

COLLECTIVE AGREEMENT

between

ROTHWELL HEIGHTS RESIDENCE

and

**CANADIAN UNION OF PUBLIC EMPLOYEES
AND ITS LOCAL 3317**

EXPIRING DECEMBER 31, 2022

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ARTICLE 1 - PREAMBLE

1.01 It is the purpose of both parties to this Agreement:

- 1) To maintain and improve the harmonious relations and settled conditions of employment between the Residence and the Union;
- 2) To recognize the mutual value of joint discussions and negotiations in all matters pertaining to working conditions, employment, service, etc.;
- 3) To encourage efficiency in operation;
- 4) To promote the morale, well-being and security of all the employees in the bargaining unit represented by the Union.

1.02 It is now desirable that methods of bargaining and matters pertaining to the working conditions of employees in the bargaining unit of the Union be set forth herein.

ARTICLE 2 - MANAGEMENT RIGHTS

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

- a) to determine and establish standards and procedures for the care, welfare, safety and comfort of the residents of the Residence;
- b) to maintain order, discipline, efficiency and in connection therewith to establish and enforce reasonable rules, regulations, policies and practices from time to time to be observed by its employees; such rules will be posted on the employee's bulletin board with a copy supplied to the Union Committee. The Residence reserves the right to amend or introduce new rules from time to time, copies of which are to be posted on the bulletin board with copies to be supplied to the Union Committee;
- c) to hire, transfer, layoff, recall, promote, demote, classify, assign duties, discharge, suspend, or otherwise discipline employees for just cause, provided that a claim of discriminatory transfer, promotion, demotion, or classification or a claim that an employee has been discharged or disciplined without just cause, may be the subject of a grievance and dealt with as hereinafter provided;

- d) to have the right to plan, direct and control the work of the employees and the operations of the Residence;
- e) to exercise the regular and customary management functions of an Employer except those rights, powers, functions or authorities which are specifically abridged or modified by this Agreement.

ARTICLE 3 - SCOPE AND RECOGNITION

3.01 Bargaining Unit

The Employer recognizes the Canadian Union of Public Employees, as the sole and exclusive collective bargaining agent for all its employees at Rothwell Heights Residence, save and except supervisors, persons above the rank of supervisor, professional medical staff, graduate and undergraduate nurses, office, clerical and technical staff, persons regularly employed for not more than twenty-four (24) hours per week and students employed during the school vacation period.

3.02 The Employer undertakes that it will not enter into any other agreement or contract with those employees for whom the Union has bargaining rights either individually or collectively which will conflict with any of the provisions of this Agreement.

3.03 The word "employee" or "employees" as used in this Agreement shall mean the employees referred to in Article 3 of this Agreement which employees are within the bargaining unit and for whom the Union is recognized as the bargaining agent.

3.04 In representing an employee or group of employees, an elected or appointed representative of the Union shall be the spokesperson. In order that this may be carried out the Union will supply the Employer with the names of its officers. Likewise, the Employer shall supply the Union with a list of its supervisory personnel with whom the Union may be required to transact business.

3.05 Work of the Bargaining Unit

Persons whose jobs are not in the bargaining unit shall not work in any position which is included in the bargaining unit to such an extent that it results in the layoff of a bargaining unit employee, except:

- a) in cases of emergency;
- b) when instructing other employees;

- c) when performing experimental work; or
- d) when regular employees are not available.

Nothing in this Article shall prevent relatives of Residents from attending, on a voluntary basis, the resident to whom they are related.

The parties recognize that agencies, co-op students, volunteers, and individuals in the community provide services to the residents of the Employer, in addition to those provided by bargaining unit members. The parties agree that the provision of these services is not a violation of this Collective Agreement.

ARTICLE 4 - NO DISCRIMINATION

- 4.01** Each of the parties hereto agrees that there shall be no discrimination, interference, restriction, or coercion exercised or practiced with respect to any employee in the matter of hiring, wage rates, training, up-grading, promotion, transfer, layoff, recall, discipline, classification, discharge or otherwise by reason of age, race, creed, colour, national origin, religion, political affiliation or activity, sexual orientation, sex, marital status or family relationship, or disability, nor by reason of her membership or non-membership or activity or lack of activity in the Union, or any other reason.

ARTICLE 5 - UNION SECURITY AND CHECK-OFF OF DUES

5.01 Union Membership

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

- 5.02** The Employer shall deduct from the pay of an employee an amount equal to the current union dues, initiation fees, or assessments levied by the Union. Such deductions shall be made on each bi-weekly pay. Dues deducted in the preceding month shall be remitted by the fifteenth (15th) day of the month following the deduction to the National Secretary-Treasurer of the Union. Union dues may be expressed in dollar amounts or percentage formula or a combination thereof. The Union, from time to time, shall notify the Employer in writing to indicate the current amount of such union dues, initiation fees or assessments.

The amounts remitted shall be accompanied by a list of names and social insurance numbers on whose behalf such remittance have been made.

The list shall also include the amounts deducted and the wages earned for each employee.

5.03 The Union will save the Residence harmless from any claims that may arise either from any deduction from wages in respect of check-off of monthly assessments or any action taken at the request of the Union.

5.04 Dues Receipts

At the same time that Income Tax (T-4) slips are made available, the Employer shall type in the amount of union dues paid by each employee in the previous year.

**ARTICLE 6 - EMPLOYER AND UNION SHALL ACQUAINT
POTENTIAL EMPLOYEES**

6.01 Potential Employees

The Employer agrees to acquaint potential employees with the fact that a Collective Agreement is in effect, and with the conditions of employment set out in the Articles dealing with Union Security and Dues Check-Off.

6.02 Copies of the Agreement

On commencing employment, the employee's immediate supervisor shall introduce the new employee to her Union Steward or Representative. The Steward or Representative will provide him/her with a copy of this Collective Agreement.

6.03 Interviewing Opportunity

A representative of the Union shall be given an opportunity to interview newly-hired employees within regular working hours at a mutually agreeable time with the Employer and the Union, without loss of pay, for a maximum of twenty (20) minutes for each group of such newly hired employees, during the third week of each month for the purpose of acquainting the new employees with the benefits and duties of union membership and their responsibilities and obligations to the Residence and the Union.

ARTICLE 7 - CORRESPONDENCE

- 7.01** All correspondence between the parties, arising out of this Agreement or incidental thereto, shall pass to and from the Administrator and the Secretary of the Union.
- 7.02** A copy of any correspondence between the Residences, or designate and any employee in the bargaining unit, pertaining to the interpretation, administration, or application of any part of this Agreement shall be forwarded to the Secretary of the Union or designate.

ARTICLE 8 - NO STRIKES OR LOCKOUTS

- 8.01** The Union agrees there shall be no strikes and the Employer agrees there shall be no lockouts so long as this Agreement continues to operate. The terms "strike" and "lockout" shall bear the meaning given them in the Ontario Labour Relations Act.

ARTICLE 9 - LABOUR-MANAGEMENT COMMITTEE

9.01 Establishment of Committee

A Labour-Management Committee shall be established consisting of not more than two (2) representatives each of the Union and the Employer. The Committee shall enjoy the full support of both parties in the interests of improved service to the residents and the public, and job security for the employees.

9.02 Function of Committee

The Committee shall concern itself with the following general matters:

- (a) matters of mutual concern and interest that would be beneficial if discussed at a Labour Management Committee during the term of the Agreement;
- (b) improving and extending services to the residents and the public;
- (c) promoting safety and sanitary practices;
- (d) reviewing suggestions from employees, questions of working conditions and service (but not grievances); and

- (e) notwithstanding the foregoing, the Committee shall meet for the purpose of discussing issues relating to the workplace which affect the parties or any employee bound by this Agreement.

