the overtime shift will be offered to employees according to the bargaining unit seniority list, subject to the classification of staff required to fill the shortage and subject to Article 13.01.

16.10 (a) Full-time and Part-time Employees

Employees on the call-in list who have refused sixty (60%) percent of their call-ins within a thirty (30) day period will have their name removed from the call-in list for the following thirty (30) days. If refusal of call-ins continue after the re-instatement to the call-in list, the company will commence progressive discipline starting with a written warning.

(b) Casual Employees

Casual employees on the call-in list who have refused fifty (50%) percent of their call-ins within a thirty (30) day period or are not available for periods as set out under Article 16.01 (b), shall be terminated.

ARTICLE 17 - OVERTIME, CALL-BACK/CALL-IN

- 17.01**
- a) When required by the employer, any time worked by an employee in excess of seven and one-half (7-1/2) hours per day or seventy-five (75) hours per pay period, subject to Article 16.04 (b), shall be considered overtime.
 - b) Authorized overtime shall be paid for at the rate of time and one-half (1-1/2x) the employee's straight time hourly rate.
 - c) Overtime premiums will not be duplicated nor pyramided (i.e. hours of work shall not be counted as part of the normal work week and also as hours for which the overtime premium is paid). Employees who work overtime will not be required to take time off in regular hours to make up for overtime work.
 - d) An employee who is required by the Employer or his designate to work in excess of three hours overtime at the end of her shift will be provided with a free meal or meal ticket.

17.02 If any employee reports to work at the regularly scheduled time for her shift and no work is available, such employee will be entitled to a minimum of four (4) hours pay at the employee's regular rate provided that:

- a) The employee has not been previously notified by the Employer to the contrary at least two (2) hours prior to the commencement of the shift.
- b) If requested by the Employer, the employee shall perform for a minimum of four (4) hours such available work within her classification as the Employer may assign.
- c) The employee has kept the Employer informed of her current address and phone number.
- d) The employee was scheduled to work a minimum of four (4) hours.

This article shall be waived and not binding upon the Employer in case of any emergency such as fire and power shortage etc. which disrupts the operation of the Nursing Home, nor shall it apply to employees returning to work without notice after absence.

- 17.03 (a)** When an employee is called in to work within one-half (1/2) hour of the starting time of the shift, and the employee commences work within one (1)

hour of the call, the employee shall be paid as if the entire shift had been worked, provided she completes the shift for which she was called.

- (b) If an employee is called in after the shift has commenced, he/she shall be paid from the time of the call in, provided he/she commences work within one (1) hour and completes the shift.

17.04 When an employee is "called back" after leaving the premises, she shall receive a minimum four (4) hours pay at a straight time or overtime pay for hours worked, whichever is the greater. In such circumstances, if an employee is called one (1) hour or more before she is scheduled to report for work, then the provisions of this Article shall apply. This process shall not apply in the case of an employee required to work immediately prior to the commencement of her shift, however - if applicable the provisions of Article 17.01 shall apply.

ARTICLE 18 - LEAVE OF ABSENCE

18.01 An employee may be entitled to leave of absence without pay and without loss of seniority when he requests such leave for good and sufficient cause. Such request must be submitted three (3) weeks prior to the effective date of the start date of the schedule. A leave of absence shall be conditional upon the Employer's ability to arrange it without undue inconvenience to the normal operations of the Home. The application for a leave of absence must include the dates of departure and return. The leave of absence shall be granted at the Employer's discretion which shall not be unreasonably exercised.

- 18.02**
- a) Employees on such leave of absence will retain but not accrue seniority and will accrue benefits only for the first thirty continuous calendar days from when the leave of absence commences. Benefits will commence to re-accrue and be paid from the date of return to employment following such leave of absence.
 - b) The Employer shall continue to pay premiums for benefit plans for an employee who is on a paid leave of absence.
 - c) Benefit coverage shall cease at the end of the month in which the leave occurs, except for a certified medical leave of absence.
 - d) The Employer shall notify the employee of the date when benefits will cease.

18.03 Leave of Absence for Union Functions

- a) Upon three (3) weeks written notice to the schedule being posted, unless circumstances do not allow for said notice, an employee elected or appointed to represent the Union at conventions or to

attend Executive or committee meetings of C.U.P.E., its affiliated or chartered bodies, shall be allowed a leave of absence for such purposes. During such leave of absence the employee's salary and applicable benefits shall be maintained by the Employer on the basis of what his normal regular hours of work would have been, provided that the Union reimburses the Employer in the amount of such salary and applicable benefits within thirty (30) days of billing.

- b) When a part-time employee is scheduled to work and subsequently is granted a leave of absence for Union business, he shall be credited with those scheduled hours for the purpose of seniority, service and progression on the wage grid.

18.04 Unpaid Leave of Absence for Full-time Union or Public Duties

- a) The Employer recognizes the right of an employee to participate in public affairs. Therefore, upon written request, the Employer shall allow leave of absence without loss of seniority but with no accumulation of seniority, so that the employee may be a candidate in Federal, Provincial or Municipal elections.
- b) An employee who is elected to public office shall be allowed leave of absence without loss of seniority, but with no accumulation of seniority during his term of office for a period of up to one (1) term.
- c) An employee who is elected or selected for a full-time position with the Union or anybody with which the Union is affiliated, shall be granted a leave of absence without loss of seniority, but with no accumulation of seniority, for a period of up to two (2) years. The leave must be requested by a National Union representative and extension requests to such leave of absence shall not be unreasonably refused by the Employer.

