

COLLECTIVE AGREEMENT

- between -

SALVATION ARMY OTTAWA – GRACE MANOR

(hereinafter called the "Employer")

- and -

**CANADIAN UNION OF PUBLIC EMPLOYEES (CUPE)
and its LOCAL 4592**

(hereinafter called the "Union")

Effective Date: September 20, 2022

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ARTICLE 1 - PREAMBLE

1.01 Preamble

Whereas it is the desire of both parties to this Agreement:

- a) to establish mutually satisfactory and harmonious relations between the Employer and the Union.
- b) to provide a means for prompt settlement of grievances and establishes salaries, hours of work and other conditions of employment.
- c) to encourage efficiency in operation.

ARTICLE 2 - MANAGEMENT RIGHTS

2.01 Management Rights

The Union acknowledges that the management of the Employer and the direction of the working forces are fixed exclusively in the Employer and shall remain solely with the Employer, except as specifically limited to the provisions of this Agreement and, without restricting the generality of the foregoing, the Union acknowledges that it is the exclusive function of the Employer to:

- a) maintain order, discipline, and efficiency;
- b) hire, assign, direct, promote, demote, classify, transfer, layoff, recall, discharge, suspend or otherwise discipline, provided that a claim of discharge or discipline without cause may be the subject of a grievance and dealt with as hereinafter provided;
- c) determine, in the interest of efficient operation and highest standards of service, job rating and classification, the hours of work, scheduling, work assignments, methods of doing the work, procedures, programs and the working establishment for the service and the location of work;
- d) generally to manage the operation that the Employer is engaged in and, without restricting the generality of the foregoing, to determine the number of personnel required, services to be provided, to determine work schedules, hours of work, work assignments, methods, procedures and equipment in connection therewith; and

- e) make, enforce, and alter from time to time reasonable policies, rules and regulations to be observed by the Employees. The Employer shall make a written copy of such policies, rules and regulations available to the Union Local President.

2.02 Non Discrimination

Management rights as set out in this Agreement must be exercised fairly, without discrimination and in accordance with the Collective Agreement.

ARTICLE 3 - RECOGNITION AND NEGOTIATIONS

3.01 Bargaining Unit

The Employer recognizes the Canadian Union of Public Employees (CUPE) as the sole and exclusive bargaining agent for all service Employees at the Employer, in Ottawa, save and except:

- a) Members of the Salvation Army clergy;
- b) Supervisors and persons above the rank of supervisor;
- c) Graduate Nursing staff;
- d) Undergraduate Nurses;
- e) Office and Clerical staff;
- f) Professional Medical staff;
- g) Technical personnel;
- h) Persons covered by the Collective Agreement between the Employer and the Ontario Nurses Association.

3.02 Technical Personnel

For the purpose of clarification, technical personnel includes Foot Care Nurses, Physiotherapists, Occupational Therapists, Psychologists, Graduate and Student Dieticians, and Graduate and Undergraduate Pharmacists.

3.03 Work of the Bargaining Unit

Employees whose jobs are not in the Bargaining Unit shall not work on any jobs which are included in the Bargaining Unit, except for purposes of instruction, experimenting or in emergencies such as, but not limited to, emergency staffing and provided that the act of performing the afore mentioned operations, in itself, does not reduce the hours of work or pay of any Employee.

3.04 No Contracting Out

The Employer will not contract out any work regularly performed by members of the bargaining unit to the extent that such contracting out results in the layoff of any regularly scheduled Employee in the bargaining unit.

3.05 No Other Agreements

No Employee shall be required or permitted to make any written or verbal agreement with the Employer or its representatives which may conflict with the terms of this Collective Agreement.

ARTICLE 4 - UNION SECURITY AND CHECK-OFF

4.01 Union Security

All Employees of the Employer, shall, as a condition of continuing employment, become and remain members in good standing of the Union, according to the Constitution and By-laws of the Union. As a condition of employment, all new Employees shall become and remain members in good standing of the Union upon hiring. The Employer shall deduct from every Employee any dues, initiation fees, or assessments levied by the Union on its members, one (1) month following receipt of the written notification of the amounts required after ratification of this agreement.

4.02 Deductions

Deductions shall be made from the payroll bi-weekly and shall be forwarded electronically to the National Secretary-Treasurer of the Union by not later than the twentieth (20th) day of the month following, accompanied by a list of the names and addresses of all Employees from whose wages deductions have been made. A copy of the list shall be forwarded to the Treasurer of the Local at the same time. It is agreed that there shall be no monthly maximum or cap on the dues formula.

4.03 T-4 Slips

When T-4 slips are prepared by the Employer, union dues deducted from the pay of each Employee will be shown in the appropriate space on the said T-4 slip.

4.04 New Employees

On commencing employment, the designated representative of the Union shall be notified in writing by the Employer with a list of names and shall be given an opportunity to meet each new Employee during the general orientation period hours, without loss of pay. Fifteen (15) minutes will be allowed for an individual Employee or for a group of two (2) or more Employees a maximum of thirty (30) minutes for the purpose of acquainting the new Employee with the benefits and duties of union membership and his or her responsibilities and obligations to the Union.

4.05 Indemnification

The Union agrees to indemnify and save the Employer harmless against all claims or other forms of liability that may arise out of, or by reason of, deductions made or payments made in accordance with Article 4.02

4.06 Union Activity

The Union agrees that there will be no union activity or solicitation of membership on the Employer's time or premises except with the written permission of the Employer or as otherwise specifically provided for in this Agreement.

ARTICLE 5 - CORRESPONDENCE

5.01 Correspondence

All correspondence between the parties arising out of this Agreement or incidental thereto shall pass to and from the Executive Director or designate and the Secretary of the Local or their designate. Correspondence shall be conducted in English.

ARTICLE 6 - LABOUR MANAGEMENT RELATIONS

6.01 Representation of the Local

No individual Employee or group of Employees shall undertake to represent the Local or the Union at meetings with the Employer without proper authorization of the Local. In order that this may be carried out, the Local will supply the Employer with the names of its officers. Similarly, the Employer will, supply the Local with a list of its supervisory or other personnel with whom the Union may be required to transact business.

6.02 Bargaining Committee

A Bargaining Committee shall be appointed and consist of not more than three (3) members of the Union, as well as a CUPE National Representative as appointees of the Union. The Union will advise the Employer of the Union nominees to the Committee.

6.03 Meeting of the Committee

After written notice to bargain has been provided, if either party wishes to call a meeting of the Committee, the meeting shall be held at a time and place fixed by mutual agreement within fifteen (15) working days after the request has been given or at another mutually agreeable time.

6.04 Time Off for Committee Meetings

A representative of the Local on the Bargaining Committee, who is in the employ of the Employer, shall attend committee meetings held within the Employee's regular working hours without loss of remuneration, benefits, earned vacation or seniority.

All lost time shall be interpreted as the Employee's normal scheduled working hours for which the Employee shall be compensated at his or her regular rate of pay for such time spent during negotiations with representatives of the Employer. Where a representative of the Local on the Bargaining Committee, who is in the employ of the Employer, works shifts their shift on the day of negotiations shall be deemed to be the day shift.

6.05 No Strikes or Lockouts

The Union agrees that there will be no strikes and the Manor agrees that there will be no lockouts during the term of this agreement. The term "strike" and "lockout" shall bear the meaning given them in the *Ontario Labour Relations Act* as amended from time to time.

6.06 Labour Management Committee

- a) There shall be a Labour Management Committee comprised of two (2) representatives of the Employer, one (1) of whom shall be the Executive Director or designate and two (2) representatives of the Union, one of whom shall be the Local Bargaining Unit President or designate. The number of representatives shall be two (2), and the membership of the Committee may be expanded by mutual agreement. Either party may invite guests to the Committee upon mutual agreement of the members of the Committee.

The Committee shall meet every two (2) months unless otherwise agreed. The Co-Chairs shall alternate chairing meetings. The taking of minutes of the meetings will be the responsibility of the Employer. Where possible, agenda items will be exchanged in writing at least five (5) working days prior to the meeting. A record shall be maintained of matters referred to the Committee and the recommended disposition, if any, unless agreed to the contrary. Copies of the record shall be signed by the Co-Chairs and will be provided to the committee members.

b) The purpose of the Committee includes:

- i) promoting and providing effective and meaningful communication of information and ideas; making joint recommendations on matters of concern.
- ii) discussing and reviewing matters relating to orientation and in service programs.

c) All joint Labour Management meetings scheduled during the Employee's regular working hours shall be paid for by the Employer at the Employee's regular hourly non-overtime rate of pay.

d) Workload Complaint

- 1) Should an Employee have cause to believe that he or she has been assigned work that is not consistent with proper resident care, he or she shall have the right to submit a written workload complaint form, after having first addressed the issue directly with his or her immediate supervisor.
- 2) The written workload complaint form, to the extent possible, should be detailed as to facts and reasons. The complaint should be submitted at least one (1) week before the meeting of the Labour Management Committee.
- 3) An unresolved written workload complaint form must constitute an agenda item for discussion at the meeting of the Labour Management Committee.
- 4) The Labour Management Committee must respond to the written workload complaint form in writing, but this response may be made within two (2) weeks following the meeting of the Labour Management Committee where the complaint was discussed.

- 5) Both the written complaint form and the written response shall be attached to and form part of the minutes of the Labour Management Committee where the complaint was discussed.

ARTICLE 7 - GRIEVANCE PROCEDURE

7.01 Election of Stewards

In order to provide an orderly and speedy procedure for the settling of grievances, and to ensure maximum availability, the Employer acknowledges the right of the Union to elect or appoint five (5) Stewards, whose duties shall be to assist any Employee whom the Steward represents, in preparing and presenting his or her grievance in accordance with the grievance procedure. Employees shall not be eligible to serve as stewards until they have completed the probationary period.

7.02 Chief Steward

One (1) Steward will be appointed by the Union as Chief Steward.

7.03 Names of Stewards

The Union shall notify the Employer in writing of the name of each Steward and the shift he or she represents and the Chief Steward before the Employer shall be required to recognize him or her.

7.04 Grievance Committee

This Committee will be formed of three (3) Employees, including the Chief Steward.

7.05 Permission to Leave Work

It is agreed that Union representatives, the members of the Grievance Committee, have their regular duties and responsibilities to perform for the Employer, which must not be compromised. Grievance Committee members shall be entitled to leave their work during scheduled working hours in order to carry out their functions under this Agreement including the investigation and processing of grievances and attendance at meetings with the Employer. Permission to leave work during working hours for such purposes shall first be obtained from the immediate Supervisor or designate. Such permission shall not be unreasonably withheld. All time spent in performing committee duties as noted above, shall be considered as time worked. Upon return to duties, the member shall report to the immediate Supervisor or designate.

7.06 Definition of Grievance

A grievance under this Collective Agreement shall be defined as any difference or dispute between the Employer and any Employee(s), or the Union regarding the interpretation, application or administration of this Agreement including any question as to whether a matter is arbitrable or where an allegation is made that this Agreement has been violated.