9.03 Meetings of Committee

The Committee shall meet at least once every two (2) months at a mutually agreeable time and place. Its members shall receive a notice and agenda of the meeting at least forty-eight (48) hours in advance of the meeting. Employees who are members of the Committee shall not suffer any loss of pay for time spent at Committee meetings.

9.04 Chairperson of the Meeting

A representative each of the Employer and of the Union shall be designated as joint chairpersons, and shall alternate in presiding over meetings and preparing notices and agendas.

9.05 Minutes of Meetings

Minutes of each meeting of the Committee shall be prepared and signed by the joint chairpersons as promptly as possible after the close of the meeting. The Union and the Employer shall each receive two (2) signed copies of the minutes within one (1) week after they are prepared and signed.

9.06 Jurisdiction of Committee

The Committee shall not have jurisdiction over wages, or any other matter of collective bargaining, including the administration of this Agreement. The Committee shall not supersede the activities of any other committee of the Union or the Employer, and does not have the power to bind either the Union, its members or the Employer to any decisions or conclusions reached in its discussions. The Committee shall have the power to make recommendations to the Union and the Employer with respect to its discussions and conclusions.

ARTICLE 10 - LABOUR/MANAGEMENT RELATIONS

10.01 Union Bargaining Committee

- (a) It is agreed that the Union will elect or otherwise select a negotiating Committee consisting of up to two (2) employees. The Employer will pay the Committee members' normal daily wages for days the employees attend negotiations with the Employer.

- (b) All members of the committee shall be regular employees of the Residence who have completed their probationary period.
- (c) The Union will advise the Residence of the names of its officers and members of the Union Bargaining Committee. This list will be revised as changes occur.
- (d) No individual employee or group of employees shall undertake to represent the Union at meetings with the Residence without proper authorization of the Union.
- (e) The Union shall have the right at any time to have the assistance of representatives of the Canadian Union of Public Employees or any other advisors when dealing or negotiating with the Residence.
- (f) Employees serving on the Union's Negotiating Committee shall suffer no loss of pay for time spent in direct negotiations with the Employer, subject to Article 10.01 (a).
- (g) Where negotiation meetings occur on an employee's scheduled day off, she shall be provided with an alternative day off. Where an employee works shifts, her shift on the day of negotiations shall be deemed to be the day shift. However, there shall be no obligation on the Employer to pay a premium rate for time spent in negotiations.

10.02 Information Requests

Within twenty-one (21) days of a request in writing by the Union, the Employer shall make available to the Union job descriptions, job classifications, wage rates, lists of employees, employee benefit plans, employee manuals, and the Employer's rules, regulations, policies, practice and directives, provided that such information is necessary only for the purpose of collective bargaining with the Employer, and provided that said information has not already been forwarded to the Union.

10.03 Union Grievance Committee

The Employer will recognize a Union Grievance Committee which shall consist of a chief steward, and three (3) stewards, all selected from the members of the bargaining unit, not more than two (2) of which Committee members shall meet with the Employer at any one time. The Employer shall be advised of the names of the members of this Committee and shall be notified of any changes from time to time. Each such employee shall have a minimum of four (4) months seniority.

10.04 Permission to Leave Work

The Employer agrees that the Union stewards shall not be hindered, coerced, restrained or interfered with in any way in the performance of their duties, while investigating disputes or presenting adjustments with respect to this Agreement.

The Union recognizes that each Union Steward is employed on a full-time basis by the Employer, and agrees that they will not leave their work during working hours without first obtaining the permission of her supervisor. Such permission shall not be unreasonably withheld.

The Union shall have the right at any time to have the assistance of a Representative of the Union when dealing or negotiating with the Employer.

ARTICLE 11 - GRIEVANCE PROCEDURE

11.01 Definition of Grievance

A grievance shall be defined as any difference arising out of the interpretation, application, administration or alleged violation of this Collective Agreement, including any questions as to whether a matter is arbitrable.

11.02 All complaints and grievances shall be taken up in the following manner:

Step 1

An employee having a complaint shall refer it to her immediate supervisor within ten (10) working days of the actual occurrence giving rise to the complaint. The employee shall have the option of having her Steward present during such discussion. The supervisor shall reply to the employee, giving the answer to the complaint within five (5) working days from the date it was submitted.

Step 2

If further action is then to be taken, then within five (5) working days after the decision is given in Step 1, the employee, who may request the assistance of her steward, shall submit the grievance in writing to the Administrator. A meeting will then be held between the Administrator or her designated representative and the employee within five (5) working days. It is understood that at such a meeting the Administrator or her designated representative may have such counsel and assistance as she

may desire and that the employee may have her steward and that the representative of the Union may also be present at the request of either the employee or the Employer. Such representative shall have access to the Employer's premises in order to investigate and assist in the settlement of a grievance, but will give reasonable advance notice to the Administrator prior to attending on the premises. The decision of the Administrator or her designated representative shall be given in writing within five (5) working days following the meeting.

Step 3

Should the Administrator fail to render her decision as required in Step 2 or failing settlement of any grievance under the foregoing procedures, arising from a grievance as defined in Article 11.01, the grievance may be referred to Arbitration within fifteen (15) working days after the decision under Step 2 is given or within twenty (20) working days following the meeting under Step 2 of the grievance procedure.

11.03 At each Step of the grievance procedure an employee shall have the right to be present.

11.04

(a) Any of the time allowances above may be extended only by the written mutual consent of the parties.

(b) Technical Objection to Grievance

The Arbitrator may waive formal procedural irregularities in its hearing of a grievance if there are just and compelling reasons to do so in the circumstances.

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

11.06 When a grievance is submitted in writing by either the Employer, or the employee, or the Union, it shall clearly set forth the name of the grievor(s) (except where the grievance is a policy grievance), the nature of the grievance, the remedies sought, and the clause or clauses of this Agreement said to be violated, all in clear and concise terms.

11.07 The Employer shall supply the necessary facilities for the grievance procedure meeting.

11.08 The time limits set out herein are required for both parties and may only be extended by mutual agreement between the Union and the Employer. Failure to grieve within the time limits agreed upon shall mean the complaint or grievance is abandoned and is deemed to be settled.

11.09 Grievance and Arbitration Provisions

An employee who is a Union Steward, the Chief Union Steward, a member of the Union Grievance Committee or who is asserting a grievance, shall be entitled to time off with pay and without loss of benefits or seniority when acting in those capacities in the grievance and arbitration procedures set out in this Agreement. The Employer is not required to pay for more than two (2) employees on any given day under the provision of this Article. If more than two (2) employees are absent under the provisions of this Article, the Employer shall pay the two (2) employees with the most seniority.

11.10 Mutually Agreed Changes

Should the parties agree to any changes to this Agreement in writing, those changes shall form part of this Agreement and are subject to the grievance and arbitration procedures set forth herein.

11.11 Right to Have Steward Present

Where a supervisor intends to interview an employee for disciplinary purposes, the supervisor shall so notify the employee in advance of the interview in order that the employee may contact her Union Steward to be present at the interview.

11.12 Personnel Records

An employee shall have the right at any reasonable time to have access to and review her personnel record or file, and to make copies of the material contained therein.

11.13 Clearing of Employee Record

The personnel record or file of an employee shall be cleared after a period of fifteen (15) months except for resident abuse which shall be eighteen (18) months from date of any disciplinary action having been taken by the Employer, to remove any indication of such action.

11.14 Employer Grievance

The Employer may institute a grievance, consisting of an allegation of a general misinterpretation or violation by the Union, or any employee covered by this Agreement, in writing, dated, and signed, by forwarding a written statement of said grievance to the Secretary of the Local of the Union, provided it is presented within ten (10) working days after the circumstances giving rise to the grievance have originated or occurred. A meeting will then be held between the Residence and the Union Grievance Committee within ten (10) days. Two (2) members of the Committee shall constitute a quorum. When submitting the grievance, the Residence shall suggest at least three (3) alternative days, and reasonable times and places at which the meeting may be held. Failure to hold the meeting shall be deemed to be a denial of the grievance. The Secretary of the Union shall give its decision in writing within ten (10) days after the meeting. Failure to render such decision shall be deemed to be a denial of the grievance. Failing settlement, a grievance may be referred to arbitration by the Residence by written notice of intent delivered in accordance with Step 3 of the grievance procedure.