ARTICLE 19 - JURY OR COURT WITNESS DUTY LEAVE

- 19.01** The Employer shall grant leave of absence without loss of seniority or benefits to an employee who serves as a juror in any court. The Employer shall pay such an employee the difference between her normal earnings and the payment she receives for jury service, 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 in any legal procedures in which the Employer is a party to such proceedings shall be considered as time worked with entitlement to the regular rate of pay.

ARTICLE 20 - PREGNANCY AND PARENTAL LEAVES

20.01 Unpaid Pregnancy and Parental Leaves will be granted in accordance with the *Employment Standards Act of Ontario as amended from time to time*.

A **Pregnancy Leave**

- 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 and may begin no earlier than seventeen (17) weeks before the expected birth date. The employee shall give the employer two (2) weeks' notice, in writing, of the day upon which she intends to commence her leave of absence, and furnish the Employer with the 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 in order to be entitled to Pregnancy Leave.
- iii) The employee shall give at least four (4) weeks' written 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 written 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.
- iv) Effective on confirmation by the Employment Insurance Commission of the appropriateness of the Home's Supplementary Unemployment Benefit (SUB) Plan, an employee who is on pregnancy leave, **or parental leave in the case of non-birth or adoptive parents**, as provided under this Agreement who has applied for and is in receipt of Employment Insurance pregnancy benefits pursuant to Section 18 of the *Employment Insurance Act*, shall be paid a supplemental employment benefit for a period not exceeding fifteen (15) weeks. The supplement shall be equivalent to the difference between seventy percent (70%) of her normal weekly earnings and the sum of her weekly employment insurance benefits and by other earnings. Receipt by the Home of the employee's employment insurance cheque stubs shall constitute proof that she is in receipt of Employment Insurance pregnancy benefits.

The employee's normal 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 plus any wage increase or salary increment that she would be entitled to receive if she were not on pregnancy leave.

Such benefits shall commence after the **one (1)** week E.I. waiting period and shall continue while the employee is in receipt of such benefits for a maximum period of **seventeen (17)** weeks.

The employee does not have any vested right except to receive payments for the covered unemployment period. The plan provides that payment 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.

B 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 the 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.
- iv)** Parental leave shall be granted for up to thirty-seven (37) weeks in duration. The employee shall give the Employer two weeks written notice before the date the leave is to begin. Parental leave ends no later than thirty-seven (37) weeks after it began or on the earlier day if the employee gives the Employer at least four (4) weeks written notice of that day. An employee is only entitled to thirty-five (35) weeks if Pregnancy Leave was taken and thirty-seven (37) weeks if no Pregnancy Leave was taken.
- v)** During the period of parental leave, to a maximum of thirty-seven (37) weeks, the Employer shall continue to pay the Employer's portion of benefits as prescribed by the *Employment Standards Act* if the employee elects, in writing, to continue her share of the premiums. If deductions for the employee's share of the premiums are required, the employee shall make such payments to the Employer on or before the 1st day of each month for the duration of the leave. Should such payment not be received, it is understood that benefit coverage will be terminated.

- vi) Credits for service for the purpose of salary increments, vacation, or any other benefit included and prescribed under the *Employment Standards Act* shall continue and seniority shall accumulate during the leave to a maximum of thirty-seven (37) weeks.
- vii) For the purpose of Parental Leave the provisions under the Pregnancy Leave shall also apply.

20.02 Return to Work

An employee shall give her Employer at least four (4) weeks notice confirming her intention to resume her employment on the expiration of a leave of absence granted to her under Article 20.01, and on her return to work the Employer shall reinstate the employee to her former position.

20.03 Seniority/Benefit Accrual

Employees on Maternity/Adoption Leave will maintain and accrue seniority and benefits.

ARTICLE 21 - BEREAVEMENT LEAVE

- 21.01** a) In the event of the death of a member of an employee's family listed below:

Spouse - common-law spouse
 Child - step-child
 Mother - Father

the Employer shall grant such employee **five (5)** scheduled working days leave of absence with pay.

- b) In the event of the death of a member of an employee's family listed below:

Mother-in-law	Father-in-law
Brother	Sister
Daughter-in-law	Son-in-law
Grandparents	Grandchildren
Brother-in-law	Sister-in-law
Step-Mother	Step-Father

the Employer shall grant such employee three (3) scheduled working days leave of absence with pay.

In the case of (a) and (b), above, it is agreed that bereavement leave is to apply only where the employee is in attendance at the funeral and pay for such days of absence is limited to the days actually missed from work as per the employee's scheduled work days. If the

funeral is not attended, the paid leave shall be limited to two (2) days, ending with the day immediately following the day of the funeral.

- c) In the event of the death of a member of an employee's family listed below:

Aunt Uncle Niece Nephew

the Employer shall grant such employee one (1) scheduled working day's leave of absence with pay to attend the funeral.

