

COLLECTIVE AGREEMENT

between

FOYER ST. JACQUES NURSING HOME LIMITED

and

**CANADIAN UNION OF PUBLIC EMPLOYEES
and its Local 3303**



June 6, 2017 to June 5, 2021

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ARTICLE 1 - PURPOSE OF AGREEMENT

- 1.01** It is the purpose of both parties hereto and of this Agreement:
- (a) to maintain harmonious relations between the Employer and the Union and provide settled conditions of employment;
 - (b) to recognize the mutual value of joint negotiations and discussions in all matters pertaining to working conditions, employment and service;
 - (c) to ensure the harmonious and efficient operation of the Nursing Home and to provide excellent service to its residents;
 - (d) to promote the morale and well-being of all employees in the bargaining unit of the Union;
 - (e) to provide for the prompt and peaceful adjustment of differences which may arise between all employees in the bargaining unit of the Union and the Employer; and
 - (f) to set forth the rates of pay, hours of work and other conditions of employment to be observed by the parties.
- 1.02** It is now desirable that methods of bargaining and matters pertaining to the working conditions of the employees in the bargaining unit be set forth in a collective agreement.

ARTICLE 2 - MANAGEMENT RIGHTS

- 2.01** The Union recognizes and acknowledges that the management of the Home and direction of the working force are fixed exclusively by the Employer, and without restricting the generality of the foregoing, the Union acknowledges that it is the exclusive function of the Employer to:
- (a) maintain order and efficiency;
 - (b) hire, promote, demote, classify, transfer and suspend any employees, and to discipline or discharge any employee for just cause, provided that a claim by any employee who has acquired seniority that he has been discharged or disciplined without just cause, may be the subject of a grievance, and dealt with as hereinafter provided;

- (c) make, enforce and alter, from time to time, rules and regulations to be observed by all employees, provided that before new rules are enacted, a copy shall be given to the Union; and
- (d) determine the nature and kind of business conducted by the Employer, the kinds and locations of operations, equipment and materials to be used, control the materials and equipment, the methods and techniques of work, the content of jobs and the schedules of work, the number of employees to be employed, the extension, limitations, curtailment or cessation of operations of any part thereof, and to determine and exercise all other functions and prerogatives which shall remain solely with the Employer except as specifically limited by the express provisions of this Agreement.

2.02 All employees shall retire at the normal retirement age. It is understood that in such a case, such employee's performance will be subject to an annual review by the Employer to determine whether he is capable of performing his assigned duties in accordance with the standards set by the Employer. If such employee is capable of efficiently performing assigned duties, in the opinion of the Employer, and the employee wishes to continue working, employment shall continue until such time that the employee becomes, in the opinion of the Employer, incapable of efficiently performing same.

ARTICLE 3 - RECOGNITION

3.01 Bargaining Unit

The Employer recognizes the Canadian Union of Public Employees and its Local 3303 as the sole and exclusive collective bargaining agent of all employees of Foyer St. Jacques Nursing Home Ltd. in Embrun, Ontario, save and except professional medical staff, registered, graduate and undergraduate nurses, graduate pharmacists, undergraduate pharmacists, graduate dietitians, student dietitians, occupational therapists, office and clerical employees, supervisors, persons above the rank of supervisor, persons employed for not more than twenty-four hours per week, and students employed during the school vacation period.

3.02 Work of the Bargaining Unit

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

3.03 No Other Agreements

The Employer shall not bargain with or enter into any agreement other than as agreed to between the parties in this Collective Agreement, with an employee or group of employees in the bargaining unit. No employee or group of employees shall undertake to represent the Union at meetings with the Employer without the proper authorization of the Union.

3.04 Feminine Terms May Apply

All references to the male gender in this Agreement shall read as applying to the female gender where the context so indicates.

3.05 Copies of the Agreement

The parties agree that this Agreement may be translated into the French language. It is however understood and agreed between the parties that the English version is the official document containing the language and intent of the Agreement and accordingly the one to be used during any dispute or questions that may occur. The Employer agrees to provide copies of the Agreement. The Employer and the Union will share equally in the costs.

3.06 Definition

A full-time employee shall be deemed to be an employee who is regularly scheduled to work more than twenty-four (24) hours per week.