11.15 Union Policy Grievance

The Union may institute a grievance consisting of an allegation of a general misinterpretation or violation by the Employer of this Agreement, in writing at Step 2 of the grievance procedure.

11.16 Where it appears that two (2) or more employees have the same grievance, the Union may process the grievances as a group grievance that may be initiated at Step 2 of the grievance procedure.

ARTICLE 12 - ARBITRATION

12.01

- (a) When either party requests that a grievance be referred to a single Arbitrator the request shall be in writing addressed to the other party of the grievance, and within ten (10) days of said request, the parties shall appoint a single Arbitrator.
- (b) Should the Employer and the Union fail to appoint a single Arbitrator within thirty (30) days of the original request referred to in (a), the Minister of Labour of the Province of Ontario shall be asked to nominate a person to act as a single Arbitrator in accordance with the provisions of the *Ontario Labour Relations Act*. Upon mutual consent, the parties may extend the timelines.

- 12.02** No person may be appointed as an Arbitrator who has been involved in an attempt to negotiate or settle the particular grievance concerned.
- 12.03** Each of the parties shall pay its own expenses including pay for witnesses and one-half (½) of the fees of the Arbitrator.
- 12.04** The time limits fixed in the arbitration procedure may be extended by consent of the parties only.
- 12.05** The Arbitrator shall have the authority only to settle disputes under the terms of this Agreement and only interpret and apply this Agreement to the facts of the grievance(s) involved. Only those grievances as defined in Article 11.01 shall be arbitrable.
- 12.06** The Arbitrator shall have no power to alter, add to, subtract from, modify or amend this Agreement in order to give any decision that is inconsistent with it. The Arbitrator may dispose of a grievance in any manner which it deems just and equitable in the circumstances. The decision of the Arbitrator shall be final and binding and enforceable on all parties.
- 12.07** All agreements reached under the grievance and arbitration procedures between the Employer and its representatives, and the Union and its representatives, will be final and binding upon the Employer, the Union and the employee(s) involved.
- 12.08** At any stage of the grievance procedure, including arbitration, the parties may have the assistance of the employee or employees concerned as a witness, and all reasonable arrangements will be made to permit the conferring parties or the Arbitrator to have access to any part of Rothwell Heights Residence to view any working conditions which may be relevant to the settlement of the grievance, at a reasonable time and so as not to interfere with the function of Rothwell Heights Residence.
- 12.09** The foregoing shall not preclude either party to this Agreement from exercising their right under Section 49 of the present Ontario Labour Relations Act as amended from time to time.

ARTICLE 13 - DISCHARGE, SUSPENSION AND DISCIPLINE

13.01 Suspension/Discharge Grievance

Whenever the Employer or her authorized agent may deem it necessary to warn an employee, in a manner indicating that suspension or dismissal may follow any further infraction or may follow if such employee fails to

bring her work up to a required standard by a given date, the Employer shall, within five (5) days thereafter, give written particulars of such warning to the Secretary of the Union, with a copy to the employee involved. The Union agrees and it is understood that the Residence is not required to warn an employee prior to her dismissal or suspension where, in the Employer's absolute discretion, the employee has committed an infraction which warrants immediate dismissal or suspension.

- 13.02** Prior to the imposition of a suspension or discharge an employee who has completed probation shall be given the reason in the presence of her Steward or Union representative if at the Residence. If a Steward or Union representative is not on the premises, the Administrator shall advise such person when next on the premises.
- 13.03** Such employee and the Union shall be advised promptly in writing by the Administrator of the reason for such suspension or discharge.
- 13.04** In the event an employee who has completed her probationary period is suspended or discharged from employment and the employee feels that the suspension or discharge is unjust, the case may then be taken up as a grievance.
- 13.05** Such grievance shall proceed directly to Step 2 of the grievance procedure and must be presented in writing, dated, and signed within five (5) days after notice of the discharge was given, or within five (5) days after the employee ceases to work for the Employer, whichever is the earlier.
- 13.06** Such special grievances may be settled by confirming the Employer's action in dismissing the employee, or by reinstating the employee in a manner which is just and equitable in the opinion of the conferring parties, or in the opinion of the Arbitrator/ Board of Arbitration, as the case may be.

ARTICLE 14 - PROBATION

14.01 Probationary Employees

- (a) Newly-hired employees shall be considered on a probationary basis for a period of three (3) calendar months of active work from the date of hire. A probationary employee may be recognized as a permanent employee at some time prior to the completion of the probationary period. During the probationary period, employees shall be entitled to all rights and privileges of this Agreement unless otherwise specified. After successful completion of the probationary period, seniority shall be effective from the original date of employment.

(b) Probationary employees may be terminated if, in the Employer's opinion, the probationary employee fails to demonstrate the appropriate abilities and suitabilities for regular employment. The Employer's assessment is not arbitrable, except where an employee claims discrimination as outlined in Article 4.

14.02 On or before the expiry date of the probationary period, the Residence will confirm to the employee the decision to:

(a) confirm her appointment as having successfully completed her probation; or

(b) extend the probationary period upon the mutual consent of the Employer, the Employee and the Union; or

(c) terminate the employee.

ARTICLE 15 - SENIORITY

15.01 Seniority is the length of service in the bargaining unit, including continuous service with the Employer prior to the certification of the Union, and will be calculated from the date of last hire only.

It is recognized the existing seniority list will show the dates shown under the heading "start date" as both seniority date and service date.

The following phrase will be placed on all seniority lists,

This seniority list, if posted for thirty (30) days, and not challenged, shall be considered correct, and future postings may only be reviewed to the extent of additions, amendments, or deletions from the previous list.

Concerns should be put in writing and given to the Administrator and the President of Local 3317.

15.02 Seniority Lists

The Residence shall supply the Union with a seniority list in January and June of each year, showing employees' names in order of seniority accumulated in hours. Where two (2) or more employees commenced work on the same day, preference shall be in accordance with the date of application for employment.

15.03 Loss of Seniority

An employee shall lose all seniority, and the employment relationship shall be concluded in any of the following circumstances:

- (a) voluntary resignation;
- (b) discharge for cause, and the discharge is not reversed through the grievance procedure;
- (c) layoff in excess of twenty-four (24) months;
- (d) absence occasioned by illness or accident exceeding twenty-four (24) months and where the employee is unable to return to work on modified light duties;
- (e) absence for three (3) consecutive working days without notifying the Employer, unless a reasonable explanation is given.
- (f) fails to notify the Employer of her intention to return to work within five (5) business days of being notified of recall by registered mail or telephone; or then fails to return to work within fourteen (14) consecutive calendar days after advising the Employer she would be returning to work. Registered mail sent to the employee's most recent address on her 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 her current address and telephone number.

ARTICLE 16 - PROMOTIONS AND STAFF CHANGES

16.01 Job Posting

In the event permanent vacancies occur in existing job classifications, unless the Employer notifies the Union that it intends to postpone or not to fill a vacancy, the Employer will post such vacancies for a minimum period of five (5) working days and shall stipulate the required qualifications, classification, rate and department concerned before new employees are hired in order to allow employees with seniority to apply. A copy of each posting will be sent to the Union. Interested employees must apply, in writing for the position by the closing date indicated on the posting notice.

- 16.02** All internal applicants for vacant positions who meet the required qualifications for the job will be given first opportunity to be considered for the job, before it is offered to outside applicants. The Employer reserves the right to advertise vacant positions as deemed necessary.