- 21.02** Payment for bereavement leave will be confined to the period of time ending with the day immediately following the day of the funeral, **or celebration of life**. Funeral is defined as the actual ceremony, services of remembrance or memorial connected to the burial or cremation of a loved one.
- 21.03** In recognition of the fact that situations which call for bereavement leave are based on individual situations, the Employer, on request, may grant additional bereavement leave without pay. Consent to such additional leave shall not be unreasonably withheld.
- 21.04** An employee will not be eligible to receive payment under the terms of the bereavement leave for any period in which she is receiving payment for holiday pay or vacation pay. The Employer requires a Proof of Attendance/Funeral Attendance Form (issued by the Funeral Home) to process the appropriate payment.

ARTICLE 22 - EDUCATION LEAVE

- 22.01** a) Where an employee is required by the Employer to take course(s) to upgrade or acquire new employment qualifications, the Employer shall pay the employee's regular wages for the time spent, and any pre-determined and pre-approved costs directly associated with the course. For courses and training not required by the Employer but of mutual advantage for both parties, the option of cost sharing may be pre-established upon mutual agreement between the Employer, the employee and the Union, and approval by the Employer. Time spent shall not be considered overtime and the employee shall accrue seniority for regularly scheduled shifts.
- b) An employee may apply for leave of absence without pay (in accordance with the provisions of Article 18) to attend workshops, seminars, courses which are employment related.

ARTICLE 23 - SICK LEAVE

23.01 Sick Leave Credits and Compensation

- a) Each employee shall be entitled to a sick leave credit one and one-half (1-1/2) days per month, accumulating to a maximum of sixty (60) days, except (1) student employed during the school vacation and (2) employees who are regularly employed for less than twenty-four (24) hours per week and, all employees who are hired after the date of ratification who will be regularly employed for less than sixty (60) hours bi-weekly.
- b) If an employee is absent from work because of an injury that is compensable under the *Workplace Safety and Insurance Board Act*

1997, S.O. 1997 (W.S.I.B.), she shall not lose any accumulated sick days.

- c) Sick leave credits shall not be given to any employee who, in any month, is absent for more than ten (10) working days for any reason other than sick leave, vacation or bereavement leave.
- d) Accumulated credits shall be paid at the regular rate of pay in effect during the period of sick leave.
- e) A full-time employee who transfers from his/her full-time status to part-time status shall retain his/her accumulated sick leave in a frozen bank so that if they return to a full-time position at a future date, these dates will be reactivated for their use as a full-time employee.

NOTE:

These days shall not be used for sick leave as long as an employee remains part-time.

23.02

- a) An employee off work due to illness and entitled to sick pay shall not receive pay for more sick days during any pay period than the normal number of days she would have worked during that period.
- b) An employee who becomes ill during working hours shall be paid sick pay for the balance of her scheduled shift.
- c) An employee who is called in as per the call-in procedure and calls in sick themselves, does not qualify for sick pay.

23.03

Proof of Illness

- a) An employee may be required to produce a certificate from a medical practitioner for any illness after three (3) working days or more, or four (4) calendar days or more, certifying that she was unable to carry out her duties due to illness. The Employer shall pay the associated costs, if any, in obtaining such certificate(s).

- b) An employee who will be absent on the afternoon or night shift because of illness will notify the Employer at least three (3) hours prior to the commencement of the shift unless it is impossible to do so. An employee who will be absent on the day shift because of illness must notify the Employer at least three (3) hours prior to the commencement of the shift unless it is impossible to do so. Failure to give such notice may result in loss of sick leave benefits for that day of absence.

23.04 (a) Return to Work

An employee who is absent due to illness for a period not exceeding four (4) days shall inform the Employer at least four (4) hours in advance of her scheduled shift of her return to work. In the event an employee is absent due to illness for a period in excess of four (4) days but less than ten (10) days, she shall inform the Employer at least forty-eight (48) hours in advance of her scheduled shift of her return to work. An employee who is absent for more than ten (10) days and less than thirty (30) shall inform the Employer at least five (5) days in advance of her scheduled shift of her return to work. An employee who is absent for more than thirty (30) days shall provide the Employer with two (2) weeks' notice of return to work.

- (b) An employee may be required to produce a medical certificate stating that he/she is medically able to return to work if off more than four (4) calendar days.

23.05 It is agreed that the employee must provide any required medical certificate pursuant to a statute or regulation or any Public Health requirement which certifies that the person is fully recovered from the illness which caused the absence. The Employer shall pay the associated costs, if any, in obtaining such certificate(s).

ARTICLE 24 – WORKPLACE SAFETY AND INSURANCE BOARD

24.01 Where an employee is absent due to illness or injury that is compensable by the Workplace Safety and Insurance Board (W.S.I.B.), the following shall apply:

- a) The Employer shall continue to pay his share of the premiums of any and all health and welfare benefits for the month in which the absence commences and for the following twelve (12) months, provided the employee first remits her share of the benefit premiums to the Employer.

- b) Subsequent to the period referred to in (a) above, benefit coverage may be continued by the employee, providing the employee pays the total cost of the premiums to the Employer for each monthly period during the absence. Employees must submit the premiums by the fifteenth (15th) of the prior month to the Employer, or the Employer will drop coverage and the employee will not be entitled to insurance coverage until she returns to work.
- c) An employee will not be eligible for paid holidays, sick leave, or any other benefits mentioned in this Agreement during any absence covered by the Workplace Safety and Insurance Board (W.S.I.B.) except where specified otherwise. An employee's absence during which she receives W.S.I.B. benefits shall be considered as time worked for the purpose of calculating vacation pay and vacation time, providing the employee returns to work within fifty-two (52) weeks after the injury or illness occurred.
- d) If the anticipated length of an absence due to compensable accident is of six (6) weeks' duration or more, the Employer will post notice of temporary vacancy in accordance with the job posting language as set out in Article 15.01 (a) of the Collective Agreement.
- e) If an employee returns to work within a two (2) year period, she shall regain her former job or work of a comparable nature at the applicable salary level, or its' equivalent, without loss of seniority or benefits accrued to the date of injury.