7.07 Settling of Grievance

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

Step #1 - Complaint Stage

The Employee and his or her Union Steward shall first discuss any complaint informally with the direct Supervisor before filing a written grievance. The complaint shall be brought within ten (10) working days of the incident giving rise to the complaint or when the incident giving rise to the complaint would reasonably have been known to the Employee.

Step #2 - Formal Grievance to Immediate Supervisor

If the matter cannot be resolved on an informal basis, then the Employee(s) shall, with the consent of the steward or the Grievance Committee, file a written grievance outlining the nature of the dispute and the relevant Articles of the Agreement that have been allegedly violated, with his or her immediate Supervisor with a copy to the Executive Director or designate within ten (10) working days of the response of the direct Supervisor to the complaint at Step #1.

The Supervisor shall reply in writing to the Employee and the Union representative that attended the grievance meeting giving the answer to the grievance within ten (10) working days from the date of submission of the grievance.

Step #3 - Executive Director

Should the Employee feel that his or her grievance has not been settled satisfactorily, then the Employee and Steward shall, within ten (10) working days of the date on which the answer was provided at Step 2, present the written grievance to the Executive Director or designate who shall discuss the matter with the Employee and Steward and give his or her answer in writing no later than ten (10) working days after the written presentation has been given to him or her.

Step #4 - Arbitration Procedure

Failing settlement of the grievance at Step 3 either party may refer the matter to arbitration no later than twenty (20) working days after the written decision at Step 3 has been provided and in accordance with Article 8. If no written request for arbitration is received within the twenty (20) working days, the matter shall be deemed to have been settled.

7.08 Policy and Group Grievances

Where a dispute involving a question of general application or interpretation occurs, or where a group of Employees or the Union has a grievance, the matter shall proceed directly to Step 2 of this Article.

7.09 Amending of Time Limits

The time limits fixed in both the grievance and arbitration procedure may be extended by written consent of the parties to this Agreement.

7.10 Jurisdiction of Arbitrator

No matter may proceed to arbitration which has not first been carried through all of the steps of the grievance procedure in a timely fashion. The jurisdiction of the Arbitrator is limited to the grievance itself and the interpretation of the Collective Agreement. The Arbitrator shall not have the right to add to, delete from or otherwise amend this Collective Agreement.

7.11 Definition of Working Days

Working days as defined under Articles 7 and 8 shall mean the normal business days occurring between Monday through Friday, exclusive of paid holidays.

7.12 Mediation

The parties may agree to appoint a mediator to attempt to resolve the grievance at any time during the grievance procedure.

The Union and Employer will share the cost of the mediator if any.

ARTICLE 8 - ARBITRATION

8.01 Composition of Board of Arbitration

When either party requests that a grievance be submitted to arbitration, the request shall be made in writing indicating the name of the requesting party's Nominee to an Arbitration Board. Within fifteen (15) working days thereafter, the other party shall answer in writing indicating the name of its Nominee to the Arbitration Board. The two (2) Nominees shall then select an impartial Chairperson.

8.02 Failure to Appoint

If the two (2) Nominees fail to agree upon a Chairperson within fifteen (15) working days of appointment, the appointment shall be made by the Minister of Labour, upon the request of either party.

8.03 Decision of the Board

The decision of the majority shall be the decision of the Board of Arbitration. The decision of the Board of Arbitration shall be final and binding on all parties, but in no event shall the Board of Arbitration be authorized to change this Agreement nor to alter, modify, add to or amend any part of this agreement.

8.04 Expenses of the Board

Each party shall pay:

- a) the fees and expenses of their Nominee to the Board it appoints.
- b) one-half (½) of the fees and expenses of the Chairperson.

8.05 Restriction on Arbitrator/Nominee

No person shall act on an Arbitration Board who has been involved in attempts to settle any grievance, unless otherwise agreed to by the parties.

8.06 Sole Arbitrator

Subject to mutual agreement of the parties, the above arbitration provisions may be amended to provide for a sole Arbitrator.

ARTICLE 9 - DISCHARGE, SUSPENSION AND DISCIPLINE

The Employer shall not discipline, suspend or discharge any Employee who has completed the probationary period except for just cause.

9.01 Right to Have Steward Present

An Employee shall have the right to have his or her Steward present at any discussion with supervisory personnel which is disciplinary in nature. Where a Supervisor intends to interview an Employee for formal disciplinary purposes, the Supervisor shall so notify the Employee in order that the Employee may contact the Union Steward identified for that shift in advance of the interview. Where an Employee waives the right to Union representation at the interview, they will complete and sign a waiver which will be provided to the designated Union representative within five working days.

9.02 Right to Confidentiality

The Employer and the Union agree that all correspondence and meetings related to disciplinary procedures and grievances will be kept strictly confidential, and limited to the parties directly involved in the investigation and processing of the complaint. Notwithstanding the above, any written correspondence dealing with discipline or termination of an Employee will be copied to the CUPE National Representative.

9.03 Discharge Procedure

When an Employee is discharged or suspended, he or she shall be given the reasons in writing within 5 working days and shall have the right to have the written reasons delivered to him or her in the presence of her or his steward.

9.04 May Omit Grievance Steps

An Employee considered by the Union to be wrongfully or unjustly discharged or suspended shall be entitled to file a grievance at Step 3 of the grievance procedure.

9.05 Clearing the File

The record of an Employee shall not be used against him or her at any time after eighteen (18) working months following a suspension or disciplinary action, including letters of reprimand or any adverse reports provided that there is no similar recurrence of the disciplinary action within the eighteen (18) working month period. The parties mutually agree that all disciplinary action in regards to resident abuse or dishonesty will remain on file permanently. At the request of an Employee, his or her records of discipline,

other than those that document resident abuse, will be removed from his or her file after eighteen (18) working months.

9.06 Access to Employee File

Employees will have the right to access and review their personnel records upon receipt by the Employer of a request at least two (2) working days before the review is required. Such access and review shall be in the presence of the Executive Director or designate. Employees have the right to request a copy of their Employee file when preparing a defence to a grievance. Copies for this purpose shall be provided at the Employer's expense. Employees also have the right to respond in writing to any document contained therein. All such replies will become part of the Employee's permanent record.

ARTICLE 10 - NO DISCRIMINATION OR HARASSMENT

10.01 Mutual Respect

The parties agree that an environment of mutual respect between Employees, Union and Employer is ideal, in accordance with the established policies of the Employer.

10.02 Ontario Human Rights Code

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

ARTICLE 11 - SENIORITY

11.01 Seniority Defined

Seniority for full-time Employees is defined as the length of service in the Bargaining Unit from the date of last hire. For part-time Employees, seniority shall be calculated on the basis of hours worked from date of last hire, with 1800 hours paid representing one (1) year of service. However, a part-time Employee shall not accumulate in excess of one (1) year of seniority in any calendar year. Except as otherwise provided in the Agreement, seniority shall operate on a bargaining unit-wide basis. For Employees on record on the date when the Union became certified, seniority shall be calculated to include service prior to certification.

11.02 Seniority List

The Employer shall maintain a seniority list showing date of hire and years of service. An up-to-date seniority list shall be forwarded to the Union and posted on the bulletin board in the staff lounge by January 31 and July 31 of each year. Employees shall have thirty (30) calendar days from the date of posting to notify the Employer of any errors in seniority calculations. If no errors are reported in such thirty (30) day-period, the seniority list shall be accepted as correct for all Employees. In the event of a dispute affected by seniority, the Employee may request that the Employer do a special calculation. When two (2) or more Employees attain seniority on the same date, they shall be placed on the seniority list in alphabetical order to identify their seniority.

11.03 Probationary Employees

Newly hired Employees shall be considered on a probationary basis for a period of three (3) months for full-time Employees, and four hundred and fifty (450) hours for part-time and Casual Employees. During the probationary period, Employees shall be entitled to all of the rights and privileges of this Agreement. The release of a Probationary Employee for reasons based on performance and ability to do the job shall not be subject to the grievance/arbitration procedure unless the probationary Employee is released for:

- a) reasons which are arbitrary, discriminatory or in bad faith; or
- b) exercising a right under this Agreement.

After completion of the probationary period, seniority shall be effective from the date of last hire.

11.04 Loss of Seniority

An Employee shall lose his or her seniority and shall be deemed terminated in the event that the Employee:

1. Voluntarily quits the employ of the Employer.
2. Is discharged for just cause and the discharge is not reversed through the Grievance Procedure.
3. Is absent for three (3) consecutive scheduled shifts without sufficient cause and without notifying the Employer unless such notice was not reasonably possible.

4. Fails to notify the Employer of his or her intention to return to work within seven (7) calendar days after being notified of recall. Registered mail sent to the most recent Employee's address on the Employee's employment file shall be interpreted as proper notice. For purposes of recall, it shall be the responsibility of the Employee to keep the Employer informed of his current address.
5. Utilizes a leave of absence for purposes other than those for which the leave may have been granted.
6. Fails to return to work after the completion of a leave of absence granted by the Employer unless confirmed by the Employees treating physician by a certificate of illness or other reason acceptable to the Employer.
7. Is laid off for a period of more than twenty-four (24) months.
8. Is absent for more than twenty-four (24) months because of sickness or physical disability or both, or by reason of absence while on Workplace Safety & Insurance Board. Prior to the automatic termination of Employees under this clause, the Employer agrees to review the Employee's status to ensure that any action taken by the Employer complies with the *Human Rights Code*.
9. Retires.

11.05 Transfers and Seniority Outside Bargaining Unit

No Employee shall be transferred and/or promoted to a position outside of the bargaining unit without their written consent. An Employee who consents in writing to be transferred and/or promoted to a position outside of the bargaining unit shall not accumulate seniority within the bargaining unit during such transfer and/or promotion. In the event that the Employee is returned by the Employer to a position in the bargaining unit within fifteen (15) calendar months of the transfer and/or promotion, the Employee shall be credited with the seniority held immediately prior to the transfer and/or promotion and shall resume accumulation from the date of their return to the bargaining unit. An Employee not returned to the bargaining unit within fifteen (15) calendar months from the transfer and/or promotion shall forfeit all bargaining unit seniority.

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

Article 4 of this Collective Agreement will apply during the fifteen (15) calendar month period that the Employee's bargaining unit seniority is being held by the bargaining unit while the Employee is in a position outside of the bargaining unit. The amount of dues deducted will be calculated based on the Employee's bargaining unit position hourly rate of pay as per Appendix "A" for all hours worked in the position outside of the bargaining unit.

11.06 Full-Time/Part-Time Transfers

If an Employee transfers from part-time to full-time or visa versa, the method as outlined in Letter of Understanding No. 1 shall be used to calculate his or her seniority.