16.03 Role of Seniority in Promotions, Transfers and Staff Changes

Both parties hereto recognize:

- (a) the principle of promotion within the service of the Employer; and
- (b) that job opportunity should increase in proportion to length of service.

Therefore, in making staff changes, transfers, or promotions, appointment shall be made of the applicant with the greatest seniority and having the qualifications in accordance with Article 16.01.

16.04 Temporary Vacancies

- (a) Temporary vacancies that the Employer intends to fill which are expected to be less than sixty (60) consecutive days do not require posting and may be filled at the Employer's discretion.
- (b) Temporary vacancies that the Employer intends to fill which are expected to be more than sixty (60) consecutive days shall be posted.

Such temporary vacancies shall be offered in order of seniority to employees who are available and who have the immediate skill, ability and qualifications to perform the work of the position after receiving three (3) shifts of orientation. At the end of the temporary vacancy an employee who filled the temporary vacancy shall be returned to the position she held prior to filling the temporary vacancy.

- (c) Second and subsequent temporary vacancies that are expected to last more than sixty (60) days caused by the filling of the first temporary vacancy shall be filled at the discretion of the Employer.

16.05 Trial period

- (a) A successful applicant shall be placed on trial in the new position for a period of thirty (30) days. Such trial promotion or transfer shall become permanent after the trial period unless:
 - (i) the employee, at any time within the trial period mentioned above, feels that she is not suitable for the position, and wishes to return to her former position; or
 - (ii) the Residence, at any time within the trial period mentioned above, feels that the employee is not suitable for the position and requires that she returns to her former position;

- (iii) in the event of either (i) or (ii) above the employee will return to her former position and salary without loss of seniority. Any other employee promoted or transferred as a result of the rearrangement of positions shall also be returned to her former position and salary without loss of seniority.
- (b) The above provisions shall also apply in the event of a transfer to a position outside the bargaining unit. It is understood however, that no employee shall be transferred to a position outside the bargaining unit without her consent.
- (c) With the written consent of the Employer, the employee and the Union, such trial period may be extended to a maximum of an additional two (2) months or forty (40) days.

16.06 Notification to Employee and Union

Within seven (7) calendar days of the date of appointment to a vacant position, the name of the successful applicant shall be posted on all bulletin boards. The Union shall be notified of all promotions, demotions, hirings, layoffs, transfers, recalls, resignations, retirements, deaths or other terminations of employment within the bargaining unit.

16.07 Disabled Employees

The Employer agrees to accommodate disabled employees in accordance with its obligations under the *Ontario Human Rights Code*, as amended from time to time.

16.08 On the Job Training

In the event the Residence intends, through the introduction of technological changes and/or through expansion or renovation, to create new, or alter existing positions, or to fill vacancies requiring skills and/or qualifications that present employees may reasonably be able to acquire, the Residence agrees to meet with the Union for the purpose of giving them an opportunity to make representations with regard to planning ways and means to enable employees to qualify for such new and/or changed positions.

16.09 Training Courses

The Employer shall post a notice of any training courses and experimental programs in which it participates and for which employees may be selected. The notice shall contain information with respect to the type of

course or program available, the times, duration and location thereof, and the qualifications required for applicants. This notice shall be posted for a period of two (2) weeks on the bulletin boards in the relevant departments to afford all interested employees an opportunity to apply for such training.

16.10 Temporary Transfers

An employee may be transferred from one classification to another classification carrying a rate in a higher range for a period not exceeding one-half (½) of her normal shift without changing her rate of pay. Such transfer shall be called a "temporary transfer". Provided that if an employee works more than one-half (½) of her normal shift in a classification carrying a rate in a higher range, she shall be paid at such higher rate from the first day of such work performed for such period of time as the employee is assigned to the higher rated classification.

16.11 Pay on Transfer to Lower-Rated Job

When an employee is assigned in accordance with the terms of this Agreement to a position paying a lower rate, her rate of pay shall not be reduced.

16.12 Transfer and Seniority Outside the Bargaining Unit

No employee shall be transferred to a position outside the bargaining unit without her consent. If an employee is transferred to a position outside the bargaining unit, she shall retain her seniority accumulated to the date of leaving the unit, but will not accumulate any further seniority. Such employee shall have the right to return to a position in the bargaining unit during her trial period, which shall be a maximum of sixty (60) days. If an employee returns to the bargaining unit, she shall be placed in a job consistent with the position she left.

16.13 Until the vacancy is filled resulting from the job posting provisions, the Employer may fill the vacancy on a temporary basis.

ARTICLE 17 - JOB CLASSIFICATION AND RECLASSIFICATION

17.01 Changes in Classification

The Employer shall prepare a new job description, and provide a copy to the Union, whenever a job is created or whenever the duties of a job change. When the duties of any job are materially changed or increased, or where the Union or an employee believes that a job is incorrectly classified, or where the Union believes that the duties of a job have

materially changed or increased, or when a new job is created or established, the rate of pay shall be the subject of negotiations between the Employer and the Union. If the parties are unable to agree on the classification, reclassification or rate of pay for the job in question, such dispute may be made the subject of the grievance and arbitration procedures set out in this Agreement.

ARTICLE 18 - LAY-OFFS AND RECALLS

18.01 Definition of Lay-Off

Lay-offs under the provisions of this Collective Agreement shall include the reduction of daily or biweekly hours of any full-time employee or a reduction in the number of employees in the bargaining unit.

The Employer agrees to meet with representatives of the Union prior to the implementation of any layoffs in order to give the parties an opportunity to discuss alternative solutions.

18.02 Lay-Offs and Recalls

(a) In the event of a lay-off, the Employer will provide affected employees and the Union with notice in accordance with the Employment Standards Act. However, the Employment Standards will be deemed to be amended to provide notice to the affected employees as follows:

- if her service is greater than nine (9) years: nine (9) weeks notice;
- if her service is greater than ten (10) years: ten (10) weeks notice;
- if her service is greater than eleven (11) years: eleven (11) weeks notice;
- if her service is greater than twelve (12) years: twelve (12) weeks notice.

Notwithstanding the foregoing, the Employer will give the Union, and any affected employee, a minimum of thirty (30) days' notice of any lay-off.

18.03 Lay-Off Procedures

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

- (b) An employee who is subject to lay-off shall have the right to either:
- (i) accept the lay-off; or
 - (ii) displace an employee who has lesser bargaining unit seniority provided the employee exercising the right to bump has the immediate skill, ability and qualifications to satisfactorily perform the work after receiving three (3) shifts of orientation; or
 - (iii) resign.

Note:

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

In the event that there are no employees with lesser seniority in lower or identical paying classifications as defined in this Article, a laid off employee will have the right to displace an employee with lesser seniority, who is a less senior employee in a classification where the straight time hourly rate at the level of service corresponding to that of the laid off employee is within 5% of the laid off employee's straight time hourly rate provided the employee exercising the right to displace has the immediate skill, ability and qualifications to satisfactorily perform the work after receiving three (3) shifts of orientation. Such employee so displaced shall be laid off.

The decision of the employee to choose (i), (ii) or (iii) above shall be given in writing to the Administrator within one (1) calendar week following the notification of lay-off. Employees failing to do so will be deemed to have accepted the lay-off.

18.04 Recall Rights

- (a) The posting procedure under Article 16 of the Collective Agreement takes priority over the recall process. It is understood that employees on layoff have the right to apply for vacancies under the job posting procedure.

An employee who is laid off shall be placed on the recall list for a period of eighteen (18) months from the date of layoff. During this period, an employee on the recall list shall have opportunity of recall from a lay-off to an available opening, in order of seniority, provided she has the immediate skill, ability and qualifications to perform the work after receiving three (3)

shifts of orientation, of the position for which the employee is recalled. In determining the immediate skill, ability and qualifications to perform the work after receiving three (3) shifts of orientation for the purposes of the paragraph above, the Employer shall not act in an arbitrary or unfair manner.