A part-time employee shall be deemed to be an employee who is regularly scheduled to work twenty-four (24) hours per week, or less.

It is agreed and understood that the employees must be available for shift work.

A casual employee is a part-time employee without regularly scheduled hours of work and who works, generally, on a call-in basis after other employees have refused to work shifts which become available.

Employee membership in a bargaining unit, part-time or full-time, shall not be altered except by successful posting into a permanent position into another bargaining unit.

3.07 Personnel File

An employee shall have the right to review her personnel file in the presence of her supervisor providing she gives the Employer two (2) working days notice.

ARTICLE 4 - UNION SECURITY AND CHECK-OFF DUES

4.01 Union Membership

Within two (2) weeks of the signing of this Agreement all employees of the Employer shall, as a condition of employment, become and remain members in good standing of the Union, according to the constitution and bylaws of the Union. As a condition of employment, all new employees shall become and remain members in good standing of the Union.

4.02 Dues Check-Off

The Employer agrees to deduct each month from all employees covered by this Agreement an amount equivalent to the monthly dues of the Union and to remit the amount so deducted to the Secretary-Treasurer of the Union not later than the fifteenth (15th) day of the following month accompanied by a list of the names of all employees from whose wages the deductions have been made.

4.03 The Employer agrees to provide the Union with the addresses and classifications of all employees once a year (anniversary date of Agreement) and furthermore agrees to notify the Union of additions or revisions from time to time.

4.04 The Union agrees to save the Employer harmless from any claims whatsoever that may arise from any deductions of wages in respect of check-off of monthly Union dues, and the provisions of Article 4.

4.05 Dues Receipts

At the same time that income tax (T-4) slips are made available, the Employer shall type on the amount of Union dues paid by each Union member in the previous year.

4.06 New Employees

The bargaining unit President or her designate from the Union Executive shall be given an opportunity to interview each new employee within regular working hours, without loss of pay, for a maximum of fifteen (15) minutes during the first month of employment for the purpose of acquainting the new employee with the benefits and duties of union membership and his/her responsibilities and obligations to the Union. The bargaining unit President or her designate from the Union Executive shall obtain permission from his or her immediate supervisor prior to holding such interview.

4.07 Technical Information

The Employer shall make available to the Union, in writing, or request the following information required by the Union: job descriptions, positions in the bargaining unit, job classifications, wage rates, and welfare plans relating to the bargaining unit. Such information shall be supplied to the Union within four (4) to six (6) weeks after such request is made, unless the Employer requires more time to prepare or compile the information sought.

ARTICLE 5 - CORRESPONDENCE

5.01 All correspondence between the parties arising out of this Agreement or incidental thereto shall pass to and from the Administrator or designate of the Nursing Home or his designate, and the Secretary of the Union, or the Secretary's designate.

The parties shall keep each other current with the addresses for correspondence required to satisfy the terms of this provision.

ARTICLE 6 - UNION REPRESENTATION

6.01 The Employer agrees to recognize:

- (i) a bargaining and labour-management committee comprised of not more than four (4) employees;
- (ii) a grievance committee comprised of not more than two (2) employees;

- (iii) an occupational Health and Safety Committee comprised of not more than three (3) employees; and
- (iv) two (2) stewards.

6.02 For the purpose of this Article the name and position of each of the committee members and stewards from time to time selected shall be given to the Employer in writing and the Employer shall not be required to recognize any such committee members or stewards until it has been so notified.

6.03 The Employer undertakes to instruct all of its managerial and non-bargaining unit employees to co-operate with the committee members and stewards in the carrying out of the terms and requirements of this Agreement.

6.04 The Union undertakes to secure from its committee members, stewards, and members their co-operation with the Employer and all persons representing the Employer in a managerial and non-bargaining Union capacity.

6.05 The privileges of all committee members and stewards to leave their work without loss of basic pay to attend to Union business is granted on the following conditions:

- (i) such business must be between the Union and management of the Employer;
- (ii) the time shall be devoted to the prompt handling of necessary Union business;
- (iii) the committee members and stewards shall obtain the permission of their immediate supervisor before leaving their work. Such permission must be sought as far as possible in advance and will not be unreasonably withheld.