If, on the recommendation of the W.S.I.B. or the attending physician, the employee is capable only of performing work of a different kind, or of a lighter nature, and such work is available within the employ of the Employer in a job which is covered by this Agreement, the Employer shall offer the worker the first opportunity to accept suitable employment that may become available with the Employer. The Employer shall send a notice to the employee and the Union when such work becomes available.

- (f) The Employer shall provide the Union with a copy of the Employer's Report of Injury or Disease (Form 7) when submitting same to the W.S.I.B. in order to give the Union an opportunity to discuss with the Employer any errors or omissions which may exist. The Employer agrees to provide any return to work plan or any other prescribed information and/or correspondence between the Employer and the W.S.I.B. regarding an employee's W.S.I.B. claim to both the Union and the injured employee. The employee will also supply the Employer with the "Employee Report" (Form 6).

The Employer and the Union agree that they mutually desire to maintain standards of safety and health in the Home in order to prevent injury and illness. To that end, both parties agree to promote and participate in a joint health and safety committee and to observe all safety rules and practices established by the Employer.

Employees on the Health and Safety Committee shall be paid for all hours spent in committee meetings at their straight time hourly rate, and such hours will not be subject to overtime or premium payments.

The Employer shall pay for the certification of one (1) CUPE employee who shall sit on the Health and Safety Committee for a minimum of two (2) years.

A joint Health and Safety Committee shall be constituted and operate pursuant to the terms and regulations of the *Occupational Health and Safety Act*.

The Employer shall recognise two (2) Union representatives on the Committee and they shall be equally "certified" by the Employer.

ARTICLE 25 - PAY DAYS

- 25.01** a) The Employer agrees that wages will be paid bi-weekly on Thursday, during working hours. The normal pay period shall be Sunday to Saturday inclusive.
- b) Employees will be paid wages for each pay period, including any overtime or premium due to the employee for such pay period, on the second Thursday after each pay period ends.
- 25.02** Wages shall be paid by automatic bank deposit into employees' bank accounts at no cost to employees on applicable Thursdays on a bi-weekly basis. Pay stubs shall be handed out on the employees' shifts, and shall be available at the Business Office no earlier than the Wednesday prior to payday.
- 25.03** a) Upon termination or lay off, the employee will be paid her final pay and her vacation pay on the regular pay day for that pay period within which she terminated or was laid off.
- b) Employees will give a minimum of two (2) weeks' notice of resignation of employment.

ARTICLE 26 - PAID HOLIDAYS, Full-Time Employees Only

- 26.01** a) Employees who are regularly employed for twenty-four (24) hours or more per week, and who qualify shall receive the following holidays with pay:

New Year's Day
 Family Day
 Good Friday
 Victoria Day
 Canada Day
 Civic Holiday

Labour Day
 Thanksgiving Day
 Christmas Day
 Boxing Day
 2 Float Holidays **

** To be taken at a time mutually agreed upon between the employee and the Employer. Such request shall not be unreasonably denied.

b) The intent is that there shall be no more than twelve (12) paid holidays during the term of this Agreement. If another Federal, Provincial or Municipal holiday should be proclaimed during the term of the collective agreement, such additional holiday would replace one of the designated non-statutory holidays in the Collective Agreement.

26.02 A full-time employee shall qualify for holiday pay if:

(a) she has completed her probationary period;

(b) she has worked her full scheduled shift immediately preceding and immediately following the holiday, unless the employee is absent from the preceding and/or following shift due to illness verified by a medical doctor's certificate. The employee will be eligible for one (1) day's holiday pay during any one (1) period of illness, except at the Christmas and New Year's period, where there is more than one (1) holiday, the entitlement shall be limited to a maximum of two (2) days. Employees so entitled may claim sick leave for subsequent holidays during the extended leave.

26.03 Holiday pay for employees who qualify will be computed on the basis of the number of hours the employee would normally work had there been no holiday, at her regular rate of pay.

26.04 An employee who is required to work on any of the above designated holidays will, in addition to her holiday pay, be paid at the rate of one and one-half (1.5) times her regular rate of pay.

26.05 An employee scheduled to work on a holiday, and who does not report for work, shall forfeit her holiday pay, unless the absence is due to illness verified by a medical doctor's certificate, in which case the employee will receive holiday pay as stipulated in Article 26.04.

26.06 If one of the above-named holidays occurs on a regular day off or during the vacation period of an employee who regularly is employed more than twenty-four (24) hours per week, the employee shall receive an additional

day off in lieu thereof, within two (2) weeks either side of the holiday unless otherwise arranged between the employee and the supervisor, the employee shall receive a day's pay. These options shall be at the discretion of the Employer.