- (b) No new employee shall be hired into existing bargaining unit positions until all those on the recall list who have the immediate skill, ability and qualifications to perform the work after receiving three (3) shifts of orientation have been given an opportunity of recall.
- (c) It is the sole responsibility of the employee who has been laid off to notify the Employer of his intention to return to work within three (3) working days (exclusive of Saturdays, Sundays and Paid Holidays), after being notified to do so by priority post, addressed to the last address on record with the Employer (which notification shall be deemed to have been received on the second date of mailing) and return to work within ten (10) working days after being notified. The notification shall state the job to which the employee is eligible to be recalled and the date and time at which the employee shall report for work. The employee is solely responsible for his proper address being on record with the Employer.
- (d) Employees on the recall list shall be given preference for temporary vacancies which are expected to exceed ten (10) days of work, provided she has the immediate skill, ability and qualifications to perform the work after receiving three (3) shifts of orientation. An employee who has been recalled to such temporary vacancy shall not be required to accept such recall and may instead remain on the recall list. This provision supersedes the job posting provision.

18.05 Benefits on Lay-Off

- (a) In the event of a lay-off, provided the employee deposits with the Residence her share of insured benefits for the succeeding month (save for weekly indemnity for which laid off employees are not eligible), the Employer shall pay its' share of the insured benefit premium for a period till the end of the month of the lay-off plus a succeeding month in which the lay-off occurs, or until the laid off employee is employed elsewhere, whichever comes first.

18.06 Grievance on Lay-Offs and Recalls

Grievances concerning lay-offs and recalls shall be initiated at Step 2 of the Grievance Procedure.

ARTICLE 19 - HOURS OF WORK

- 19.01** The following is intended to define the normal hours of work for the full-time employees but shall not be interpreted as a guarantee of hours of work per day, or per week, or days of work per week.
- 19.02** The normal work shift for full-time employees shall be seven and one-half (7½) working hours per day exclusive of meal periods. The seven and one-half (7½) working hours per day shall be worked within an eight (8) hour period. The Residence will use its best efforts to ensure that an uninterrupted one-half (½) hour for lunch is provided. It is recognized that emergency situations do arise, and at such times the employees may be requested to interrupt their lunch period.
- Should any part of this meal period be interrupted, the employee shall be given a further meal period equal to the length of the interrupted portion thereof.
- 19.03** The normal hours of work shall average thirty-seven and one-half (37½) hours per work week for full-time employees.
- 19.04** "Work Week" is defined as the period actually worked by an employee during a period of seven (7) consecutive days commencing with Sunday and ending with Saturday.
- 19.05** **Reporting Pay**
- An employee who reports for work on her regularly scheduled shift, and for whom work is not available, shall be provided with four (4) hours pay in lieu thereof at her regular straight time hourly rate.
- 19.06** Weekends off shall be distributed equitably. Employees shall receive at least every second weekend off, except by mutual agreement of the parties hereto. A weekend is defined as a Saturday and Sunday.
- 19.07** **Notification to Employer**
- An employee who is unable to report for duty on her scheduled shift shall notify the Residence of this fact four (4) hours in advance of the commencement of her scheduled evening and night shifts and two (2) hours in advance of the day shift, provided that this requirement shall be waived by the Residence where the employee was unable to give such notice due to circumstances beyond her control.

19.08 Employees will be allowed fifteen (15) minutes relief during each half shift at times designated by the Residence, with pay and without increasing the regular working hours.

ARTICLE 20 - OVERTIME

20.01 Overtime shall be paid for all hours worked over seven and one-half (7½) hours in a shift and thirty-seven and one-half (37½) hours per work week as calculated in Article 19.03 of this Agreement, at the rate of time and one-half (1½) the employee's regular rate of pay. All overtime must be approved by the Administrator. Such approval shall not be unreasonably withheld.

20.02 An employee shall not be required to take time off in regular hours to equalize any overtime worked. Time off in lieu of overtime rate by mutual consent between the employee and the Residence may be arranged.

20.03 Supply of Meals

Employees required to work more than two (2) hours overtime during the hours when the kitchen is functioning will be provided with a meal.

20.04 Sharing of Overtime

Overtime shall be assigned as equitably as possible among the employees who are willing and qualified to perform the available work.

20.05 Compensation for Overtime Work on Paid Holidays

Overtime worked on a paid holiday shall be paid for at the rate of double time (2X), except in cases where the employee has co-signed or requested a change in the posted work schedule.

20.06 Overtime Assignment While Employees on Layoff

Overtime shall not be assigned on a regular basis while there are employees on layoff who are capable of performing the work available.

20.07 Call Back Pay

An employee called in and required to work outside of her regular working hours shall be paid at the rate of time and one-half (1½) her regular hourly rate for all such hours worked, with a minimum payment equivalent to three (3) hours pay at time and one-half (1½) her regular hourly rate.

20.08 Standby

An employee who is required to remain available for duty on standby, outside the normal working hours for that particular employee, shall receive standby pay in the amount of two dollars (\$2.00) per hour for all hours on standby.

20.09 Compensation for Work on a Scheduled "Day Off"

Overtime work on any scheduled "day off" shall be paid for at the rate of time and one-half (1½), except in cases where the employee working the overtime co-signed or requested a change of the posted work schedule.

ARTICLE 21 - WORK SCHEDULES AND SHIFT WORK

21.01 No Split Shifts

While it is recognized that evening and night shifts must be continued, the Residence agrees that no employee shall be required to work a split shift provided the employee was not hired to perform split shift work.

21.02 Work Schedules

Work schedules covering a one (1) month period will be posted at least one (1) week prior to the first day of the month. Employee requests for specific days off must be submitted to the Administrator two weeks in advance of posting. The granting or denial of such requests shall be in the discretion of the Residence.

Work schedules will be posted in the respective departments, and collectively in the employee staff room.

21.03 Except where mutually agreed otherwise between the Residence and an employee, shift schedules shall be arranged so that an employee is not scheduled to work more than five (5) consecutive days.

21.04 Turn Around Time

An employee required to start a new shift within sixteen (16) hours of completing her previous shift including overtime, shall be paid at the rate of time and one-half (1½) for all hours which fall within the sixteen (16) hours turn around time has co-signed or requested a change of the posted work schedule.

21.05 In the event employees of their own accord for their own personal convenience arrange to change shifts with other appropriately qualified employees, the Residence agrees to allow employees to do so, provided the employees have obtained the Residence's pre-approval. The Residence shall not be responsible or liable for overtime and non-compliance with the above scheduling provisions that may arise or accrue as a result of the exchange of shifts.

21.06

- (a) Employees who are not scheduled to work seventy-five (75) hours in a bi-weekly pay period, and former full-time employees currently working part-time hours, and who wish to work additional hours, shall provide their supervisors, at least two weeks prior to the posting of the schedule, with a list of availability for the period of the posted schedule.
- (b) The supervisor will then schedule these employees for additional shifts which become available due to the absence of other full-time employees, and which vacancies will be known to the supervisor at the time the schedule is prepared. The scheduling will be in accordance with the individual employee's availability, and where there are a limited number of shifts, and more than one employee is available, assignments will be by seniority.
- (c) Nothing in this sub-article provides for an employee to be scheduled beyond seventy-five (75) hours, and any scheduling must be in accordance with the other provisions of this article. If a conflict arises, the employee is not scheduled for the additional hours.