6.06 The Union shall have the right at any time to have the assistance of representatives of the Canadian Union of Public Employees when dealing or negotiating with the Employer. Such representative(s) shall have access to the Employer's premises upon request by appointment with the Administrator or designate to investigate and assist in the settlement of a grievance.

6.07 All committee members and stewards shall have completed their probationary period.

6.08 Labour/Management Committee

A Labour Management Committee shall be established consisting of four (4) representatives of the Union and not more than four (4) representatives of the Employer. This Committee shall meet within fifteen (15) days of the request of either party or otherwise as agreed. The Committee shall concern itself with reviewing suggestions, matters of working conditions, service and improving conditions making for grievances and misunderstandings. This Committee shall not have the power to add, amend, delete or change any part of the Collective Agreement.

6.09 Bargaining Committee

Employees who are members of the bargaining committee shall be permitted to leave their work without loss of basic pay in order to attend negotiations with the Employer, up to but not including arbitration.

ARTICLE 7 - NO STRIKES/NO LOCKOUTS

7.01 In view of the orderly procedures established by this agreement for the settling of disputes and the handling of grievances, the Union agree that, during the life of this agreement, there will be no strike, picketing, or stoppage of work, either complete or partial, and the Employer agrees that there will be no lockout, in accordance with Provincial Government Laws and Regulations.

ARTICLE 8 - GRIEVANCE PROCEDURE

8.01 For purposes of this Agreement, a grievance is defined as a difference arising between the parties relating to the interpretation, application, administration or alleged violation of the Agreement, including any question as to whether a matter is arbitrable.

8.02 It is the mutual desire of the parties that all complaints and grievances be adjusted as quickly as possible. It is understood that any employee may present an oral complaint at any time to his immediate supervisor without resorting to the grievance procedure below. If upon completion of said discussion (oral complaint) the matter is not resolved, it may be grieved and disposed of in the following manner.

8.03 Step 1

Any employee may submit a written grievance to the immediate supervisor. Such grievance must be submitted within ten (10) working days of the occurrence of the event which gave rise to the grievance and must be signed by such grieving employee. Such employee may be accompanied by his steward. The member of management to whom the grievance was submitted shall submit the answer in writing within five (5) working days of the filing of the grievance at Step 1.

8.04 Step 2

Failing settlement at Step 1, such employee, accompanied by the grievance committee shall within ten (10) working days from the time the reply is received at Step 1, present the written grievance to the Administrator or designate who shall discuss the matter with such committee at a meeting set for that purpose. The Administrator or designate shall have ten (10) working days from the date of receipt to render a decision. Such decision shall be in writing.

8.05 The parties agree that the expeditious resolution of grievances is of great value to them. Accordingly, time limits and other conditions of the grievance procedure shall be observed. Failure to observe a time limit or other condition shall entitle the other party to treat the grievances as having been withdrawn.

ARTICLE 9 - POLICY GRIEVANCE

9.01 A policy grievance by the Employer shall be submitted to the secretary of the Union. The Union shall meet with the Employer and render its decision within twenty (20) working days following receipt of the grievance. Failing satisfactory settlement at this stage, the Employer may refer the grievance to arbitration in the same way as a grievance of an employee.

9.02 A Union policy grievance, which is defined as an alleged violation of this Agreement concerning all or a substantial number of the employees in the bargaining unit may be lodged by the Chairman of the grievance committee in writing with the Nursing Home Administrator or designate at any time within ten (10) working days after the circumstances giving rise to such grievance occurred or originated.

9.03 Policy grievance pursuant to Article 9.01 and 9.02 shall be initiated in writing at Step 2 of the grievance procedure.