11.07 Seniority Retained and Accumulated

Seniority shall be retained and accumulated when an Employee is absent from work in the following circumstances:

- a) when on approved leave of absence with pay;
- b) when in receipt of sick leave benefits;
- c) when in receipt of WSIB benefits as a result of injury or illness incurred while in the employment of the Employer for a period of twenty-four (24) months;
- d) when on pregnancy or parenting leave;
- e) when on Union leave of one (1) year or less.

11.08 Seniority Retained but not Accumulated

Seniority shall be retained but not accumulated when an Employee is absent from work in the following circumstances:

- a) when on an approved leave of absence without pay for more than thirty (30) consecutive calendar days;
- b) when absent due to layoff for a period of twelve (12) calendar months;
- c) when absent due to illness for a period of up to twenty-four (24) months.

ARTICLE 12 - PROMOTIONS AND STAFF CHANGES

12.01 Job Postings

When a vacancy occurs or a new position is created inside the Bargaining Unit, which the Employer decides to fill, the Employer shall email notification of the existence of a job posting and post notice of the position on the job bulletin board for seven (7) calendar days in order that all members will know about the position and be able to make written application. Nothing herein shall prevent the Employer from temporarily filling any position or vacancy for a period of forty-five (45) days. The Employer is not required to fill a vacancy for any job included in the Bargaining Unit.

New positions would include positions not previously recognized in Appendix "A". Where additional work becomes available as a result of permanent funding increases, every effort will be made to create full time jobs from short shift jobs which will be offered by seniority to part time staff.

12.02 Information in Postings

Such notice shall contain the following information:

- (a) classification
- (b) hours of work
- (c) shift
- (d) qualifications required
- (e) knowledge
- (f) experience
- (g) abilities and education
- (h) skills
- (i) salary rate range
- (j) initial assignment

12.03 No Outside Advertising

No outside advertising for additional bargaining unit employees shall be made until present employees have had an opportunity to apply as provided in Article 12.01.

12.04 Recognition of Seniority

Both parties recognize the desirability of promotion within the service of the Employer. Employees shall be selected for positions on the basis of their skill, ability, experience and current qualifications. Where these factors are relatively equal, seniority shall prevail.

The Employer will endeavour to make appointments from within the Bargaining Unit within three (3) weeks of posting.

12.05 Trial Period

The successful applicant shall be placed on trial for a period of thirty (30) calendar days. Conditional on satisfactory service, such trial promotion shall become permanent after the period of thirty (30) calendar days. In the event the successful applicant proves unsatisfactory in the position during the aforementioned trial period, or if the Employee finds that he or she is unable to perform the duties of the position, he or she shall be returned to his or her former position and salary without loss of seniority. Any other Employee promoted or transferred because of the rearrangement of positions shall also be returned to his or her former position and salary without loss of seniority.

Employees who accept a position must commit to a trial period of not less than two (2) weeks.

12.06 Union Notification

The Union shall be notified of all terminations or resignations of employment as well as any new hires.

12.07 Temporary Positions

Employees are not entitled to apply for any other temporary bargaining unit position for an equivalent or lesser number of hours on the same shift for a period of one (1) year following a successful temporary job posting or until such time as the individual whose position they are filling on a temporary basis returns to, or resigns from his or her position, whichever occurs first.

ARTICLE 13 - LAYOFFS AND RECALLS

13.01 Role of Seniority in Layoff and Recall

Both parties recognize that job security should increase in proportion to length of service. Therefore, in the event of a layoff, Employees shall be laid off in reverse order of seniority and the laid off employees shall be recalled in order of their seniority, provided they are able to meet the normal requirements of the available work without training other than orientation.

In the event of a short-term layoff, the employer will provide the employee and the Union with written notice of short-term layoff in accordance with the *Employment Standards Act*.

13.02 Definition of Layoff

Layoffs, under the provisions of this Collective Agreement, shall include the elimination of a position and a reduction of the daily or weekly scheduled hours of any full-time or part-time Employee.

13.03 Notice of Layoff

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

- a) Provide the Union with at least eight (8) weeks written notice prior to its implementation. This notice is not in addition to required notice for individual Employees.
- b) Provide affected Employees with at least eight (8) weeks written notice of layoff or pay in lieu.

Meet with the Union through the Labour Management Committee to review the reasons and expected duration of the layoff, any realignment of service or staff and its effect on Employees in the Bargaining Unit.

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

13.04 Layoff Procedure

An Employee who is subject to layoff shall have the right to either:

- a) Accept the layoff; or
- b) Opt to retire if eligible under the terms of the pension plan; or
- c) Displace an employee who has lesser bargaining unit seniority in a lower or identical paying classification if the employee originally subject to layoff is qualified for and can perform the duties without training other than orientation.

An employee who wishes to exercise his or her right to displace another employee with less seniority shall advise the Employer within four (4) days of the date of the notice of layoff issued by the Employer.

- d) For the purpose of the operation of clause (c) above, laid off full-time employees may displace part-time employees with lesser bargaining unit

seniority in a lower or identical paying classification however, laid off part-time employees shall not have the right to displace full-time employees in a lower or identical paying classification.

Laid off Part-time employees may displace part-time employees with lesser bargaining unit seniority in a lower or identical paying classification if the employee originally subject to layoff is qualified for and can perform the duties without training other than orientation.

13.05 Recall Rights

- a) An Employee shall have opportunity of recall from a layoff to an available opening in order of seniority, provided she meets the normal requirements of the job, and provided such opening is first posted under the job posting procedure, and has not been filled.
- b) No new employees shall be hired until all those laid off have been given an opportunity to return to work and have failed to do so or have been found unable to perform the work available.
- c) It is the responsibility of the Employee who has been laid off to notify the Employer of his or her intention to return to work within seven (7) calendar days after being notified to do so by registered mail, (which notification shall be deemed to have been received on the fourth date of mailing). 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.

ARTICLE 14 - HOURS OF WORK

14.01 Normal Hours

- a) The normal daily hours of work exclusive of a thirty (30) minute unpaid meal period, shall be seven and one-half (7½) hours per day and seventy-five (75) hours per pay period.
- b) Part-time Employees and Casual Employees may be required to work shifts of seven and one-half (7½) hours per day or less.

Part-time Employees and Casual Employees must work a minimum of five (5) hours in order to receive a thirty (30) minute unpaid meal period.

14.02 Days Off

Weekend days off shall be consecutive and shall be planned in such a way as to allow Employees every other weekend off. In no instance will an Employee be required to work more than six (6) consecutive days without receiving his or her day(s) off, unless mutually agreed, in writing, between the Employee and the Employer. This clause does not apply to part-time Employees who have indicated in writing their wish to work consecutive weekends.

Where part time staff is scheduled to work on a weekend that is attached to a stat holiday and there is work available on that stat holiday, they will be offered the available work in order of seniority.

14.03 Working Schedule

Schedules for a four (4) week period shall be posted in the department affected at least two (2) weeks in advance of the commencement of the schedule. Errors in the schedule will be corrected by the Employer as soon as possible.

Cancellation of Extra Shifts

An employee who has accepted additional shifts out of his or her regular schedule shall be granted a minimum of two (2) hours straight time pay in the event that her additional shift is cancelled within twelve (12) hours of the commencement of said shift.

14.04 Break Period

All Employees shall be permitted a paid fifteen (15) minute rest period both in the first half and the second half of an eight (8) hour shift in an area made available by the Employer.

14.05 Exchange of Shift(s)

Employees must give the Employer reasonable notice of any request to change a shift by utilizing the Shift Exchange Form, which must be submitted and approved prior to the exchange of shifts. Exchange of shift is subject to pre-approval by the Manager or designate. In any event, it is understood that such change in shift shall not result in any overtime payment or any other additional premiums.

14.06 Scheduling of Relief Shifts

The Employer shall schedule relief shifts in order of Seniority.

Casual, part-time and full-time employees working less than seventy-five (75) hours per pay period will provide their availability for relief shifts to the Scheduler one month prior to the commencement of the rotation.

Casual Staff is expected to be available for at least four (4) shifts, which include a minimum of two (2) weekend shifts per month.

If Casual staff do not provide their availability as outlined above, they will not be eligible for Article 14.07 Call in Shifts for that month.

14.07 Call in Shifts

Call in shifts which become available after the schedule has been posted.

Call in shifts will be offered in order of seniority to the employees within the available classification who have identified in writing that they wish to be available for call in shifts and provided that the overtime provisions are not triggered.

Shifts will be offered using the following procedure:

1. Shifts will be offered by mass text, email and app.
2. At the time of offering call in shifts, the Scheduler will indicate the deadline for call back

At the time of offering call in shifts, the Scheduler will indicate the deadline for call back in any text or email left for an employee.

14.08 Rotating Shifts

When rotating shifts, employees are to be allowed a minimum of twelve (12) hours off between the ending of one shift and the commencement of another shift. Where the Employer schedules the Employee and the twelve (12) hours is not granted, the Employee shall be paid at the rate of time and one-half (1½) for all hours worked on the next shift before which the Employee did not receive twelve (12) hours off. This premium does not apply where the Employee provides a written request or accepts the hours of work offered by seniority, but is not required to work.

14.09 Step Increase

All full-time Employees will be eligible for a step increase on their anniversary

date of hire in accordance with Appendix "A" – Wage Rates.

14.10 Staffing Emergencies

Where an Employee refuses to continue to work or return to work during an emergency which seriously affects the Employer's ability to provide adequate resident care, unless a satisfactory reason is given to the Employer, the Employee may be subject to disciplinary action.

14.11 Responsibility Allowance

On evening, night or weekend hours where no RN is working; or on paid holidays where no RN is working, and where an RPN is assigned by the employer to assume charge responsibilities for the entire facility, the RPN shall be paid an allowance of five dollars (\$5.00) per hour for each hour so assigned by the employer.

14.12 Reporting Pay

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

14.13 Preceptorship Premium

A Preceptor Premium at one dollar (\$1.00) per hour will be paid for all hours that an employee has been assigned preceptor duties for students. The employer reserves the right to determine the selection of preceptor, with consideration of skills, ability and seniority. An employee must agree to be a student preceptor prior to the employer assigning the student.

ARTICLE 15 - OVERTIME AND SHIFT WORK

15.01 Overtime Defined

Overtime shall be offered in order of seniority

All time worked beyond the normal work day, the normal pay period, or on a holiday shall be considered as overtime.

At the change of shift, there will normally be additional time required for reporting by the RPN classification which shall not be considered overtime, up to a maximum of fifteen (15) minutes' duration at the end of each shift.

Should the reporting time extend beyond fifteen (15) minutes, however, the entire period shall be considered overtime for the purposes of payment under Article 15.

15.02 Overtime Rates

Overtime rates for full-time Employees shall apply for work as follows:

- a) On a regular work day - time and one-half (1½) after seven and one-half (7½) hours in any one day or shift or any hours worked beyond the regularly scheduled seventy-five (75) hours per pay period.
- b) On a paid holiday when the Employee works - time and one-half (1½) for each hour worked on that day plus public holiday pay or another day off with pay at a time mutually agreeable between the Employee and the Employer. The "Save Stat" Form must be completed before the end of the pay period in which the holiday arose in order to indicate the preference of the Full-Time Employee to be paid out.
- c) All time worked on day other than employees regular work day shall be considered as overtime.