- 26.07** For purpose of clarifying when a paid holiday begins and ends, the first shift of the day shall be the shift where the majority of hours are completed before 8:00 a.m.
- 26.08** There shall be no pyramiding of premium pay, overtime pay, sick leave pay and paid holiday pay.
- 26.09** When a paid holiday occurs during a period of serious illness requiring the employee to be an in-patient in a hospital, as verified by a doctor's certificate, the period of such hospitalization shall be considered sick leave, the employee will receive an additional day's pay or a compensating day off with pay, following her return to work, in lieu of the paid holiday.

ARTICLE 27 - VACATIONS

- 27.01**
- a) For the purpose of calculating eligibility, the vacation year shall be the period from July 1st of any year to June 30th of the following year.
 - b) For purposes of calculating vacation entitlement accrual for employees who are normally employed on a regular basis for less than thirty-seven and one-half (37-1/2) hours per week:
 - 1 month shall be 143.75 hours; and
 - 1 year shall be 1725 hours.

Such employees shall receive vacation benefits for the vacation year as follows:

0 to less than 1725 hours paid -	4% of gross earnings for the vacation year
1725 to less than 6900 hours paid -	2 calendar weeks' vacation with pay at 4% of gross earnings for the vacation year
6900 to less than 15525 hours paid -	3 calendar weeks' vacation with pay at 6% of gross earnings for the vacation year
15525 to less than 29325 hours paid -	4 calendar weeks' vacation with pay at 8% of gross earnings for the vacation year
29325 to less than 37950 hours paid -	5 calendar weeks' vacation with pay at 10% of gross earnings for the vacation year
37950 hours or more	6 calendar weeks' vacation with pay at (12%) of gross earnings for the vacation year
48300 hours paid or more	7 calendar weeks' vacation with pay at 14% of gross earnings for the vacation year

27.02 Employees who have not completed their probationary period as of June 30th will receive four percent (4%) of their gross earnings during the vacation year.

Employees who have completed their probationary period as of June 30th will be granted one (1) days' vacation for each month of service to a maximum of ten (10) days. Vacation pay for such employees will be four percent (4%) of gross earnings during the vacation year.

Employees with one (1) year of service on or before June 30th of the current year shall receive two (2) weeks' vacation. Vacation pay for such employees will be four percent (4%) of gross earnings for the vacation year.

Employees with four (4) years of service on or before June 30th of the current year shall receive three (3) weeks' vacation. Vacation pay for such employees will be six percent (6%) of gross earnings for the vacation year.

Employees with nine (9) years of service on or before June 30th of the current year shall receive four (4) weeks' vacation. Vacation pay for such employees will be eight percent (8%) of gross earnings for the vacation year.

Employees with seventeen (17) years of service shall receive five (5) weeks' vacation. Vacation pay for such employees will be ten percent (10%) of gross earnings for the vacation year.

Employees with twenty-two (22) years of service on or before June 30th of the current year shall receive six (6) weeks' vacation. Vacation pay for such employees will be twelve (12%) percent of gross earnings for the vacation year.

Effective in the 2017 vacation year, Employees with twenty-eight years of service on or before June 30th of the current year, shall receive seven (7) weeks' vacation. Vacation pay for such employees shall be fourteen percent (14%) of gross earnings for the vacation year.

The periods at which employees shall take vacation shall be based on the selection by the employee according to seniority within their department, but shall be finally determined by the Administrator and the immediate Supervisor or her designate, having due concern for the proper operation of the Home.

An employee who wishes a vacation between June 1st and September 1st must apply to the immediate supervisor or her designate by April 15th of the same year or vacation for that period will be granted on a first ask/first choice basis, rather than on a seniority basis.

All other vacation requests must be submitted at least one (1) week before the new schedule is posted.

An employee may only schedule a maximum of three (3) weeks of vacation to be taken between July 1st and September 1st.

- 27.03** Where an employee's scheduled vacation is interrupted due to a serious illness requiring the employee to be an in-patient in a hospital, as verified by a medical doctor's certificate, the period of such hospitalization will not be counted against the employee's vacation credits.
- 27.04** Vacations are not cumulative from year to year and all vacations must be taken in the vacation year for which they are given. Full-time employees shall not waive vacation and draw double pay.
- 27.05** Employees who have lost their seniority and have terminated their employment as set out in Article 13 herein, between vacation periods, shall on termination of employment be paid a vacation with pay allowance based on the amount of vacation pay to which such employee shall be entitled, from the last cut-off date prior to the date of termination, to the date of termination. Such allowance shall be paid no later than the next regular payroll date.
- 27.06** Vacation pay will be paid on the regular pay period unless requested otherwise in writing.
- a) An employee's vacation entitlement shall be scheduled to provide for an unbroken period, in accordance with Article 27.02, an employee may only schedule a maximum of three (3) weeks of vacation to be taken between July 1st and September 1st), unless otherwise mutually agreed upon by the employer, the employee concerned and the union.
- b) Any employee with two (2) weeks' vacation entitlement must take them in either a one or two week block.

Any employee with three (3) weeks' vacation entitlement shall be allowed to take not more than five (5) days (one week) of their entitlement in periods of one or more days at a time. This language is assuming that an employee works five (5) days in one calendar week. If employees work four (4) days in one week, they would only be allowed to break up four (4) days.

Any employee with four (4) or more weeks' vacation entitlement shall be allowed to take not more than ten (10) days (two weeks) of their entitlement in periods of one or more days at a time. This language is assuming that an employee works ten (10) days in two calendar weeks. If employees work eight (8) days in a two week period, they would only be allowed to break up eight (8) days.