ARTICLE 10 - ARBITRATION

- 10.01** Both parties to this Agreement agree that any grievance concerning the interpretation, application, administration, or alleged violation of this Agreement, which has been properly carried through all the steps of the grievance procedure outlined above, and which has not been settled, will be referred to a Board of Arbitration at the written request of either of the parties hereto within ten (10) working days after the decision is given at Step 2.
- 10.02** The Board of Arbitration will be composed of one (1) person appointed by the Employer, one (1) person appointed by the Union and a third person to act as Chairman chosen by the other two members of the Board.
- 10.03** Within seven (7) working days of the request of either party for a Board, each party shall notify the other in writing of the name of its appointee.
- 10.04** Should the person chosen by the Employer to act on the Board, and the person chosen by the Union, fail to agree on a third person within thirty (30) days of the notification mentioned in Article 10.03 above, the Minister of Labour of the Province of Ontario will be asked to nominate a person to act as Chairman.
- 10.05** The decision of a Board of Arbitration, or a majority thereof, constituted in the above manner shall be binding on both parties.
- 10.06** The Board of Arbitration shall not have any power to alter or change any of the provisions of this Agreement to substitute any new provisions for any existing provisions, nor to give any decision inconsistent with the terms and provisions of this Agreement.
- 10.07** Each of the parties to this Agreement will bear the expenses of the Arbitrator appointed by it, and the parties will jointly bear the expenses, if any, of the Chairman.
- 10.08** If the Employer and the Union consent in writing then the afore-mentioned procedure relating to the constitution of a Board of Arbitration may be waived and grievances proceeding to arbitration may in such circumstances be heard by a single Arbitrator.
- 10.09** The parties agree that the time periods set forth in Article 8, 9 and 10 are mandatory and may only be changed by the express consent of both parties in writing.

ARTICLE 11 - DISCHARGE AND SUSPENSION CASES

- 11.01** A claim by any employee who has completed his probationary period that he has been discharged or suspended without just cause shall be treated as a grievance if a written statement of such grievance is filed at Step 2 of the grievance procedure within five (5) working days after such employee ceases working for the Employer or has been suspended. Such grievances may be settled by:
- (a) confirming the Employer's action in dismissing or suspending such employee;
 - (b) reinstating such employee with full or partial compensation for time lost; or
 - (c) any other arrangement which is just and equitable in the opinion of the conferring parties or the Board of Arbitration or the single Arbitrator, as the case may be.
- 11.02** When an employee is discharged or suspended, he will be advised in writing of the reasons therefore and a copy will be given to the Union.
- 11.03** 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 his steward to be present at the interview.

ARTICLE 12 - PAYMENT OF WAGES

- 12.01** Schedule "A" attached hereto and headed "Wages and Classifications" sets forth the minimum wage rates and is hereby made part of this Agreement.
- 12.02** **Pay Days**
- The Employer agrees that wages will be paid every second Thursday by direct deposit payroll only. Employees will be paid wages for each period including overtime due to the employee. On each pay day each employee shall be provided with an itemized statement of his wages, overtime and other supplementary pay and deductions. The employee's hourly rate is to be placed on the cheque stub.

ARTICLE 13 - HOURS OF WORK

13.01 Normal Hours of Work

The following provisions are intended to define normal hours of work and shall not be construed as a guarantee of hours of work per day or week or of days of work per week.

The normal work day for employees shall be seven and one-half (7½) hours per day and the normal work week shall be thirty-seven and one-half (37½) hours per week. Despite this provision, the parties acknowledge that there are regular shifts of work which are normally shorter than seven and one-half (7½) hours per day and regular work weeks which are normally shorter than thirty-seven and one-half (37½) hours.

13.02 Meal Period

There shall be an uninterrupted meal period of one-half (½) hour, approximately at the mid-point of a shift of five (5) hours duration or greater. The meal period is calculated from the time an employee leaves his work area to the time the employee actually returns to his work area.

13.03 Rest Period

There shall be one (1) fifteen (15) minute rest period in the first half of each shift and one (1) fifteen (15) minute rest period in the second half of each shift. It is agreed and understood that the fifteen (15) minute rest period is calculated from the time an employee leaves his work area, up to the time the employee actually returns to his work area.

13.04 Scheduling Changes

The Employer agrees to discuss with the Union, or on an as required basis, major changes or improvements in scheduling. The Employer further agrees to discuss proposals from the Union with regard to major improvements or changes in the schedules.

13.05 Working Schedules

- (a) Full-time employees shall receive at least every second weekend off. Other arrangements for weekends off may be agreed to between the Employer and an employee. Notwithstanding any other terms of this Agreement, in cases of emergency, if no employees are available for weekend work by mutual agreement, the Administrator or designate shall have the right to schedule the most junior qualified employee to perform

the work in question. For the night shift, a weekend is defined as the time commencing Friday at 10:00 p.m. and ending Sunday at 10:00 p.m. For the balance of shifts, a weekend is defined as Saturday and Sunday.