Otherwise, the Employee shall receive payment in the same pay period. Banked statutory holiday time must be taken within one hundred twenty (120) calendar days of being earned and at a time mutually agreed upon between the Employee and the Employer.

15.03 No Layoff to Compensate for Overtime

Employees shall not be required to layoff during regular hours to equalize any overtime worked.

15.04 Overtime for Part-Time and Casual Employees

Part-time and Casual Employees who are required to work longer than the regular seven and one half (7½) working day exclusive of a thirty (30) minute eating period, shall be paid at the rate of time and one half (1½) for the hours so worked.

Part-time and Casual Employees who work on paid holidays will be compensated at a rate of time and one half (1 ½) for all hours worked on the paid holiday.

15.05 Minimum Call-Back Time

A full-time Employee who has worked his or her regularly scheduled shift and who is called back and required outside his or her regularly scheduled hours shall be paid for a minimum of three (3) hours at overtime rates.

15.06 No Pyramiding of Overtime

Overtime shall be based on the Employee's regular rate of pay and there shall not be pyramiding of overtime and any other premium under this Agreement.

15.07

Full-time and part-time employees may request to bank any shifts of more than 7.5 hours or 75 hours in a pay period into an overtime bank. A maximum of 22.5 hours may be banked. Overtime in excess of 22.5 hours shall be paid at the time that it is earned. Employees may request to utilize time from the overtime bank as a payment, or as paid time off at a time that is mutually agreed upon by the Employer and the employee. Paid time off must be taken in full shifts.

ARTICLE 16 - HOLIDAYS

16.01 List of Holidays

The Employer recognizes the following as paid holidays:

New Year's Day	Civic Holiday (August)
Family Day	Labour Day
Good Friday	Thanksgiving Day
Easter Monday	Christmas Day
Victoria Day	Boxing Day
Canada Day	Float Day

16.02 Holidays on Day Off

When any of the above noted holidays fall on a full-time Employee's scheduled day off, the Employee shall receive another day off with pay within one hundred twenty (120) days of the paid holiday at a time mutually agreed upon between the Employee and the Employer.

16.03 Christmas or New Year's Off

The holiday schedule shall provide that every full-time employee shall have either Christmas Day or New Year's Day off and will alternate from year to year.

The Manor will provide each Employee that indicates an interest in writing on the appropriate form to the Scheduler, with at least three (3) consecutive days off in conjunction with either Christmas Day or New Year's Day. To accommodate this scheduling, the parties agree to waive scheduling requirements (including weekends off, consecutive days off and number of consecutive shifts worked) during the period from December 15 to January 15.

Preferences for days of work and days off at Christmas and/or at New Year's must be submitted by October 15th and the Manor will post the work schedule covering the Christmas and New Year's period by November 15th.

In the event an employee indicates a preference to work Christmas Day and/or New Year's Day, at the employees written request noted on the Christmas availability form, the Employer may grant the request and the employee may be scheduled to work subject to operational needs and seniority shall be the determining factor.

16.04 Holiday Pay Qualifications

- a) In order to qualify for holiday pay, the Employee must work on his or her regular scheduled shift immediately preceding and immediately following the holiday unless on a paid leave approved by the Employer.
- b) An Employee otherwise eligible for a holiday pay, who is scheduled to work on one (1) of the designated holidays but does not report to work and work the full shift paid holiday as scheduled, shall forfeit his or her holiday pay or the particular holiday unless absent for a *bona fide* reason sufficient to the Employer or upon provision of a medical certificate.

16.05 Holiday Pay for Part-Time Employees

A part-time Employee shall receive holiday pay in accordance with the formula set out in the *Ontario Employment Standards Act*, as amended from time to time, for the hours normally scheduled to work on the above-noted holidays for which he or she qualifies for a paid holiday.

16.06 Saved Statutory Holiday

Employees who wish to utilize a saved statutory holiday must submit their

requests, in writing, to their immediate Supervisor fifteen (15) days in advance of the date requested off. The request to use the saved statutory holiday will be approved or declined within five (5) working days prior to the date being requested off. This request will not be unreasonably denied.

ARTICLE 17 - VACATIONS

17.01 Vacation Entitlement

a) Full-Time Employees

The Employer will provide full-time Employees with vacation pay as follows:

- i) Less than one (1) year of completed service to receive vacation pay in accordance with the Ontario *Employment Standards Act*.
- ii) One (1) to six (6) years of completed service to receive three (3) weeks of vacation with pay based upon Six Percent (6%) of wages and accumulated on the basis of 1.25 days per month of completed service.
- iii) Six (6) to fifteen (15) years of completed service to receive four (4) weeks of vacation with pay based upon Eight Percent (8%) of wages and accumulated on the basis of 1.666 days per month of completed service.
- iv) Fifteen (15) to years of completed service to receive five (5) weeks of vacation with pay based upon Ten Percent (10%) of wages and accumulated on the basis of 2.08 days per month of completed service.
- v) Twenty-three (23) years of completed service to receive six (6) weeks of vacation with pay based upon twelve percent (12%) of wages and accumulated on the basis of 2.5 days per month of completed service.

Effective January 9,2023, twenty-two (22) years of completed service to receive six (6) weeks of vacation with pay based upon twelve percent (12%) of wages and accumulated on the basis of 2.5 days per month of completed service.

b) Part-Time Employees and Casual Employees

Part-time and Casual Employees shall receive vacation entitlement on the basis of eighteen hundred (1800) hours paid equals one (1) year of service. Part-time and Casual Employees shall receive vacation pay on each paycheque based on a percentage of wages in accordance with service as calculated above.

17.02 Holidays During Vacation

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

17.03 Rate of Vacation Pay

Vacation pay for Employees shall be at the rate effective at the time of the vacation period.

17.04 Vacation Pay on Termination

An Employee terminating his or her employment at any time in his or her vacation year before he or she has taken his or her vacation shall be entitled to payment for any accumulated vacation in accordance with Article 17.01.

17.05 Vacation Entitlement - Transfer of Seniority and Service

- a) If a full-time Employee transfers to part-time, he or she shall be credited with eighteen hundred (1800) hours for each year of full-time service.
- b) If a part-time Employee transfers to full-time, he or she shall be credited with one (1) year for each eighteen hundred (1800) hours of part-time service.

17.06 Accrual Rates

Accrual rates change on the anniversary dates of Employees reaching each of the defined service plateaus.

17.07 Vacation Leave

An Employee earns but is not entitled to receive vacation leave during the first twelve (12) months of employment.

17.08 Vacation Scheduling

a) Vacation Scheduling Provisions

The following provisions shall apply to the scheduling and approval of vacation for employees:

1. Vacations shall be scheduled at times mutually convenient to the Employer and the employee, and once approved shall not be changed unless mutually agreed to by the employee and the Employer or in an emergency situation only when all other staffing options have been

- exhausted.
2. Employees will be given preference for their preferred times of vacation on the basis of seniority.
 3. The yearly vacation planner will be made available by February 1st in each department to enable employees to request in writing their preferred time(s) for vacation. The vacation planner will cover a twelve (12) month period, from June 1st of the current year up to and including May 31st of the next year. Employees will have until March 31st inclusive to submit their requests. Vacation schedules shall be posted by May 1st of each year to indicate which requests have been approved or denied pending coverage. Any request that is denied pending coverage must be approved or denied a minimum of ten (10) working days prior to the vacation date(s) being requested.
 4. The above-mentioned vacation planner requests shall have priority over any other requests made after March 31st.
 5. Subsequent to March 31st, employee vacation requests shall be granted on a first-come first-served basis for the 12 month period beginning June 1st of the current year up to and including May 31st of the next year.
 6. Subsequent to March 31st, should multiple vacation requests for the same period of time, be received on the same business day, any vacation approvals shall be granted on the basis of seniority.
 7. Employee requests after March 31st shall be identified as approved, denied pending coverage, or denied within five (5) working days, which excludes Saturdays, Sundays, and paid holidays. Any request that is denied pending coverage must be approved or denied a minimum of ten (10) working days prior to the vacation date(s) being requested.

b) **Peak Period Vacations**

Notwithstanding Article 17.08 (a) above, full-time and part-time Employees are restricted to scheduling a maximum of two (2) weeks during the months of July, August and September in accordance with seniority. If there are any weeks left in July and August after the two (2) weeks have been scheduled, then additional weeks will be granted in accordance with 17.08 a) above.

c) **Vacation Requests for December 23rd to January 2nd**

Requests for vacation time during the time period of December 23rd of one year to January 2nd of the year immediately following, will be scheduled in accordance with 17.08 a) above.

17.09 Earned Vacations

In accordance with 17.08 above and as far as is practical to do so, the Employer will make every effort to approve earned vacations at the times requested, provided that it does not conflict with Management's obligation to maintain an efficient workforce.

17.10 Unused Vacation

All vacation must be utilized by the end of the anniversary year following that in which it is earned. Any unused vacation will be scheduled in the last month of the anniversary year following that in which it was earned or will be paid out in the first pay period following the anniversary date.

Upon receipt of a special request for carryover of a maximum of five days vacation from one anniversary year to another, the Employer will consider the request in accordance with operational needs. Requests for carryover of vacation under this article shall be delivered in writing at least one (1) month in advance.

17.11 Vacations - Interruption

When a statutory holiday is observed during an Employee's annual vacation, the Employee will not record it as a day of annual leave but will observe it as a regular statutory holiday.

- i) Where an Employee's scheduled vacation is interrupted due to a serious illness and commenced before and continues into the scheduled vacation period, the period of such illness shall be considered sick leave provided the Employee provides satisfactory documentation of the illness.
- ii) Where a vacationing Employee becomes seriously ill, the period of such illness shall be considered sick leave provided that the Employee provides satisfactory documentation of illness.
- iii) The portion of the Employee's vacation which is deemed to be sick leave under the above provisions will not be counted against the Employee's vacation credits.

Serious illness is defined as an illness which requires the employee to receive ongoing medical care and/or treatments resulting in either hospitalization or which would confine the employee to their residence or to bed rest for more than three (3) days.

The employee requesting conversion from vacation leave to sick leave must provide satisfactory evidence of serious illness.

ARTICLE 18 - SICK LEAVE PROVISIONS

18.01 Sick Leave Definition

Sick leave means the period of time an Employee is permitted to be absent from work by virtue of being sick or disabled provided that the Employee has accrued sick leave credits available. Sick leave shall also be available to attend medical appointments where scheduling is not available during off-work hours. Sick credits shall be used in 4 hour increments and shall be capped at 16 hours. Employees absent from work because of an accident for which compensation is not payable under the *Workplace Safety & Insurance Act* shall be covered by these sick leave provisions.