NOTE: For clarification, one week is determined as seven (7) calendar days.

- 27.07** The vacation schedule shall be posted no later than May 15th for those employees taking vacation between June 1st and September 1st.

ARTICLE 28 - INSURED BENEFITS – Full-Time Employees

- 28.01** Effective the first of the month immediately following ratification of this Agreement, the Employer will pay one hundred percent (100%) of the premium cost of a Life Insurance Plan to provide thirty five thousand (\$35,000.00) dollars coverage (and A.D.& D. coverage) for employees covered by this Agreement who are hired for sixty (60) or more hours in a bi-weekly period, who have completed their probationary period.

- 28.02** Effective the first of the month immediately following ratification of this Agreement, the Employer will pay 75/25 of the billed single/family premium rate, whichever is applicable, for an Extended Health Care Plan (\$25-\$50 deductible, no co-insurance), including semi-private and effective **March 31, 2022**, vision care coverage of **three hundred (\$300)** dollars every twenty-four (24) month period for employees covered by this Agreement who are hired for sixty (60) or more hours in a bi-weekly period who have completed their probationary period, and who participate in the Plan. If an employee is otherwise covered, the Employer shall not be obligated to contribute.

It is understood that the drug benefit coverage of the Extended Health Care Plan is on the basis of payment for all medication which legally requires a prescription of an authorized medical practitioner and product selection (i.e. approved interchangeable generic drugs).

- 28.03** Effective the first of the month immediately following ratification of this Agreement, the Employer will pay sixty percent (60%) of the billed single/family premium, whichever is applicable, for Dental Plan #9 or equivalent (one year behind current O.D.A. rates) for employees who are covered by this Agreement who are hired for sixty (60) or more hours who have completed their probation period and who participate in the plan. If an employee is otherwise covered, the Employer shall not be obligated to contribute.

28.04 **Part-time Benefits**

(a) Effective February 1, 2020, an amount of nine point zero percent (9.0%) and effective December 31, 2020, nine point five percent (9.5%) per hour will be paid “in lieu” of those fringe benefits paid in whole or in part to a part-time employee who has passed her probationary period, and who is hired to be regularly scheduled for less than sixty (60) hours in a bi-weekly period, for benefits which include the “sick leave benefit” as stated in Article 23, all “paid holidays” as stated in Article 26 and all group insurance benefits as stated in Article 28 of this Collective Agreement.

Note: The “in lieu” payment stated above shall not form part of the hourly rate on the wage grid.

An employee working a temporary full-time posted position (i.e.: to Replace someone on maternity/parental leave, WSIB leave, etc.) will continue to receive her “in lieu” payment.

(b) **Effective the 31st of March 2022, the Employer will pay one hundred percent (100%) of the premium cost of a Life Insurance Plan to provide fifteen thousand (\$15,000.00) dollars coverage (and A.D.& D. coverage) for employees covered by this Agreement who are hired for sixty (60) or less hours in a bi-weekly period, who have completed their probationary period.**

28.05 It is understood that the Employer's obligation pursuant to this Collective Agreement is to contribute the specified amount of premium and provide for the insurance coverage bargained for. The insurance plans are subject to the waiting period or other terms and conditions as stipulated by the carrier. The Employer shall arrange to have provided to each employee participating, a copy of the current information booklet(s) for those benefits provided under this Article.

28.06 **Change of Carrier**

It is understood that the Employer may, at any time, substitute another carrier for any plan (other than OHIP), provided the benefits conferred thereby are not in total decreased. Before invoking the change and to ascertain the views of the employees, the Home shall provide the Union full specifications of the benefit programs contracted for and in effect for employees covered herein.

ARTICLE 29 - CLASSIFICATIONS, RATES OF PAY AND PREMIUMS

29.01 Attached hereto and forming part of this agreement are Schedules "A" and "B" relating to classification and hourly rates of pay.

29.02 **Advancement on the Salary Grid**

1. Full-time employees will be paid at the start rate of the classification and will advance on the salary grid based on their anniversary date.
2. Part-time employees will be paid at the start rate of the classification and will advance on the salary grid on all hours worked since date of hire.
3. A part-time employee whose status is altered to full-time will assume her same level on the full-time grid. A full-time employee whose status is altered to regular part-time will assume her same level on the regular part-time grid. In addition, an employee who is so transferred will be given credit for service accumulated since the date of her last advancement. A part-time employee will advance from her present level to her next level on the salary grid after obtaining one year's service credit calculated in accordance with the provisions of Article 13.01.

29.03 **Night Shift Premium**

All employees who are required by the Employer to remain on the premises for the full shift shall receive a premium of forty cents (\$0.40) per hour for each hour worked on the night shift only. Shift premium will not be paid for any hour in which an employee receives overtime premium and shift premium will not form part of the employee's straight time hourly rate.

29.04 **Weekend Shift Premium**

Effective **March 31, 2022**, employees shall receive a weekend shift premium of \$0.35 per hour, for hours worked from Friday 3:00 p.m. to Sunday 11:00 p.m. This premium shall be in addition to the regular shift premium.