- (b) There shall be no split shifts and no rotating shifts except by mutual agreement of the parties.
- (c) Full-time employees shall not be scheduled for more than five (5) consecutive days of work without days off, except by mutual agreement between the Employer and the employee concerned.
- (d) Work schedules shall be posted two (2) weeks in advance and they shall cover a six-week (6) period. Once established, such work schedules shall not be changed without mutual consent of the parties.
- (e) Once the upcoming six (6) week schedule is posted by the Employer, employees may accept or refuse additional shifts by submitting the *Request Form for Addition Shifts* to their immediate Supervisor. The Form must be submitted to the Employer no later than seven (7) days prior to commencement of the six (6) week schedule.
- (f) Once the six (6) week schedule has commenced, any additional shifts shall be offered by seniority in the following order:
 - (i) part-time employees
 - (ii) casual employees
 - (iii) full-time employees

13.06 Change of Shifts

Employees may, for their own personal convenience, with the approval of the Employer, arrange to change shifts with other appropriately qualified employees. In such cases the Employer shall not be responsible or liable for overtime premiums for employees so involved that may arise due to change of shifts, and furthermore, the Employer shall not be responsible for non-compliance with any scheduling provisions arising pursuant to the terms of this Agreement as a consequence of the exchange of shifts. In any event, it is agreed and understood that should an employee change shifts and then be unavailable for whatever reason to perform work on the changed shift, the Employer will endeavour to find a replacement for the shift in accordance with the regular call-in procedures. If no other employee can be found, then the original employee shall be required to work the scheduled shift.

13.07 Christmas or New Year's Off

The Employer agrees that the holiday schedules shall provide that every employee shall have at least Christmas or New Year's Day off.

It is further agreed that if an employee wishes to work at Christmas and New Year's, appropriate arrangements will be made between the Administrator or designate and the employee concerned.

Employees with ten (10) or more years of service may request Christmas and New Year's off. The Employer will endeavour to accommodate these requests in order of seniority.

13.08 Notice of Change of Shift

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

ARTICLE 14 - OVERTIME

14.01 Overtime Rates

- (i) On a regular workday - time and one-half (1½) the employee's straight time hourly rate, after seven and one-half (7½) hours in any one (1) day or shift;
- (ii) After 37.5 hours worked in a week - time and one-half (1½) the employee's straight time hourly rate;
- (iii) On a holiday - time and one-half (1½) the employee's straight time hourly rate in addition to holiday pay if qualified; and
- (iv) On a holiday when the employee was not scheduled to work - double time the employee's straight time hourly rate in addition to holiday pay.

14.02 There shall be no overtime worked in any operation while there are available employees on lay-off able and willing to perform the work when requested by the Administrator or designate.

14.03 No Lay-Off to Compensate for Overtime

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

14.04 Overtime premiums and any other form of premium pay within this Agreement shall not be paid more than once for any hour worked. There shall be no pyramiding of overtime.

14.05 Overtime and Call-Back

Overtime and call-back work shall, as far as practically possible, having regard to the safe and efficient operation of the Home, be divided equitably among employees in order of seniority who are qualified and willing to perform the work that is available. In the event the Employer is unable to obtain sufficient employees who are qualified and willing to perform such work, the Administrator or designate shall have the right to schedule the most junior qualified employee to perform the overtime or call-back work in question.

It is agreed that employees who refuse to perform such overtime work or call-back, or who cannot be contacted by the Home, shall be deemed to have worked the hours in question for purposes of overtime equalization.

14.06 Minimum Call-Back Time

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

14.07 The above provisions will apply only where an employee is required by the Employer to work overtime or is called back.

ARTICLE 15 - PAID HOLIDAYS

15.01 The Employer recognizes the following as paid holidays:

New Year's Day	Family Day
Good Friday	Easter Monday
Queen's Birthday	Canada Day
Civic Holiday	Labour Day
Thanksgiving Day	Christmas Day
Boxing Day	Floating Day

and any other day declared or proclaimed as a holiday by the Federal, Provincial or Municipal Governments.