18.02 Sick Leave Entitlement and Employment Insurance (E.I.) Sick Leave Top Up

a) Sick Leave Entitlement

Full-time Employees shall accumulate sick leave credits at the rate of one and one-half (1.5) days per month or eighteen (18) days per year. Sick leave credits are earned for each month in which a full-time Employee receives at least ten (10) days of pay from the Employer. Deductions shall be made from the unused portion of an Employee's accumulated sick leave credits at a ratio of one (1) day for each day of absence due to illness, or on an hourly basis for absences less than a full day. Sick leave credits shall be added on the last day of each month.

On January 1 of each year, the unused portion of an Employee's sick leave shall accrue to his or her future benefit to a maximum of twenty-four (24) days.

In case of illness of an immediate member of the family of an Employee (mother, father, mother-in-law, father-in-law, spouse, child or stepchild), where no other than the Employee can provide for the needs, the Employee shall be entitled, after notifying her supervisor, to use a maximum of twenty-two and one-half (22.5) hours of any accumulated sick leave entitlement that the Employee may have accrued.

These hours shall be deducted from the Employee's accumulated sick leave entitlement. Employees may be required to provide medical certification for any claims under this provision.

b) **Employment Insurance (E.I.) Sick Leave Top-Up**

The full-time Employee shall apply for sick leave benefits available under the *Employment Insurance Act* once his or her sick leave bank is exhausted. The Employer shall top-up *Employment Insurance* benefits applied for and received by the Employee in order to ensure that the Employee receives Seventy Percent (70%) of his or her regular weekly earnings for the period that the Employee remains entitled to benefits under the *Employment Insurance Act*.

18.03 Proof of Illness

For illnesses lasting more than three consecutive (3) scheduled working shifts, all Employees may be required to provide a medical certificate signed by the treating physician indicating that they have been examined during the period of illness. Employees who have utilized more than seven (7) days of uncertified sick leave in an anniversary year may be required to provide a medical certificate for any subsequent periods of illness at the discretion of the Employer.

18.04 Medical Certificate

If the Employer requires a sick leave certificate, and the Doctor charges the Employee for such certificate outside OHIP, the Employer will pay for the certificate to a maximum of \$25.00.

Where a medical status report is required by the Employer, the Employer will pay the cost upon receipt of proof of payment by the employee.

18.05 Sick Leave During Leave of Absence

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

18.06 Sick Leave Qualification

Employees shall accumulate sick leave credits for the purpose of this Article from the date of employment. An Employee may not use sick leave credits while on probation.

18.07 Sick Leave Records

A record of all unused sick leave will be kept by the Employer. The Employee

may request notification of accumulated sick leave not more than twice (2x) annually.

18.08 Employee Obligation to Provide Information

Employees are expected to cooperate in ensuring an early and safe return to work and may be required to provide information from the treating physician which includes any workplace limitations, restrictions and prognosis for the return to regular duties. Employees may be required to cooperate in an evaluation of their functional abilities at the discretion of the Employer.

18.09 Long-Term Disability

Full-time employees who are regularly scheduled to work sixty (60) hours or more bi-weekly, shall pay One Hundred Percent (100%) of the billed premium cost for the provision of a long-term disability benefit. Eligibility for participation and entitlement to such benefits will be in accordance with the governing rules and regulations of the plans of the insurance carrier.

18.10 Notification of Illness

Employees must notify the immediate Supervisor or designate directly at least five (5) hours prior to the commencement of the scheduled shift in order to advise of any illness that prevents them from working. The Employee shall provide a telephone number where he or she can be reached during the period of absence.

18.11 Early and Safe Return to Work Program

The Employer and the Union agree to facilitate, where available, early and safe, modified employment for Employees who have provided satisfactory evidence of permanent or temporary work-related or non work-related disabilities, as specified in the applicable legislation.

An accommodation committee will be in place to discuss the Employee's limitations. The committee will consist of one Employer designate, one Union designate and the Employee involved.

Accommodation shall be in keeping with WSIB, the Ontario Human Rights Code and this Collective Agreement.

The parties mutually agree that modified work and modified return to work are matters of mutual concern. The Employer shall notify the Union's designated modified work representative of any meetings to discuss the modified work program of a bargaining unit member at the same time as the bargaining unit member is so notified of the meeting time.

Upon request the Employer will provide the Union with copies of the WSIB Form 7 and with the expressed approval of the Employee, copies of the Function Abilities Form received from the injured or disabled worker's treating Physician.

An injured or disabled employee shall provide the employer with a Functional Abilities Form detailing any restrictions.

Union representatives shall not lose any pay as a result of the time spent in attendance at meetings under this article.

ARTICLE 19 – HEALTH AND SAFETY

19.01 Cooperation on Safety

The Union and the Employer shall cooperate in promoting and improving rules and practices which will provide protection from factors adverse to Employee health and safety.

A Joint Health and Safety Committee shall exist in the Manor pursuant to the terms and regulations of the *Occupational Health and Safety Act*, as amended from time to time.

19.02 Compliance with Health and Safety Legislation

The Employer, the Employees and the Union agree to abide by the provisions of the *Occupational Health and Safety Act* of Ontario and regulations as amended from time to time.

19.03 Joint Occupational Health and Safety Committee

A Joint Occupational Health and Safety Committee shall be established which is composed of an equal number of Union and Employer representatives, but with a minimum of three (3) Union and three (3) Employer members. At least one of the CUPE members of the committee will be certified and training will be provided by the Workers Health and Safety Centre or an equivalent, certified training centre. Training will be provided as required. The Joint Occupational Health and Safety Committee shall hold meetings every second month, or more frequently if requested by the Union or by the Employer for jointly considering, monitoring, inspecting, investigating, reviewing and improving health and safety conditions and practices. Minutes shall be taken of all meetings and copies shall be posted in the workplace and sent to the Employer and the Union.

19.04 Time Off for Health and Safety Training

Union members of the Health and Safety Committee shall be entitled to time off from work with no loss of seniority or earnings to attend educational courses and seminars sponsored by government agencies or the Union for instruction and upgrading on health and safety matters related to this workplace.

19.05 Joint Occupational Health and Safety Committee Pay Provision

Time spent by members of the Joint Occupational Health and Safety Committee for attending meetings of the Committee and carrying out their duties as Health and Safety representatives shall be considered as time worked and shall be paid for in accordance with the terms of this Agreement.

19.06 Monitoring

The Employer shall monitor the workplace to detect and record potential and actual health and safety hazards.

19.07 Safety and Health Reports, Records and Data

The Employer shall provide the Co-Chairs of the Health and Safety Committee with the documents related to any accident, incident or occurrence of an occupational disease that occurred at the worksite in the previous month. In addition, the Employer shall provide the Co-Chairs of the Committee with any other health and safety records in possession of the Employer, including records, reports and data provided to and by the Workers' Compensation Board and any other government departments and agencies. The Co-Chairs will maintain any employee identifying information in strict confidence and will not disclose it to anyone.

19.08 Access to the Workplace

Members of the Health and Safety Committee shall conduct an inspection of the worksite or parts thereof on a rotating basis at least once per month. No restriction shall be placed on this inspection.

In the event of an accident, an incident or an occupational health problem, members of the Health and Safety Committee shall be allowed to complete an investigation of the occurrence. The Committee will review the need for WHIMS training annually.

19.09 Violence Prevention and Control

The Employer agrees that no form of verbal, physical, sexual, racial or other

abuse of Employees will be condoned in the workplace.

- a) The Employer and the joint health and safety committee shall review and make recommendations with regard to violence prevention and control measures, procedures, practices, equipment and training for the health and safety of workers.
- b) At least once a year the violence prevention and control measures, procedures, practices, equipment and training shall be reviewed and revised in the light of current knowledge and practice.
- c) The review and revision shall be done more frequently than annually if:
 - i) The employer, on the advice of the joint health and safety committee or health and safety representative, if any, determines that such review and revision is necessary, or
 - ii) There is a change in circumstances that may affect the health and safety of a worker.
- d) The Employer will provide training on violence prevention and control measures, procedures, practices and equipment to all employees as part of a new employee's orientation.
- e) The Joint Occupational Health and Safety Committee will conduct initial and on-going risk assessments to determine violence prevention and control measures, procedures, practices, equipment and training.
- f) The Joint Health and Safety Committee will review compliance with violence prevention and control measures, procedures, practices, equipment and training during their physical inspection of the workplace.
- g) The JHSC will inspect an area affected by violence as frequently as recommended by the JHSC, to review compliance with violence prevention and control measures, procedures, practices, equipment and training.
- h) Employees involved in a critical incident will be given the contact information for the Employees Assistance Program immediately.

19.10 Influenza Vaccine

The parties agree that influenza and other vaccinations may be beneficial for patients and employees. Upon a recommendation pertaining to a facility or a specifically designated area(s) thereof from the Medical Officer of Health or in compliance with applicable provincial legislation, the following rules will apply;

- a) The Employer recognizes that employees have the right to refuse any required vaccination.
- b) If an employee refuses to take the vaccine required under this provision, she or he will be reassigned during the outbreak period, unless reassignment is not possible, in which case he or she will be placed on unpaid leave. If an employee is placed on unpaid leave, she or he can use banked lieu time or vacation credits in order to keep her or his pay whole.
- c) If an employee refuses to take the vaccine because it is medically contraindicated, and where a medical certificate is provided to this effect, she or he will be reassigned during the outbreak period, unless reassignment is not possible, in which case the employee will be paid. It is further agreed that any such reassignment will not adversely impact the scheduled hours of other employees.
- d) If an employee gets sick as a result of the vaccination, and applies for WSIB, the Employer will not oppose the claim.
- e) If the full cost of such medication is not covered by some other source, the Employer will pay the full or incremental cost for the vaccine and will endeavour to offer vaccinations during an employee's working hours. In addition, employees will be provided with information, including risks and side effects, regarding the vaccine.
- f) This clause shall be interpreted in a manner consistent with the *Ontario Human Rights Code*.

ARTICLE 20 - LEAVE OF ABSENCE

20.01 For Union Business

Representatives of the Union shall not suffer any loss of pay when required to leave their normal duties pursuant to Article 7.05 in order to carry out their responsibilities under the Collective Agreement.

20.02 Leave for Union Functions

Upon a minimum of fourteen (14) days written request to the Employer, Employees may be allowed a leave of absence with pay and benefits and without loss of seniority for the purpose of representing the Local at Union functions. Such a request shall not be unreasonably denied in accordance with operational requirements. The Local shall reimburse the Employer for receipt of such pay and benefits. Absences under these provisions shall not exceed forty (40) days in total per calendar year for all Employees in the

Bargaining Unit combined. It is agreed that no more than three (3) Employees from the Bargaining Unit may be granted this leave at one time.

20.03 Leave of Absence for Full-Time Union Duties

An Employee who is elected or selected for a full-time position with the Union shall be granted leave of absence without loss of seniority for a period of up to one (1) year. If an Employee chooses to continue benefits while on leave, he or she may do so at his or her own cost. If the Employee wishes to return earlier, upon three (3) weeks written notice to the employer, they will be returned to the position that they left.