21.07 Call-ins

- (a) Call-ins are work opportunities that arise after the schedule has been posted.
- (b) The Employer will establish a list, in order of seniority, for call-in purposes from among the employees in the specific departments. Where appropriate, it will be by classification. The list will include full-time employees working less than seventy-five (75) hours, former full-time employees currently working part-time hours, and part-time employees.
- (c) The first opportunity will be offered to the first employee on the list. If the opportunity is declined, it is then offered to the next person on the list. Once an opportunity has been accepted, the next opportunity is offered to the next person on the list. Once the last person on the list has been offered an opportunity, the next opportunity is offered to the person at the top of the list.

- (d) If none of the employees on the list are available, the Employer is free to offer the work to others.
- (e) Employees are expected to be reasonably available for call-ins, but a full-time employee may request they be deleted from the list.
- (f) If an employee, by being offered a call-in, would become eligible for overtime, or if some other provision of this Collective Agreement would be violated, the employee would be bypassed.
- (g) The Union representatives may review the call-in list.

ARTICLE 22 - PAID HOLIDAYS

22.01 Employees who have completed their probationary period shall receive the following paid holidays:

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

* to be observed July 1st.

22.02 In addition to the holidays listed in 22.01 above, there shall be one (1) floating holiday to be taken prior to December of each calendar year. Such floating holiday shall be taken after mutual agreement between the employee and the supervisor.

22.03 If another Federal, Provincial or Municipal holiday should be proclaimed during the term of this Agreement, such additional proclaimed holiday will replace the floating holiday referred to in Article 22.02 above.

22.04 In order to qualify for paid holiday pay, an employee must work her full scheduled shift immediately preceding and immediately following all paid holidays, including designated holidays, except where absence on one or both of the said qualifying days is due to a satisfactory reason.

22.05 An employee who is required to work on any of the above mentioned holidays will be paid at the rate of one and one-half (1½) times her regular rate of pay and shall be given an additional day off with pay within six (6) months following the holiday, unless otherwise arranged between the employee and the Administrator, or the employee shall receive one day's pay.

- 22.06** Holiday pay shall be equivalent to the employee's straight time hourly wage rate times the employee's normal daily hours of work.
- 22.07** When any of the above noted holidays fall on an employee's scheduled day off, the employee shall receive another day off with pay at a time mutually agreed upon between the employee and the Residence, or by mutual agreement, a day's pay in lieu thereof, provided that the employee qualifies for the holiday in accordance with Article 22.04.
- 22.08** If one of the above named holidays occurs during an employee's vacation, one extra day with holiday pay will be added to the vacation.

ARTICLE 23 - VACATIONS

23.01 Vacations and Vacation Pay

An employee shall receive an annual vacation and vacation pay in accordance with her length of service as follows:

- (a) Three (3) months to one (1) year - one (1) week with pay;
- (b) One (1) year to three (3) years - two (2) weeks with pay;
- (c) Three (3) years to eight (8) years - three (3) weeks with pay;
- (d) Over eight (8) years - four (4) weeks with pay.

23.02 Vacation Schedules

Vacation schedules for each year shall be posted by May 1st of such year and shall not be changed without the consent of the affected employees, provided, however, that the employees shall deliver applications for their scheduled vacations to their supervisor by no later than April 1st of the year in which the vacations are sought. Subject to the following, no employee will be obliged to schedule a vacation that is not agreeable to her. The Employer shall advise employees regarding their applications for scheduled vacation within two (2) weeks of the receipt thereof, provided, however, that vacations will be scheduled by the Employer on the basis that should any difficulties or conflicts arise over the scheduling of vacations between two (2) or more employees, the employee with the greatest seniority shall be given preference, and if the employees have equal seniority, the Employer will schedule the vacations on a first-to-apply-, first-to-schedule basis.

23.03 Carry-Over of Vacation

Vacations are normally to be taken in the calendar year in which they are earned. However, up to five (5) days' vacation may be carried over into the next year.

23.04 Employees, upon giving notice on the previous pay period shall receive on the last office day preceding commencement of their annual vacation, any cheques which may fall due during the period of their vacation.

23.05 Employees who are entitled to more than ten (10) days of vacation shall only be entitled to a maximum unbroken period of ten (10) days of vacation at any one time unless extended by mutual agreement between the employee and her supervisor.

23.06 No employee shall be required to work during her scheduled vacation period. However, should an employee agree to work when requested during her scheduled vacation, she shall be paid at one and one-half (1½) times the regular rate of pay plus one vacation lieu day off for each day in which work was performed.

23.07 Illness During Vacation

Where an employee's scheduled vacation is interrupted due to serious illness which requires hospitalization which commenced prior to and continues into the scheduled vacation period, the period of such illness shall be considered sick leave.

Where an employee's scheduled vacation is interrupted due to a serious illness requiring the employee to be an in-patient in a hospital, the period of such hospitalization shall be considered sick leave.

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.

ARTICLE 24 - SICK LEAVE PROVISIONS

24.01 Sick Leave Defined

Sick leave means the period of time an employee is absent from work by reason of illness or injury.

24.02 Amount of Paid Sick Leave

Sick leave shall be earned at the rate of one and one quarter (1¼) days for every month an employee is employed.

The payment of sick leave shall be on the following basis subject to an employee having sufficient sick leave credits available:

- (a) Employees with four (4) years or more of service at the commencement of the occasion of sick leave use may use one (1) sick leave credit for one (1) day absent and consequently receive one hundred percent (100%) earnings on such day.
- (b) Employees with three (3) years or more but less than four (4) years of service at the commencement of the occasion of sick leave use, may use ninety percent (90%) or 0.9 of a sick leave credit for one (1) day absent and consequently receive ninety percent (90%) of earnings on such day.
- (c) Employees with two (2) years or more but less than three (3) years of service at the commencement of the occasion of sick leave use, may use eighty percent (80%) or 0.8 of a sick leave credit for one (1) day absent and consequently receive eighty percent (80%) of earnings on such day.
- (d) Employees with one (1) year or more but less than two (2) years of service at the commencement of the occasion of sick leave use, may use seventy percent (70%) or 0.7 of a sick leave credit for one (1) day absent and consequently receive seventy percent (70%) of earnings on such day.
- (e) Employees with less than one (1) year of service at the commencement of the occasion of sick leave use, may use sixty percent (60%) or 0.6 or a sick leave credit for one (1) day absent and consequently receive sixty percent (60%) of earnings on such day.

24.03 Accumulation of Sick Leave

Sick leave may be carried over from year to year to a maximum of seventy-five (75) days.

The existing sick leave banks shall be grandfathered at current levels and no further accrual shall be permitted until the level of said grandfathered sick leave bank balances are below seventy-five (75) days.

24.04 Illness in the Family

Where no one at Residence other than the employee can provide for the needs during illness of an immediate member of her family, an employee shall be entitled after notifying her supervisor, to use a maximum of five (5) accumulated sick leave days per illness to care for the member of the family who is ill.

24.05 Sick Leave Records

Immediately after the close of each calendar year, the Employer shall advise each employee in writing of the amount of sick leave accrued to her credit.

24.06 The employee shall be required to provide proof of illness by medical certificate if absence is longer than two (2) working days, and the Employer requests such certificate. The Employer shall pay the medical practitioner's reasonable and customary fees, if any, for such certificates, to a maximum of twenty-five dollars (\$25.00).

ARTICLE 25 - LEAVES OF ABSENCE

25.01 Personal Leave of Absence

The Residence shall have the discretion to grant a leave of absence without pay for personal reasons, provided that the Administrator receives at least one (1) month's advance notice in writing, unless impossible, and provided that such leave may be arranged without undue inconvenience to the normal operations of the Residence. This discretion shall not be unreasonably exercised. Applicants when applying must indicate the date of departure and specify the date of return, which shall not exceed a period greater than eight (8) weeks.

25.02 No employee will accumulate seniority, vacation allowance, be paid for holidays, nor will any other benefits in this Agreement accrue or be paid while the employee is on leave of absence in excess of thirty (30) days, but seniority and other accumulated credits established at the point of leave will be reinstated on return to work. Benefit coverage may be continued by the employee while on leave of absence provided the employee reimburses to the Residence the total cost of the premiums of any benefits for each leave of absence that the employee takes.