- 15.02** The Employer will grant a floating holiday to each employee. A floating holiday shall be scheduled by agreement between the employee and the Employer. Requests for a float day will not be unreasonably denied.
- 15.03** Any employee who works on any of the listed paid holidays shall be paid at the rate of double time and one-half (2½) such employee's regular hourly rate of pay.
- 15.04** Subject to the provisions of Article 15.02, payment for such holidays shall be based on such employee's regular hourly rate multiplied by the number of hours he would normally have worked on such day.
- 15.05** Where one (1) of the paid holidays fall during an employee's approved vacation period, or on an employee's scheduled day off, the employee shall receive another day off with pay at a time mutually agreed upon between the employee and the Employer or by mutual agreement a day's pay in lieu thereof.
- 15.06** In order to be entitled to payment for a paid holiday, an employee:
- (a) must have passed his probationary period;
 - (b) must have worked his full scheduled work day immediately preceding the holiday and his full scheduled work day immediately following the holiday, unless written permission to be absent has been obtained from the Administrator or designate or unless absent due to illness verified to the Administrator or designate.
 - (c) A part-time employee who has worked 12 days in the 28 days preceding the holiday shall be entitled to payment for that day.

ARTICLE 16 - VACATIONS

- 16.01** An employee shall receive an annual vacation and vacation pay in accordance with length of service based on 1725 hours worked being equal to one (1) year of vacation entitlement as follows:

A week of vacation shall start on a Monday and end on the following Sunday. In exceptional circumstances an employee may at the time of submitting his/her request for vacation, request that the week of vacation start on a day other than a Monday. Approval shall not be unreasonably withheld by the Employer.

- (a) Less than 1725 hours worked, one (1) day for each month of service worked to a maximum of two (2) weeks with vacation pay calculated at four percent (4%) of gross earnings paid by the Employer.
- (b) 1725 hours worked but less than 8,625 hours worked, two (2) weeks with vacation pay calculated at four percent (4%) of gross earnings paid by the Employer.
- (c) 8,625 hours worked but less than 17,250 hours worked, three (3) weeks with vacation pay calculated at six percent (6%) of gross earnings paid by the Employer.
- (d) 17,250 hours worked but less than 25,875 hours worked, four (4) weeks with vacation pay calculated at eight percent (8%) of gross earnings paid by the Employer.
- (e) 25,875 hours worked but less than 39,675 hours worked, five (5) weeks with vacation pay calculated at ten percent (10%) of gross earnings paid by the Employer. Effective January 1, 2017, 25,875 hours worked but less than 37,950 hours worked, five (5) weeks with vacation pay calculated at ten percent (10%) of gross earnings paid by the Employer.
- (f) 39,675 hours worked but less than 48,300 hours worked, six (6) weeks with vacation pay calculated at twelve percent (12%) of gross earnings paid by the Employer. Effective January 1, 2017, 37,950 hours worked but less than 48,300 hours worked, six (6) weeks with vacation pay calculated at twelve percent (12%) of gross earnings paid by the Employer.
- (g) 48,300 hours or more worked, seven (7) weeks with vacation pay calculated at fourteen percent (14%) of gross earnings paid by the Employer.

16.02 Employees' accumulated vacation pay shall be paid out in conjunction with the employees' taking vacation leave at the rate of two per cent (2%) of gross earnings paid by the Employer during the previous calendar year. Such pay out shall be made with the payroll that covers the pay period during which the majority of the week of vacation is taken.

Any vacation pay accrued during the previous calendar year which has not been used for the purpose of vacation leave shall be paid to all employees on the first payroll of December of each year.

16.03 Vacation Schedules

Employees shall deliver applications for their scheduled vacations to their immediate supervisors or designate by no later than April 1 of the year in which the vacations are sought. The Employer shall advise employees regarding their applications for scheduled vacation within three (3) weeks of receipt of the application. It is agreed that vacations will be scheduled by the Employer on the basis that should any difficulties or conflicts arise over the scheduling of vacation between two (2) or more employees, the employee with the greatest seniority shall be given preference. The scheduling of vacations shall be determined in order of seniority. The vacation schedule for each year will be posted by May 1st of such year and once posted will not be changed without the consent of the affected employees.