20.04 Bereavement Leave

Upon the death of an Employee's spouse, mother, father, child or stepchild, an Employee shall be granted leave up to a maximum of five (5) days without loss of pay.

Upon the death of an Employee's step-parent, mother-in-law, father-in-law, brother, sister, brother-in-law, sister-in-law, legal guardian, grandparent, grandchildren, son-in-law or daughter-in-law, the Employee shall be granted leave up to a maximum of three (3) days without loss of pay.

Pay for such days of absence is limited to the days actually missed from work as per the Employee's scheduled working days.

An Employee shall be granted one (1) day bereavement leave without loss of pay to attend the funeral or equivalent service of his or her aunt or uncle, niece or nephew.

An Employee will not be eligible to receive payment under the terms of bereavement leave for any period in which he or she is receiving payments for holiday pay, vacation pay or sick leave.

Where it is necessary because of distance, the Employee may be provided additional unpaid personal leave at the Employer's discretion.

20.05 Pregnancy and Parental Leave

Pregnancy and parental leaves will be granted in accordance with the *Employment Standards Act of Ontario*, as amended from time to time.

1. Pregnancy Leave

- (a) (i) An Employee who is pregnant shall be entitled, upon application, to pregnancy leave and parental leave immediately thereafter. Pregnancy

leave shall be granted for seventeen (17) weeks as provided in the *Employment Standards Act*, and may begin no earlier than seventeen (17) weeks before the expected birth date.

The Employee shall give the Employer four (4) weeks notice, in writing, of the day upon which she intends to commence her leave of absence, unless impossible, and furnish the Employer with a certificate of a legally qualified medical practitioner stating that she is pregnant and giving the estimated day upon which delivery will occur.

- (ii) The Employee must have started employment with her Employer at least thirteen (13) weeks prior to the expected date of birth.
- (iii) The Employee shall give at least two (2) weeks' notice of her intention to return to work. The Employee may shorten the duration of the leave of absence requested under this Article upon giving the Employer four (4) weeks' notice of her intention to do so, and furnishing the Employer with a certificate of a legally qualified medical practitioner stating that she is able to resume her work.

Additional leave of absence may be taken under Article 20.05 (2) (i) parental leave.

- (b) Payments made according to the Supplementary Unemployment Benefit Plan will consist of the following below, and will begin after the E.I. waiting period is exhausted:
 - i) During the EI Maternity leave (pregnancy leave) benefit period, payment equivalent to the difference between the sum of the weekly EI benefits the Full time Employee is eligible to receive and seventy-five percent (75%) of the actual weekly rate of pay for her classification, which she was receiving on the last day worked prior to the commencement of the pregnancy leave.
- (c) An employee who does not apply for leave of absence under 20.05 1. a) i) and who is otherwise entitled to pregnancy leave, shall be entitled to and shall be granted leave of absence in accordance with 20.05 1. a) i) upon providing the employer, before the expiry of two (2) weeks after she ceased to work, with a certification of a legally qualified medical practitioner stating that she was not able to perform the duties of her employment because of a medical condition arising from her pregnancy, and giving the estimated day upon which, in her opinion, delivery will occur or the actual date of her delivery.
- (d) An Employee who intends to resume her employment on the expiration of the leave of absence granted to her under this Article, shall so advise the

Employer when she requests the leave of absence. If a full-time Employee returns to work at the expiry of the normal pregnancy or parental leave and the Employee's former permanent position still exists, the Employee will be returned to her former job and former shift if her shift was designated.

All Employees who fill vacancies as a result of the above absences shall likewise be returned to their former permanent positions.

- (e) When the Employer has suspended or discontinued operations during the leave of absence and has not resumed operations upon the expiry thereof, the Employer shall upon resumption of operations, reinstate the Employee to her employment or to alternate work in accordance with the established seniority system or practice of the Employer in existence at the time the leave of absence began and in the absence of such a system or practice shall reinstate the Employee in accordance with the provisions of Article 20.05 (1) (b).
- (f) Such absence is not an illness under the interpretation of this agreement, and sickly benefits cannot be used.
- (g) Credits for service for the purpose of salary increments, vacations, or any other benefit included and prescribed under the *Employment Standards Act* shall continue and seniority shall accumulate during the leave.
- (h) Upon expiry of seventeen (17) weeks pregnancy leave, an Employee may immediately commence parental leave, as provided under the parental leave provisions of this Agreement. The Employee shall give the Employer at least two (2) weeks' notice, in writing, that she intends to take parental leave.
- (i) For the purposes of parental leave the provisions under 20.05 1. a) d) e) f) g) and h) shall also apply.

The Employer will continue to pay its share of the contributions of the subsidized employee benefits, including pension, in which the Employee is participating for a period of up to sixty-one (61) weeks while the employee is on parental leave. Credits for service and seniority shall accumulate for a period of up to sixty-one (61) weeks while the Employee is on parental leave on the basis of what the employee's normal regular hours of work have been.

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

2. Parental Leave

- (a) 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 a child or the date the child first came into care or custody of the Employee, shall be entitled to parental leave.
- (b) 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 of some permanence with the parent of the child and who intends to treat the child as his or her own.
- (c) Parental leave must begin no later than seventy-eight (78) weeks after the day the child is born or comes into the custody care and control of the parent for the first time. For Employees on pregnancy leave, parental leave will begin immediately after pregnancy leave expires. Parental leave shall be granted for up to sixty-one (61) weeks in duration if the Employee also took pregnancy leave and sixty-three (63) weeks in duration if she did not.
- (d) An Employee requesting parental leave shall give the Employer four (4) weeks written notice of the date the leave is to begin.
- (e) An Employee may end his or her parental leave as set out in Article 20.05 (1) (a) (iii) above (or earlier) by giving the Employer written notice at least four (4) weeks before the last day of the leave.

20.06 Time Off for Elections

Employees who are entitled to vote shall be entitled to three (3) consecutive hours for the purpose of casting their vote. If their hours of work do not allow for those three (3) consecutive hours, the Employer shall allow the time for voting that is necessary to provide those three (3) consecutive hours with regular pay. The time that the Employer shall allow for voting is at the convenience of the Employer.

20.07 Jury or Court Witness Duty

The Employer shall grant leave of absence without loss of seniority to an Employee who serves as a juror or receives a subpoena to be a witness in any court proceeding where the Crown is a party. The Employer shall pay such an Employee the difference between his or her normal earnings and the payment he or she receives for jury service or court witness, excluding payment for travelling, meals, or other expenses. The Employee will present proof of service and the amount of pay received.

20.08 Education Leave

Where an Employee is required by the Employer to attend a course or workshop, the Employer agrees to pay any applicable fee and the Employer agrees to compensate such Employee for any scheduled hours missed as a result of attending the course. This provision does not apply to CPR Certification or Recertification.

Leave of absence with pay or without pay may be granted to Employees to attend educational meetings, courses or other events, which may be judged beneficial to the Employee's development, especially as it relates to his or her responsibilities with the Employer.

The Executive Director or his/her designate may grant a request for an unpaid leave of absence of up to a one (1) year period in order for the Employee to upgrade employment qualifications, provided that the Administrator receives at least one (1) month's notice in writing and that such leave may be arranged without undue inconvenience to the normal operations of the Manor. Applicants, when applying, must indicate the date of departure and specific date of return.

20.09 General Leave

The Employer may grant leave of absence without pay and without loss of seniority to any Employee requesting such leave for good and sufficient cause, such request to be in writing and approved by the Employer. In order to be approved, all General Leaves shall have a start and end date. Approval for leave shall not be unjustly withheld. Leaves granted under this provision shall be for a minimum of one (1) week and a maximum of one (1) year. It is understood that the intent of this provision is not to allow an Employee a leave of absence to pursue employment elsewhere.

20.10 Statutory Leaves

Employees shall be granted statutory leaves in accordance with the requirements of the *Ontario Employment Standards Act* as amended from time to time.

In 2019, the statutory leaves include pregnancy leave, parental leave, family medical leave, organ donor leave, family caregiver leave, critical illness leave, child death leave, crime-related child death or disappearance leave, emergency leave, declared emergencies, domestic or sexual violence leave, sick leave, bereavement leave, family responsibility leave, and reservist leave.

ARTICLE 21 - PAYMENT OF WAGES AND ALLOWANCES

21.01 Pay Days

The Employer shall pay salaries and wages by direct deposit every two (2) weeks in accordance with Appendix "A" attached hereto and forming part of this Agreement. On each pay day, each Employee shall be provided with an itemized statement of his or her wages and deductions.

21.02 Shift Differential and Weekend Premium

- a) The Employer agrees to pay a shift differential of sixty-five cents (\$0.65) per hour for all hours worked between the hours of 3:00 p.m. and 07:00 a.m.

Effective January 9, 2023, the Employer agrees to pay a shift differential of seventy cents (\$0.70) per hour for all hours worked between the hours of 3:00p.m. and 07:00 a.m.

- b) For the hours from Friday 11:00 p.m. to Sunday 11:00 p.m., all employees will be paid an additional premium of thirty-five cents (\$0.35) per hour.

Effective January 9th, 2023, for the hours from Friday 11:00 p.m. to Sunday 11:00 p.m., all Employees will be paid an additional premium of forty cents (\$0.40) per hour.

21.03 Standard Time/Daylight Savings Time

At the time of change from Standard Time to Daylight Savings Time or Daylight Savings Time to Standard Time, Employees shall be paid for a regular seven and one half-hour (7½) shift rather than the actual hours worked.

21.04 During Temporary Transfers

When an Employee temporarily substitutes in, or performs the principal duties of a higher paying position in the Bargaining Unit for a period in excess of one shift or more, the Employee shall be paid at the Step (Start, Year 1, Year 2) in that classification which corresponds to her level in her current classification.

When an Employee is temporarily assigned to a position paying a lower rate, his or her rate shall not be reduced.

21.05 Part-Time Compensation

Effective upon the date of ratification of this Agreement, part-time and casual

Employees will receive twelve percent (12%) of their gross earnings in lieu of Employee benefits.

ARTICLE 22 - WELFARE BENEFITS

22.01 Payment of Premiums

- a) The Employer shall pay One Hundred Percent (100%) of the premium cost of basic life insurance equivalent to one times (1x) the annual salary to a maximum of One Hundred Thousand Dollars (\$100,000.00) for all full-time Employees.
- b) The Employer agrees to pay One Hundred Percent (100%) of the single premium rate for all full-time Employees for the following coverage: Extended Health Care, Drug Plan, Vision Care and Dental Care

The Employer shall provide to each person a copy of the current information booklets for those benefits provided under this Article. The Union shall be provided with a current copy of the Master Policy. It is clearly understood that the Employer's obligation pursuant to this Collective Agreement is to pay the amount of premiums contracted for. Any issues with respect to the insurer acknowledging or honouring any claims are matters as between the Employee and the Insurer. The Employer reserves the right to change plans and/or carriers at its discretion and will notify the Union if it intends to change the Insurance Carrier.