25.03 It is understood that employees who are on approved leaves of absence with pay shall retain and accumulate seniority.

25.04 Leave of Absence for Union Functions

Upon request to the Residence, an employee elected or appointed may be granted an unpaid leave of absence without loss of seniority to attend Union conventions or seminars provided the Residence receives at least one (1) month prior notice.

It is understood that the total aggregate of Union Leave will be to a maximum of fifty (50) days per calendar year.

The Residence may, but shall not be required, to grant such a leave on less than twenty-one (21) calendar days notice. It is understood that the Union will not request leave of absence for more than two (2) employees from the Bargaining Unit.

25.05 Pay During Leave of Absence for Union Functions

An employee shall receive the pay and benefits provided for in this Agreement when on such unpaid leave of absence for union functions. However, the Union shall reimburse the Residence for all pay and benefits during the period of absence.

25.06 Pregnancy Leave

- (a) Pregnancy leave will be granted in accordance with the provisions of the Employment Standards Act except where amended in this provision.
- (b) The employee shall give written notification two (2) weeks prior to the commencement of the leave of her request for leave together with her expected date of return. At such time she shall also furnish the Residence with her doctor's certificate as to pregnancy and expected date of delivery.
- (c) Credit for service for purposes of salary increment, vacation, sick leave, or any other benefits under any provisions of the Collective Agreement or elsewhere shall continue to accrue during the entire period of the pregnancy leave.
- (d) Credit for seniority for purposes of promotion, demotion, transfer or layoff shall continue to accrue during the entire period of the pregnancy leave.
- (e) The Residence will continue to pay its share of the premiums of the subsidized employee benefits, including pensions, in which the employee is participating during the entire period of the pregnancy leave.

- (f) The employee shall reconfirm her intention to return to work on the date originally provided to the Residence by written notification to be received by the Residence at least two (2) weeks in advance thereof.
- (g) Subject to any changes to the employee's status which would have occurred had she not been on pregnancy leave, the employee shall be reinstated to her former duties, on the same shift, in the same department and at the same rate of pay.

25.07 Parental Leave

- (a) Parental leave will be granted in accordance with the provisions of the Employment Standards Act, except where amended in this provision.
- (b) For the purposes of this Article, parent shall be defined to include a person with whom a child is placed for adoption and a person who is in a relationship of some permanence with a parent of a child and who intends to treat the child as his or her own.
- (c) The employee will give written notification two (2) weeks prior to the commencement of the leave together with the expected date of return.
- (d) The employee has the right to extend the parental leave to twelve (12) months in total. Written notice by the employee to extend the parental leave will be given at least two (2) weeks prior to the termination of the initially approved leave.
- (e) Credit for service for purposes of salary increment, vacation, sick leave or any other benefits under any provisions of the Collective Agreement or elsewhere shall continue to accrue during the entire period of the parental leave.
- (f) In addition, credit for seniority for purposes of promotion, demotion, transfer or layoff shall continue to accrue during the entire period of the parental leave.
- (g) The Residence will continue to pay its share of the premiums of the subsidized employee benefits, including pensions, in which the employee is participating during the entire period of the parental leave.
- (h) The employee's intention to return to work on the date originally provided to the Residence shall be reconfirmed by written notification at least two (2) weeks in advance thereof.

- (i) Subject to any changes to the employee's status which would have occurred had the employee not been on parental leave, the employee shall be reinstated to her former duties, on the same shift, in the same department, and at the same rate of pay.

25.08 Jury or Court Witness Duty

The Residence shall grant leave of absence without loss of seniority to an employee who serves as a juror or to obey a Crown Subpoenaed. The Residence shall pay such an employee the difference between her normal earnings and the payment she receives for jury service or to obey a Crown Subpoena, excluding payment for travelling, meals or other expenses. The employee will present proof of service and the amount of pay received.

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

25.09 Bereavement Leave

When a death occurs in the immediate family of an employee or her spouse, the employee shall be granted leave of absence for five (5) days. The employee shall be paid for shifts during the leave which she otherwise would have worked.

25.10 In recognition of the fact that circumstances which call for bereavement leave are based on individual circumstances, the Employer, on request, may grant additional bereavement leave.

25.11 "Immediate family" shall be defined as father, mother, spouse or same sex spouse, or common law spouse, child, brother, sister, grandparent, grandchild, mother-in-law, father-in law, guardian or former guardian, step-parent, step-child.

25.12 In the event of the death of a son-in-law, daughter-in-law, sister-in-law, brother-in-law, ward, or fiancé, pay for the bereavement leave specified in Article 25.09 shall be limited to one (1) day.

25.13 Education Leave and Examinations

The Employer agrees that it is the mutual benefit of the Employer and the employees to improve the educational standards of the workforce. Therefore, an employee shall be entitled to a leave of absence with pay and without loss of seniority and benefits, for the purpose of taking examinations to upgrade her employment qualifications.

ARTICLE 26 - WAGES AND ALLOWANCES

26.01 Pay Days

The Residence agrees that wages will be paid every second Thursday during working hours. Employees will be paid wages for each pay period including overtime due to the employee.

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

26.03 Pyramiding

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

ARTICLE 27 - EMPLOYEE BENEFIT PLANS

27.01 The Employer agrees to pay 100% of the billed premium for eligible employees under the Ontario Health Insurance Plan.

For employees who reside in the Province of Quebec, the Employer will pay the equivalent of the premiums of the Ontario Health Insurance Plan to the employee.

27.02 The Employer agrees to pay 100% of the billed premium for coverage of employees under an Extended Health Care Benefits Plan. The Plan shall provide 90% reimbursement of prescription drugs and 100% of the semi-private hospital room rate within the insurer/ adjudicator's parameters. There shall be no deductible applied to the drug, hospital or vision care benefits. There shall be a dispensing fee cap of nine dollars and fifty cents

(\$9.50) for prescription drugs. The Plan shall provide for a Vision Care Benefit for employees in the bargaining unit to a maximum of two hundred dollars (\$200.00) per twenty-four (24) month period. One eye exam per twenty-four (24) month period to a maximum of seventy-five dollars (\$75.00).

Other than drugs, hospital and vision care benefits, an annual deductible of fifteen (\$15.00) (single) and twenty-five dollars (\$25.00) (family) will apply.

27.03 The Employer agrees to pay 100% of the billed premium for coverage of employees under a group life insurance plan. The amount of Term Life Insurance coverage shall equal two times (X2) the employee's annual wages calculated as the rate in effect as per Schedule "A" of this Agreement times thirty-seven and one-half times fifty-two times two (Rate X 37½ X 52 X 2).

27.04 The Employer agrees to pay 100% of the billed premium for coverage of employees under a Dental Plan based on the current ODA Fee Schedule. Reimbursement will be 100% for basic services and 50% of major restoratives and child orthodontia.

The Plan shall provide basic and preventative services to an annual maximum of one thousand dollars (\$1,000). Included in the basic and preventative dental coverage:

- recall exams will be covered once every nine (9) months
- six (6) units of scaling per year. Each unit is equal to fifteen (15) minutes of time.

Lab fees are not covered under this plan. Other insurer/ adjudicator limitations may apply.

The annual maximum for Major Restoratives will be five hundred dollars (\$500). Child orthodontic services will be covered to a lifetime maximum of one thousand dollars (\$1,000).

27.05 The Employer shall pay 100% of the billed premium for coverage of employees under a Long Term Disability Plan. All existing employees as of March 24th, 1993, shall be eligible for coverage without regard to any pre-existing conditions.

The Plan shall provide for a weekly amount equivalent to two-thirds (2/3) of the employee's normal weekly wage (hourly wage rate times thirty-seven and one-half (37 ½)).