Employees who do not request their vacation by April 1st in a year, may subsequently submit a request for vacation, but must do so at least fourteen (14) days before the day on which the schedule is posted for the period during which the requested vacation will take place.

16.04 Vacation Period

Employees shall not take more than two (2) weeks of vacation during the months of July and August and shall not take vacations between December 23rd and January 2nd.

16.05 Vacation Pay on Termination

An employee terminating employment at any time in a vacation year prior to using his vacation shall be entitled to a proportionate payment of vacation pay to be paid within a reasonable time following termination.

16.06 Vacation Pay on Retirement

On retirement at the normal retirement age of the employee, an employee shall be entitled to the same vacation pay which would have been earned if the employee had continued in employment to the end of the calendar year.

ARTICLE 17 - LEAVE OF ABSENCE

17.01 General

The Employer may grant a leave of absence if any employee requests it in writing and if the leave is for good reason and does not unreasonably interfere with the efficient operation of the Nursing Home.

17.02 Bereavement Leave

In the event of the death of an employee's father, mother, spouse (including common-law spouse), grandparent; grandchild, mother/father-in-law, or child, the employee will be granted a paid leave of absence for five (5) consecutive days and the leave shall commence with the day of death. In the event of the death of an employee's brother or sister, the employee will be granted a paid leave of absence for three (3) consecutive days and the leave shall commence with the day of death. In the event of the death of an employee's, daughter-in-law, son-in-law, or sister-in-law the employee will be granted a paid leave of absence for two (2) consecutive days and the leave shall commence with the day of the death. In the event of the death of an employee's aunt or uncle, niece or nephew the employee will be granted a paid leave of absence for one (1) day for the purpose of attending the funeral or equivalent service. Any employee who is eligible to receive paid bereavement leave pursuant to this Article shall be paid only for shifts during the leave which he or she otherwise would have worked. Any employee who is eligible to receive paid bereavement leave pursuant to this Article will be allowed to save one (1) day to attend the funeral service or spring interment.

Any employee shall not be eligible to receive any paid bereavement leave for any period of time during which he is receiving any other payments relating to his employment such as holiday pay, vacation pay, etc. This article applies only to employees who have passed the probationary period. Where the burial occurs at a locale in excess of three hundred and fifty (350) miles from Embrun, such bereavement leave shall include reasonable travelling time to be approved by the Administrator or designate, such not to exceed two (2) days without pay.

17.03 Jury Duty Leave

The Employer shall grant leave of absence without loss of seniority and without loss of pay to any employee who is summoned to serve as a juror. The employee will present proof of jury service to the Administrator or designate and will sign over to the Nursing Home all monies received from

court in connection with such jury duty except monies received for travel purposes. When the employee signs over such monies received from court, he will at that point in time be paid by the Employer for the time spent serving as juror.

17.04 Statutory Leaves of Absence

- (a) **Employees shall be granted statutory leaves in accordance with qualifying terms and conditions of Ontario *Employment Standards Act, 2000*, as amended from time to time.**

On January 1, 2019, the statutory leaves provided for under the Ontario *Employment Standards Act, 2000*, as amended from time to time include the following:

- i. Pregnancy Leave
- ii. Parental Leave
- iii. Family Medical Leave
- iv. Organ Donor Leave
- v. Family Caregiver Leave
- vi. Critical Illness Leave
- vii. Child Death Leave
- viii. Crime-Related Child Disappearance Leave
- ix. Domestic or Sexual Violence Leave
- x. Sick Leave
- xi. Bereavement Leave
- xii. Family Responsibility Leave
- xiii. Emergency Leave, Declared Emergencies
- xiv. Reservist Leave

(b) Pregnancy Leave

- (i) Pregnancy leave without pay shall be granted in accordance with the Ontario *Employment Standards Act*, as amended from time to time, unless otherwise amended in these provisions.
- (ii) An employee who is pregnant shall be entitled, upon application, to pregnancy leave without pay. Pregnancy leave shall be granted for up to seventeen (17) weeks and may begin no earlier than seventeen (17) weeks before the expected birth date.
- (iii) The employer must have started employment with her Employer at least thirteen (13) weeks prior to the expected date of birth.
- (iv) The employee shall give the Employer at least two (2) weeks' written notice of the day upon which she intends to commence her leave of

absence, unless impossible, and furnish the Employer with a certificate from a legally qualified medical practitioner stating that she is pregnant and giving the estimated day upon which delivery will occur.