29.05 In no event shall there be any pyramiding of benefits or payments, except where specified.

29.06 New classifications may be established by the Employer. Wage rates for such new classifications shall be negotiated by the Employer and the Union and if they fail to reach an agreement, they shall submit the dispute to arbitration in accordance with the arbitration procedures outlined elsewhere in this Agreement. The new rate shall become retroactive to the time the new position was first filled by the employer or the date of change in job duties.

29.07 Registered Practical Nurses must submit acceptable evidence of annual registration no later than January 15th of each year. Failure to do so will result in a change in status and salary to Nursing Attendant until such time as registration is received by the Home.

29.08 **Clothing Allowance**

Effective with the first full pay period immediately following ratification of this Agreement, the Employer agrees to pay to all employees with six or more months of service, ten (\$0.10) cents per hour towards clothing allowance to both full-time and part-time employees; and will be paid before the end of November in each year.

29.09 **Surge Training**

An employee who is required to attend a mandatory in-service outside her working hours will be paid her regular straight time hourly wage for the time spent doing so.

An employee who is required to complete mandatory on-line training outside her working hours will be paid her regular straight time hourly wage for the time spent doing so. And employee will not be paid for more time that is reasonable to complete the training. Payment will become due upon completion of all annual mandatory training.

The Employer will make reasonable efforts to facilitate on-line training for employees. Such efforts may include provision of computer facilities and coaching.

Payment required under this article will not be used in the calculation of overtime entitlement.

The Employer reserves the right to take appropriate action in the case of an employee who fails to fulfil mandatory education obligations.

ARTICLE 30 - PENSION PLAN

30.01 a) Each eligible employee covered by this Collective Agreement shall contribute from each paycheque an amount equal to four percent (4%) of applicable wages to the Nursing Homes and Related Industries Pension Plan (the "Plan"). The Employer shall match such contributions, the amount being four percent (4%) of applicable wages.

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

- i) the straight time component hours worked on a holiday
- ii) holiday pay, for the hours not worked
- iii) vacation pay

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

- c) "Eligible employees" shall mean all full-time and part-time employees, in the Bargaining Unit, who have completed nine hundred and seventy-five (975) hours of service.
- d) The Employer and employee contributions shall be paid by the Employer to the Plan within thirty (30) days after the last day of the month for which the contributions are owing.
- e) The Union acknowledges and agrees that other than making contributions to the Plan as set out in the Article, the Employer shall not be obligated to contribute toward the costs of benefits provided by the Plan or be responsible for providing any such benefits.

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

- f) The Union and the Employer understand and agree that under current pension legislation and/or regulations, the Employer has no requirement to fund any deficit in the Pension Plan but is required to contribute only that amount as required by the Collective Agreement then in force between the parties.
- g) It is understood and agreed by the parties that should the current Pension legislation and/or regulations be changed to the extent that the Employer's obligation to contribute to the Plan exceeds the amount specified in the Collective Agreement then in force, the parties will meet directly to finalize methods to relieve the Employer of this increased obligation.
- h) The Employer agrees to provide to the Administrator of the Nursing Homes and Related Pension Plan on a timely basis with all information required pursuant to the *Pension Benefits Act, 1987*, which the Administrator may reasonably require in order to properly record and process pension contributions and pension benefits.

ARTICLE 31 - GENERAL**31.01 Continuation of Acquired Rights**

All provisions of this Agreement are subject to applicable laws now or hereafter in effect. In any law now existing or hereafter enacted, or proclamation or regulation shall invalidate any portion of this Agreement, the entire Agreement shall not be invalidated, and the existing rights, privileges and obligations of the Parties shall remain in existence and the Parties shall meet to negotiate changes in the invalidated portion of the Agreement.

31.02 Bulletin Board

The Employer shall provide a staff bulletin board which shall be placed so that all employees will have access to it and upon which the Union shall have the right to post notices of meetings or any other notice pertaining to the Union's affairs.

31.03 The Union and the Employer desire every employee to be familiar with the provisions of this Agreement and her rights and obligations under it. For this reason, the Employer and the Union agree to share equally the cost of providing sufficient copies of this Agreement.

31.04 Job Descriptions

The Employer shall submit copies of all job descriptions to the Union. When a job description is updated a copy will be submitted to the Union.

ARTICLE 32 - RENEWAL, AMENDMENT AND TERMINATION

32.01 This Agreement shall be effective **January 1, 2021**, and shall continue in effect until **December 31, 2022** and shall continue automatically thereafter during annual periods of one (1) year each, unless either party notifies the other in writing, within ninety (90) days prior to the expiration date, that it desires to amend or terminate this Agreement.

SCHEDULE "A"
CLASSIFICATION AND WAGES

Classification	Step	Jan 1, 2020 (1.4%)	Jan 1, 2021 (1.5%)	Jan 1, 2022 (1.5%)
	Start	\$19.25	\$19.54	\$19.83
Dietary Attendant/	480 Hours	\$19.65	\$19.94	\$20.24
Housekeeping Attendant/	1725 Hours	\$19.96	\$20.26	\$20.56
Laundry Attendant	3450 Hours	\$20.41	\$20.72	\$21.03
Nursing Attendant & Clerical/ HCA/ PSW/ Activity	Start	\$19.35	\$19.64	\$19.93
	480 Hours	\$19.85	\$20.15	\$20.45
Assistant/ Handy Person	1725 Hours	\$20.22	\$20.52	\$20.83
	3450 Hours	\$20.71	\$21.02	\$21.34
Cook 2	Start	\$19.75	\$20.05	\$20.35
	480 Hours	\$20.02	\$20.32	\$20.62
	1725 Hours	\$20.39	\$20.70	\$21.01
	3450 Hours	\$20.82	\$21.13	\$21.45
Cook 1/ Maintenance (with certificate)	Start	\$21.56	\$21.88	\$22.21
	480 Hours	\$22.23	\$22.56	\$22.90
	1725 Hours	\$22.55	\$22.89	\$23.23
	3450 Hours	\$22.95	\$23.29	\$23.64
RPN	Start	\$24.07	\$24.43	\$24.80
	480 Hours	\$24.76	\$25.13	\$25.51
	1725 Hours	\$25.11	\$25.49	\$25.87
	3450 Hours	\$26.61	\$27.01	\$27.42