The amount shall be paid to employees who are absent from work on account of illness or disability in excess of seventeen (17) weeks and shall commence on the 18th week of such absence.

The Plan shall provide for the employee benefits for a minimum of twenty-four (24) months where the employee is unable to resume the duties of the position he or she held at the time the absence began.

It is agreed that the detailed provisions of the Plan shall be forwarded to the Union by not later than May 1st, 1993, and shall be subject to the Union's approval.

- 27.06** The Employer reserves the right to change the carrier of any of the benefit plans provided that the level of benefits remains unchanged. The Employer will provide thirty (30) days notice of any such change of carrier to the Union

ARTICLE 28 - HEALTH AND SAFETY

28.01 Health and Safety Committee

- (a) The Employer and the Union agree that they mutually desire to maintain standards of safety and health in the workplace in order to prevent accidents, injury and illness.
- (b) Recognizing its responsibilities under the applicable legislation, the Employer agrees to accept as a member of its Health & Safety Committee at least one representative selected or appointed by the Union from amongst bargaining unit employees.
- (c) Such Committee shall identify potential dangers and hazards, institute means of improving health and safety programs and recommend actions to be taken to improve conditions related to safety and health.
- (d) The Employer agrees to cooperate reasonably in providing necessary information to enable the Committee to fulfil its functions.
- (e) Meetings shall be held every second month or more frequently at the call of the chair if required. The Committee shall maintain minutes of all meetings and make the same available for review.
- (f) Any representative appointed or selected in accordance with (b) hereof shall serve for a term of one (1) calendar year from the date of appointment which may be renewed for the period of one (1) year. Time off for such representative(s) to attend meetings of the Health and Safety Committee in accordance with the foregoing shall be granted and any

representative(s) attending such meetings during their regularly scheduled hours of work shall not lose regular earnings as a result of such attendance.

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

ARTICLE 29 - GENERAL CONDITIONS

29.01 Accommodation

Accommodation shall be provided for employees to have their meals and store and change their clothes.

29.02 Bulletin Boards

The Residence shall provide one (1) bulletin board which shall be placed so that all employees will have access to it 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. However, any such notices which do not pertain to matters which are set in this Agreement, must first be approved by the Residence prior to their posting. Such agreement will not be unreasonably withheld.

29.03 Standard Time Change

At the time of change from standard to daylight saving time or vice versa the time change will take place at 2:00 a.m. Each shift will be paid for time worked only at the regular rate of pay.

29.04 Notice

Any notice to any employee under this Agreement may be given personally or by prepaid registered post addressed to the employee at her last address shown on the Residence's records, or by courier and such notice shall be deemed to have been given when delivered to the postal or courier authorities.

29.05 Printing of Agreement

The cost of printing this Collective Agreement will be shared equally by the Union and the Residence.

29.06 Subsequent physical examinations and x-rays may be required by the Residence for the benefit of the employee and the Residence. If the Residence requires the employee to have subsequent physical examinations or x-rays, such shall be done at the Residence's expense and while the employee is regularly scheduled to work. If the Residence is able to have such physical examination and x-ray performed at the Residence premises, all employees shall attend to have their physical examination and x-rays while the physician or x-ray unit is at the Residence.

29.07 Wearing Apparel

Where the Employer requires a certain apparel to be worn, the Employer shall provide such apparel to the employee at no cost to the employee. An apparel issue shall be made to all new employees and again on each annual anniversary of their employment.

ARTICLE 30 - GENERAL

30.01 Interpretation

Where the feminine pronoun is used in this Agreement, it shall mean and include the masculine pronoun where the context so applies and vice versa. Where the singular is used it may also be deemed to mean the plural within the appropriate context.

At any time there is a conflict between the law and the Collective Agreement, the superior provision prevails.

30.02 Retroactive Pay for Terminated Employees

An employee who has severed her employment between the termination date of this Agreement and the effective date of the new Agreement, shall receive the full retroactivity of any increase in wages, salaries or other benefits, unless specified therein or otherwise agreed to in writing between the parties.

30.03 Restrictions on Contracting-Out

The Employer agrees to not contract out work or services normally performed by bargaining unit employees if the contracting-out has the effect of reducing or limiting the number of employees in the bargaining unit or of reducing the number of hours of work of members of the bargaining unit.

ARTICLE 31 - TERM OF AGREEMENT

31.01 Duration

This Agreement shall be binding and remain in effect from January 1, 2019, to December 31, 2022, and shall continue from year to year thereafter unless either party gives to the other party notice in writing as per the *Labour Relations Act* that it desires termination or amendment.

31.02 Changes in Agreement

Changes to this Agreement may be made by written agreement between the parties hereto at any time during the existence hereof.

31.03 Notice of Changes upon Termination of Agreement

Either party desiring to propose changes to this Agreement shall, within the last ninety (90) days prior to the termination date hereof, give notice in writing to the other party. Within twenty-one (21) calendar days of receipt of such notice given by one party, the other party is required to enter into negotiations for a new Collective Agreement. At the initial meeting of such negotiations, the parties shall exchange proposed amendments to the Collective Agreement.

31.04 Agreement to Continue in Force

Where a notice pursuant to Article 31.03 is given, the provisions of the Agreement shall continue in force until a new Collective Agreement is signed.

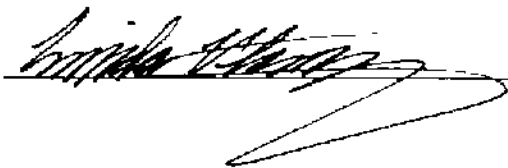
DATED at Ottawa, Ontario, this 9th day of July, 2019.

SIGNED ON BEHALF OF THE

SIGNED ON BEHALF OF THE

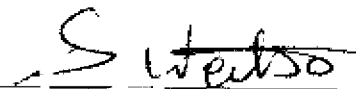
EMPLOYER:

UNION:









SCHEDULE "A" – WAGES

Effective January 1, 2019 to December 31, 2019 – 2% on base rate

Classification	Start	After 1 year	After 2 years
General Staff	14.28	14.28	15.20
Dietary Staff	14.28	14.28	14.91
Dietary Aide Assistant Cook	14.28	14.28	15.20
Handyman	14.28	15.20	18.38
RPN (formerly RNA)	18.38	19.19	20.81
Cook	20.29		

Effective January 1, 2020 to December 31, 2020 – 1.5% on base rate

Classification	Start	After 1 year	After 2 years
General Staff	14.49	14.49	15.43
Dietary Staff	14.49	14.49	15.13
Dietary Aide Assistant Cook	14.49	14.49	15.43
Handyman	14.49	15.43	18.65
RPN (formerly RNA)	18.65	19.48	21.12
Cook	20.59		

Effective January 1, 2021 to December 31, 2021 – 1.5% on base rate

Classification	Start	After 1 year	After 2 years
General Staff	14.71	14.71	15.66
Dietary Staff	14.71	14.71	15.36
Dietary Aide Assistant Cook	14.71	14.71	15.66
Handyman	14.71	15.66	18.93
RPN (formerly RNA)	18.93	19.77	21.44
Cook	20.90		

Effective January 1, 2022 to December 31, 2022 – 1.5% on base rate

Classification	Start	After 1 year	After 2 years
General Staff	14.93	14.93	15.89
Dietary Staff	14.93	14.93	15.59
Dietary Aide Assistant Cook	14.93	14.93	15.89
Handyman	14.93	15.89	19.21
RPN (formerly RNA)	19.21	20.07	21.76
Cook	21.21		

Retroactivity

Increases to the salary scheduled shall be retroactive to January 1, 2019.

The Employer will endeavour to provide all retroactivity within thirty (30) days of notice of ratification. All retroactivity will be paid to employees on a separate cheque.