22.02 Discontinuation of Benefits

In the event of an employee taking an approved leave of absence that is unpaid by the Employer, the Employer shall continue to pay its portion of premiums for Insured Benefit Plans, provided the Employee elects in writing and pays his or her share of benefit premiums to the Employer in the circumstances outlined below. Employees who are entitled to continue benefits shall be provided with an authorization form to deduct the premium from account for the entire period of the leave. The employee shall return the form within 15 calendar days of receipt for the amount required. Where the Employee fails to provide the cheques or where cheques are returned NSF, immediate discontinuation of benefits will result:

- i) While on pregnancy and parental leave and any other leave as required by the *Employment Standards Act*;
- ii) While receiving Workplace Safety & Insurance Board benefits for injury while in the employ of the Employer for up to two (2) years from the date of injury;

- iii) The first thirty (30) days of an approved leave of absence without pay;
- iv) While an employee is on sick leave (including the Employment Insurance period) or on Long Term Disability to a maximum of twenty-four (24) months from the time that the absence commenced;
- v) While on layoff, for the month in which the layoff occurs.

22.03 Nursing Homes and Related Industries Pension Plan

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

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

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

- i. The straight time component of hours worked on a holiday
- ii. Holiday pay, for the hours not worked
- iii. Vacation pay
- iv. Paid sick leave
- v. Bereavement leave
- vi. Jury duty
- vii. Negotiations and grievance meetings

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

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

02 Effective October 1, 2007 until December 31, 2007 each eligible Employee covered by this Collective Agreement shall contribute for each pay period an amount equal to three per cent (3%) of applicable wages to the Plan. The Employer shall contribute on behalf of each eligible employee for each pay period, an amount equal to three per cent (3%) of applicable wages to the plan.

Effective January 1, 2008 until September 17, 2008, each eligible employee covered by this Collective Agreement shall contribute for each pay period an amount equal to three and one half per cent (3.5%) of applicable wages to the Plan. The Employer shall contribute on behalf of each eligible employee for each pay period, an amount equal to three and one half per cent (3.5%) of applicable wages to the Plan.

Effective September 18, 2008, each eligible employee covered by this Collective Agreement shall contribute for each pay period an amount equal to four per cent (4%) of applicable wages to the Plan. The Employer shall contribute on behalf of each eligible employee for each pay period, an amount equal to four per cent (4%) of applicable wages to the Plan.

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

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

- 03 The Employee and the Employer contributions shall be remitted by the Employer to the Plan within thirty (30) days after the end of the calendar month in which the pay period ends for which the contributions are attributable.
- 04 The Union acknowledges and agrees that other than the sole obligation to make contributions to the Plan as set out by the terms of the Collective Agreement, the Employer has no liability, directly or indirectly to provide or to fund the benefits established by this Plan.

The Union and the Employer acknowledge and agree that under current pension legislation and/or regulations, the Employer has no requirement to fund any deficit in the Plan, but is required to contribute only that amount as required by the collective agreement in force between the parties.

It is understood and agreed by the Employer and the Union that should the current pension legislation or regulations be changed so that the Employer's obligation to contribute to the Plan exceeds the amount specified in the collective agreement then in force, the parties will meet directly to finalize methods to relieve the Employer of this increased obligation to the extent that any such obligations exceed that which the Employer would have if the Plan were a defined contribution plan.

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

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

i. To be provided once only at Plan commencement:

- Date of hire
- Date of birth
- Date of first contribution
- Seniority List to include hours from date of hire to Employer's fund entry date (for the purpose of calculating past service credit)

ii. To be provided with each remittance:

- Name
- Social Insurance Number
- Monthly remittance
- Pensionable earnings
- YTD pension contributions
- Employer portion of arrears owing due to error, or later enrolment
by the Employer

iii. To be provided once, and if status changes:

- Full address as provided to the Employer by the employee
- Termination date when applicable (MMDDYY)

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

- Gender
- Marital status

Any additional information requests, beyond that noted above, may be provided, if possible, by the Employer at the expense of the Plan, unless the Employer is obligated by law to provide the information.

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

22.04 Employment Insurance

All Employees shall be covered by the provisions of the Employment Insurance System.

22.05 Employee and Family Assistance Program (EFAP)

The employer shall provide to all employees TSA's plan for EFAP services.

ARTICLE 23 – WORKPLACE SAFETY AND INSURANCE BOARD (WSIB)

- 23.01** All employees shall be covered by the Workers Safety and Insurance Act.
- 23.02** An employee receiving payment for compensable injury or illness under WSIB shall accumulate seniority as set forth in the Workplace Safety and Insurance Act.
- 23.03** While on WSIB benefits, the Employer shall continue to pay its share of all premiums for employee benefit plans, based on one hundred percent (100%) of the earnings as set forth in the Workplace Safety and Insurance Act.
- 23.04** Employees will have access to employer-paid sick leave and/or employee sick bank and/or Short-Term Disability benefits and or Long-Term Disability (LTD) until such time as the employee's claim for benefits, including appeal, is determined by the WSIB.

ARTICLE 24 - GENERAL CONDITIONS

24.01 Bulletin Board

The Employer shall provide a bulletin board which shall be placed so that all Employees will have access to it and upon which the Union shall have the right to post notices of meetings and such other notices as may be of interest to the Employees. All postings must be authorized in advance of posting by initial of the Director of Care or Executive Director.

24.02 Overtime Meal Allowance

Employees required to work two (2) consecutive shifts shall be provided with a meal ticket by the Employer.

24.03 Uniform Allowance

Employees shall be provided with a uniform allowance for uniforms which they are required to wear while on duty. Only Employees who have completed the probationary period are eligible for such allowance. The allowance shall be issued to Employees the first pay in February of each year.

Part-time and Casual employees who have worked 1800 hours or more in the previous twelve (12) months, shall receive a uniform allowance of one hundred and thirty dollars (\$130.00).

Full-time employees shall receive a uniform allowance of one hundred and thirty dollars (\$130.00).

Part-time and Casual Employees who have worked less than 1800 hours in the previous year shall receive prorated uniform allowance based on their worked hours in the previous twelve (12) month period.

This allowance shall be pro-rated for Employees who commence employment during the year and who pass probation.

24.04 Copies of Agreement

The parties shall split the costs of preparing the Collective Agreement and the cost of printing. The Agreement shall be provided to the other party for purposes of execution within sixty (60) days of ratification of the Agreement or receipt of the arbitration award.

24.05 Plural or Masculine Terms May Apply

Whenever the singular or feminine is used in this Agreement, it shall be considered as if the plural or masculine has been used where the context of the party or parties hereto so require.

24.06 Progression

Full-time Employees within their classification will progress from the Start Rate to the One Year Rate and so on, on the basis of continuous years of service.

Part-time and Casual Employees within their classification will progress from the Start Rate to the One Year Rate and so on, on the basis of eighteen hundred (1800) paid hours.

24.07 Job Descriptions

The Employer shall make available to the Union, on request, job descriptions of positions in the Bargaining Unit.

24.08 Definition of Employees

A Full-time Employee shall mean an Employee who is regularly scheduled to work more than fifty (50) hours bi-weekly.

A Part-time Employee shall mean an Employee who is regularly scheduled to work less than fifty (50) hours bi-weekly.

A Casual Employee is a part-time employee who is called in as required and has no scheduled hours and may elect to work or not, other than as specifically required in this agreement.

24.09 Transfers or Reclassifications

If an Employee transfers or is reclassified to a higher rated job classification, the Employee shall receive the rate of the new classification that is immediately above the old rate the Employee is leaving. Progression on the salary grid from the date of the transfer or reclassification will be as per Article 21.04.

24.10 New Classifications

When a new classification in the Bargaining Unit not covered by Appendix "A" is established by the Employer, the Employer shall determine the rate of such new classification and shall advise the Union of the same. If the Union disagrees with the rate established by the Employer, the Union may request a meeting with the Employer to endeavour to negotiate a mutually satisfactory rate of pay. Such request shall be made within two (2) calendar weeks after receipt of notice from the Employer of such new classification and the rate of pay. Where the Union and the Employer are unable to agree to the new rate, the matter may be referred to arbitration as provided in this Agreement within three (3) calendar weeks following the meeting. The decision of the Arbitrator or Board of Arbitration shall be based on the relationship established by comparison with the rates of other classifications in the Bargaining Unit having regards to the duties and responsibilities involved.

Any change in the rate established by the Employer as mutually agreed upon by the parties or awarded by an Arbitrator or Board of Arbitration shall be retroactive to the date that the affected Employees commenced work in the new classification.

24.11 Payroll Errors

If the Employer makes a payroll error such that an Employee covered by this Agreement has not received wages earned in any bi-weekly pay period amounting to five and one-half (5.5) hours or more at his or her regular rate of pay, the error will be adjusted within three (3) payroll department business days from the date that the department head was advised of the error. Errors of less than this amount will be corrected on the Employee's next regular pay.

If the Employer makes an error in an Employee's favour of a day's pay or more for that Employee, the overpayment will be deducted on the pay period following the date that the error is discovered.

If an Employee fails to swipe in or out for a scheduled shift which results in a payroll error, that error will be corrected on the Employee's next regular pay.

Employees will not be required to swipe for break periods identified in Article 14.04

24.12 Proof of Registration

An RPN is required to present to the Director of Resident Care or designate on or before January 15th of each year, evidence that his or her General Certificate of Registration is in good standing and currently in effect. Such time will be extended for reasons where the College of Nurses of Ontario permits the RPN's General Certificate of Registration to remain in effect. If the RPN's General Certificate of Registration is not provided by the RPN by January 15th, the RPN will be placed on non-disciplinary suspension without pay. If the RPN presents evidence that his or her General Certificate of Registration has been reinstated, he or she shall be reinstated to his or her position effective upon presenting such evidence. Failure to provide evidence within thirty (30) calendar days of the RPN being placed on non-disciplinary suspension by the Employer will result in the RPN being deemed to be no longer qualified and the RPN shall be terminated from the employ of the Employer. Such termination shall not be the subject of a grievance or arbitration.

ARTICLE 25 - TECHNOLOGICAL CHANGES

25.01 Technological Changes

The Employer undertakes to notify the Union in advance so far as practicable, of any technological changes which the Employer has decided to introduce which will significantly change the status of Employees within the Bargaining Unit.

The Employer agrees to discuss with the Union the effect of such technological changes on the employment status of Employees and to consider practical ways of minimizing the adverse effect, if any, upon Employees concerned.

ARTICLE 26 - TERMS OF AGREEMENT

26.01 Terms of Agreement

This Agreement shall be binding and remain in effect from September 20, 2022, until September 19, 2025, in accordance with the terms of the Agreement between the parties and shall continue from year to year thereafter unless either party gives to the other party notice in writing at least three (3) months prior to the expiration date in each year that it desires its termination or amendment.