RETROACTIVITY

The Employer will endeavour to provide all retroactivity within three (3) pay periods of the Interest Arbitration Award and/or receiving notice of ratification.

All retroactivity will be paid to employees on a separate cheque or itemized on an employee's regular cheque.

All former employees shall be sent notice by the Employer at their last known address and they will have thirty (30) calendar days from the date the notice is sent to claim retroactive payments. The Union shall receive a copy of all notices sent to former employees.

SCHEDULE "B"**Full-time Grid****Start**

480 hrs.

1 year

2 years

Part-time Grid**Start**

480 hrs.

1725 hrs.

3450 hrs.

SIGNED THIS 18 DAY OF December, 2023.

FOR THE EMPLOYER

Kelsey Loft
Kelsey Loft (Dec 19, 2023 10:06 EST)

Andrew Lauzon
Andrew Lauzon (Dec 19, 2023 13:10 EST)

FOR THE UNION

Tammy Coltrane
Tammy Coltrane (Dec 15, 2023 16:07 EST)

Matthew

APPENDIX A
PAY EQUITY AGREEMENT

BETWEEN

PARISIEN MANOR NURSING HOME
(the Employer)

AND

CANADIAN UNION OF PUBLIC EMPLOYEES
LOCAL 3389
(the Union)

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

The Parties agree that the classifications in the Collective Agreements constitutes 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 December 31, 2000.

The adjustments in the Memorandum of Settlement dated October 18, 2001, resolve all current outstanding issues of Pay Equity and the obligations under the Proxy Pay Equity Plan for 2001, 2002, 2003.

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

Effective July 1, 2001: ten cents (10 ¢) per hour.

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

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

Any new classifications that may be created in the bargaining unit shall be deemed to achieve Pay Equity through the application of the "new classification" clause of the Collective Agreement, which is set out below.

Pay Equity Agreement, Page 2

The Parties agree that there shall be no requirement for a Pay Equity adjustment at times other than those identified in the *Memorandum of Settlement*.

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

SIGNED this 18 day of December, 2023.

FOR THE EMPLOYER

Kelsey Loft
Kelsey Loft (Dec 19, 2023 10:06 EST)

Andrew Lauzon
Andrew Lauzon (Dec 19, 2023 13:10 EST)

FOR THE UNION

Tammy Coleman
Tammy Coleman (Dec 15, 2023 16:07 EST)

Micki Fegan

LETTER OF UNDERSTANDING

BETWEEN

PARISIEN MANOR NURSING HOME
(the Employer)

AND

CANADIAN UNION OF PUBLIC EMPLOYEES
LOCAL 3389
(the Union)

The Parties agree that within six (6 months) of ratification of this agreement, a Joint Union-Management Committee will be established to examine Employee Assistance Program alternatives available to employees of the Employer.

The Committee members will report their finding to their respective counterparts **six (6) months following the award.**

SIGNED THIS 18 DAY OF December, 2023.

FOR THE EMPLOYER

Kelsey Loft
Kelsey Loft (Dec 19, 2023 10:06 EST)

Andrew Lauzon
Andrew Lauzon (Dec 19, 2023 13:10 EST)

FOR THE UNION

[Signature]
Tammie C. Olf (Dec 19, 2023 16:07 PST)

[Signature]

LETTER OF AGREEMENT

BETWEEN
PARISIEN MANOR
AND
CANADIAN UNION OF PUBLIC EMPLOYEES
LOCAL 3389

The parties agree to the following method of conversion for a full-time employee moving to a permanent part-time position in the bargaining unit or a part-time employee moving to a permanent full-time position in the bargaining unit. The foregoing is with regards to seniority only.

1. A full-time employee transferring to a part-time position in the bargaining unit shall be converted as follows:
 - (a) The total number of years shall be multiplied by 1725 hours. The months and days shall be converted accordingly.

2. A part-time employee transferring to a full-time position in the bargaining unit shall be converted as follows:
 - (a) The total number of hours shall be divided by 1725 hours to obtain the years, months and days.

This Letter of Agreement shall replace Article 13.01 (c) in the collective agreement when signed by all parties of the negotiating committee.

SIGNED in Cornwall, Ontario this 18 day of December, 2023.

FOR THE EMPLOYER

Kelsey Loft
Kelsey Loft (Dec 19, 2023 10:06 EST)

Andrew Lauzon
Andrew Lauzon (Dec 19, 2023 13:10 EST)

FOR THE UNION

[Signature]
Terriy-GO Zimert (Dec 15, 2023 16:07 EST)

[Signature]