26.02 Notice of Changes

During the life of this Agreement, any changes to the terms of this Agreement shall be by mutual agreement of the parties in writing.

Either party desiring to propose changes or amendments to this Agreement shall, ninety (90) days prior to the termination date, give, in writing to the other party, notice of the changes or amendments proposed. The parties shall meet within fifteen (15) days from the giving of notice or within such further period as the parties agree upon to bargain in good faith and make every reasonable effort to effect a renewed Collective Agreement.

26.03 Retroactivity

Any retroactivity owing will be paid out to all present and past Employees who were in the employ of the Employer on or after September 19, 2021 within sixty days (60) of the date of the Arbitration award on a separate cheque.

Wages to be effective and retroactive to September 19, 2021. All other provisions unless otherwise specified in the Collective Agreement to be effective on January 9th, 2023 (the date of the arbitration award).

SIGNED at Ottawa, this __ day of _____, 2024.

On behalf of the Canadian Union of
Public Employees and its Local 4592:

On behalf of the Salvation Army
Ottawa Grace Manor:

<u>Charmaine Jerry</u> Charmaine Jerry (Nov 15, 2024 08:39 EST) Charmaine Jerry	<u>Josie Delpriore</u> Josie Delpriore (Nov 12, 2024 18:44 EST) Josie Delpriore
<u>Cindy Allen</u> Cindy Allen (Nov 16, 2024 07:38 EST) Cindy Allen	<u>Cameron McCallum</u> Cameron McCallum (Nov 13, 2024 07:48 EST) Cameron Mccallum
<u>Barsha Chhetri</u> Barsha chhetri (Nov 12, 2024 20:11 EST) Barsha Chhetri	<u>Karen Dolan</u> Karen Dolan (Nov 12, 2024 15:55 EST) Karen Dolan
<u>Drew Haughton</u> Drew Haughton (Nov 14, 2024 16:12 EST) Drew Haughton	<u>Lynne Wigmore</u> Lynne Wigmore (Nov 20, 2024 15:29 EST) Lynne Wigmore

mh:cope491

APPENDIX “A” WAGES

Cupe wage grid Sept 23-25					
	<u>19-Sep-22</u>	<u>19-Sep-23</u>	<u>Aug 6 2024</u>	<u>19-Sep-24</u>	<u>19-Sep-25</u>
Group 1					
	\$20.83	\$21.56		\$22.31	\$23.09
Housekeeper	\$21.03	\$21.77		\$22.53	\$23.32
	\$21.44	\$22.19		\$22.97	\$23.77
Group 2					
Janitor/Dietary	\$21.57	\$22.32		\$23.11	\$23.92
	\$21.76	\$22.52		\$23.31	\$24.13
	\$22.17	\$22.95		\$23.75	\$24.58
Group 3					
Certified Cook	\$24.71	\$25.57		\$26.47	\$27.40
	\$24.94	\$25.81		\$26.72	\$27.65
	\$25.45	\$26.34		\$27.26	\$28.22
Group 4					
Prep Cook	\$22.35	\$23.13		\$23.94	\$24.78
	\$22.55	\$23.34		\$24.16	\$25.00
	\$23.00	\$23.81		\$24.64	\$25.50
Group 5					
PSW	\$26.21	\$27.13		\$28.08	\$29.06
	\$26.40	\$27.32		\$28.28	\$29.27
	\$26.80	\$27.74		\$28.71	\$29.71
Group 6					
RPN	\$28.29	\$29.28	\$31.28	\$32.37	\$33.51
	\$28.56	\$29.56	\$31.56	\$32.66	\$33.81
	\$29.06	\$30.08	\$32.08	\$33.20	\$34.36
Group 7					
Program Aide/Maintenance/ Restorative	\$23.21	\$24.02		\$24.86	\$25.73
	\$23.40	\$24.22		\$25.07	\$25.94
	\$23.80	\$24.63		\$25.50	\$26.39
	<u>19-Sep-22</u>	<u>19-Sep-23</u>	<u>Aug 6 2024</u>	<u>19-Sep-24</u>	<u>19-Sep-25</u>

Group 8					
Uncertified cook					
	\$22.86	\$23.66		\$24.49	\$25.35
	\$23.06	\$23.87		\$24.70	\$25.57
	\$23.51	\$24.33		\$25.18	\$26.07
Group 9					
RAI Coordinator	\$29.70	\$30.74	\$32.74	\$33.89	\$35.07
	\$29.98	\$31.03	\$33.03	\$34.19	\$35.38
	\$30.51	\$31.58	\$33.58	\$34.75	\$35.97

LETTER OF UNDERSTANDING

between

SALVATION ARMY GRACE

and

CUPE LOCAL 4592

Re: Seniority

Seniority for full-time Employees is calculated differently than it is for part-time Employees.

Full-time Employees accrue seniority as a function of their length of service. Two (2) examples are illustrative. Assuming that today is March 27, 2003 or the 86th day of 2003, a full-time Employee hired on March 27, 2001 would have exactly 2.0 years of seniority. Similarly, a full-time Employee hired on January 1, 2001 would have 2.2356 years of seniority, rounded to 2.2 years (86 divided by 365 equals 0.2356 or 2.2 rounded to a single decimal space).

A seniority list will be published showing date of hire and years of service. Assuming the Employees described above are John Doe and Jane Smith respectively, the seniority list would appear as follows:

<u>NAME</u>	<u>DATE OF HIRE</u>	<u>YEARS OF SERVICE</u>
Jane Smith	January 1, 2001	2.2
John Doe	March 27, 2001	2.0

For part-time Employees, seniority accrues on the basis of hours worked. However, to ensure that this system does not allow for accrual on a more rapid basis than the system for full-time Employees, Article 11.01 contains the following proviso: "*However, a part-time Employee shall not accumulate in excess of one (1) year of seniority in any calendar year.*"

The Collective Agreement language requires that a conversion be done from hours worked to years of service in order that full-time Employees and part-time Employees may be compared with regard to the seniority. That conversion is from hours worked to years of service based on 1800 hours paid representing one (1) year of service. It is important to note that this conversion is not transitive. Full-time Employees do not have years of service converted to hours paid.

Again, an example is illustrative. Bob Brown was hired on October 3, 1999 as a part-time Employee. Since that time, Bob has accumulated 2436 hours worked. At no time did Bob accumulate more than one (1) year of service in any calendar year.

Consequently, his years of service, for seniority purposes, would be 2436 divided by 1800 or 1.3533, rounded to 1.4 for the purposes of the seniority list. His addition to the aforementioned seniority list would result in the following list:

<u>NAME</u>	<u>DATE OF HIRE</u>	<u>YEARS OF SERVICE</u>
Jane Smith	January 1, 2001	2.2
John Doe	March 27, 2001	2.0
Bob Brown	October 3, 1999	1.4

The final example is to show an Employee who was hired into a part-time position and then, with no break in employment, becomes full-time. Jill Jones was hired on December 17, 2000 as a part-time Employee. During her time as a part-time Employee she accumulated 1480 hours worked. On January 15, 2002, Jill became full-time and has been full-time ever since. For seniority purposes, her calculated service as a part-time Employee is added to her service as a full-time Employee. 1480 divided by 1800 equals 0.8222. Service between January 15, 2002 and March 27, 2003 equals one (1) year and seventy-one (71) days or 1.1945 years. Add these together and you get 2.0167, rounded to 2.0 for the seniority listing. Putting her on the aforementioned seniority list results in the following:

<u>NAME</u>	<u>DATE OF HIRE</u>	<u>YEARS OF SERVICE</u>
Jane Smith	January 1, 2001	2.2
John Doe	March 27, 2001	2.0
Jill Jones	December 17, 2000	2.0
Bob Brown	October 3, 1999	1.4

Please note that the use of the term service as it appears herein is for the purpose of calculating seniority only.

SIGNED at Ottawa, this __ day of _____, 2024.

On behalf of the Canadian Union of
Public Employees and its Local 4592:

On behalf of the Salvation Army
Ottawa Grace Manor:

<p><u>Charmaine Jerry</u> Charmaine Jerry (Nov 15, 2024 08:39 EST) Charmaine Jerry</p>	<p><u>Josie Delpriore</u> Josie Delpriore (Nov 12, 2024 18:44 EST) Josie Delpriore</p>
<p><u>Cindy Allen</u> Cindy Allen (Nov 16, 2024 07:38 EST) Cindy Allen</p>	<p><u>Cameron McCallum</u> Cameron McCallum (Nov 13, 2024 07:48 EST) Cameron Mccallum</p>
<p><u>Barsha Chhetri</u> Barsha chhetri (Nov 12, 2024 20:11 EST) Barsha Chhetri</p>	<p><u>Karen Dolan</u> Karen Dolan (Nov 12, 2024 15:55 EST) Karen Dolan</p>
<p><u>Drew Haughton</u> Drew Haughton (Nov 14, 2024 16:12 EST) Drew Haughton</p>	<p><u>Lynne Wigmore</u> Lynne Wigmore (Nov 20, 2024 15:29 EST) Lynne Wigmore</p>

LETTER OF UNDERSTANDING

between

SALVATION ARMY GRACE

and

CUPE LOCAL 4592

Re: Article 16.03 Christmas or New Year’s Off

The parties agree that it is advantageous to provide employees with additional time off at Christmas or New Years, to the extent that it is operationally possible. To this end, the Employer will endeavour to provide four (4) consecutive days off in conjunction with either Christmas Day or New Years Day. The parties agree to meet in labour management to discuss its implementation in advance of the posting of the Christmas schedule.

SIGNED at Ottawa, this __ day of _____, 2024.

On behalf of the Canadian Union of Public Employees and its Local 4592:

On behalf of the Salvation Army Ottawa Grace Manor:

<u>Charmaine Jerry</u> Charmaine Jerry (Nov 15, 2024 08:39 EST) Charmaine Jerry	<u>Josie Delpriori</u> Josie Delpriori (Nov 12, 2024 18:44 EST) Josie Delpriori
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LETTER OF UNDERSTANDING

between

SALVATION ARMY GRACE

and

CUPE LOCAL 4592

Re: Education Leave

Employees are required to complete all mandatory courses directed by the Government, administered through Surge Learning, on an annual basis. Employees will be compensated at their straight time hourly rate for the Surge Learning allocated periods of time by classification.

The Employer will provide the Union with Surge Learning Status Reports on a bi-annual (2x per year) basis beginning October 1, 2017.

SIGNED at Ottawa, this ____ day of _____, 2024.

**On behalf of the Canadian Union of
Public Employees and its Local 4592:**

**On behalf of the Salvation Army
Ottawa Grace Manor:**

<u>Charmaine Jerry</u> Charmaine Jerry (Nov 15, 2024 08:39 EST) Charmaine Jerry	<u>Josie Delpriore</u> Josie Delpriore (Nov 12, 2024 18:44 EST) Josie Delpriore
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