- (v) The employee shall give at least four (4) weeks' notice of her intention to return to work. The employee may shorten the duration of the leave of absence requested under this Article upon giving the Employer four (4) weeks' notice of her intention to do so and furnishing the Employer with a certificate of a legally qualified medical practitioner stating that she is able to resume her work.
- (vi) An employee who is on pregnancy leave as provided for under this Article, who has completed ten (10) months of continuous service and has applied for and is in receipt of Employment Insurance benefits pursuant to Section 22 of the *Employment Standards Act*, shall be paid a supplemental unemployment Benefit. That benefit will be the equivalent to the difference between seventy-five percent (75%) of her regular weekly earnings and the sum of her weekly rate of Employment Insurance Benefits and any other earnings. Such payment shall commence following completion of the one (1) week Employment Insurance waiting period and receipt by the Employer of the employee's Employment Insurance cheque stub as proof that she is in receipt of Employment Insurance pregnancy benefits and shall continue while the employee is in receipt of such benefits for a maximum period of fifteen (15) weeks. The employee's regular weekly earnings shall be determined by multiplying her regular hourly rate on her last day worked prior to the commencement of the leave times her normal weekly hours.
- (vii) Credits for service for the purpose of salary increments, vacations, or any other benefit included and prescribed by the *Ontario Standards Act*, shall continue and seniority shall accumulate during the leave.
- (viii) The Employer shall continue to pay the Employer's portion of medical, dental, group life and any other benefit included and prescribed by the *Ontario Employment Standards Act* provided the employee elects, in writing, to continue her share of the premiums and pays her portion by the fifteenth (15th) of the month that the premiums are due.
- (ix) An employee who intends to resume her employment on the expiration of the leave of absence granted under this Article shall so advise the Employer when she requests the leave of absence. On her return to work, the Employer shall reinstate the employee to her position, if it still exists, or to a comparable position where the employee's former position no longer exists. All employees who fill vacancies as a result of the leave of absence shall be returned to their former positions.

(c) Parental Leave

- (i) Parental leave without pay shall be granted in accordance with the Ontario *Employment Standards Act*, as amended from time to time, unless otherwise amended in these provisions.
- (ii) An employee who becomes a parent, and who has been employed for at least thirteen (13) weeks immediately preceding the date of birth of the child or the date the child first came into care or custody of the employee, shall be entitled to parental leave without pay.
- (iii) 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.
- (iv) Parental leave shall be granted for up to sixty one (61) weeks if the employee also took pregnancy leave and up to sixty-three (63) weeks in duration if the employee did not.
- (v) An employee not on pregnancy leave requesting parental leave, shall give the Employer four (4) weeks written notice of the date the leave is to begin.
- (vi) An employee may end her parental leave as set out in paragraph (iv) above (or earlier) by giving the Employer written notice at least four (4) weeks before the last day of the leave.
- (vii) For the purpose of Parental Leave, the provisions under 17.04 (b) (vii), (viii) and (ix) shall also apply.

17.05 Union Leave

Leave of absence for a total of not more than forty-five (45) working days per year without pay but without loss of benefits shall be allowed for Union representatives to attend conferences, conventions, executive and committee meetings of CUPE, its affiliated or chartered bodies, and any labour organizations with which the Union is affiliated. The said forty-five (45) working days can be divided between Union representatives as the Union sees fit. The Administrator or designate shall be consulted in this regard.

17.06 Pay During Leave of Absence for Union Work or Convention

An employee shall receive the pay and benefits provided for in this Agreement when on unpaid leave absence for Union work or conventions. However, the Union shall reimburse the Employer for all pay and benefit costs during the period of absence.

17.07 Whenever they are used in the Collective Agreement, the terms seniority and service shall be deemed to refer to length of employment subject to the following condition:

- (a) It is understood that during an approved absence not paid by the Employer not exceeding forty-five (45) continuous calendar days or any approved absence paid by the Home, both seniority and service will accrue.
- (b) During an absence not paid by the Employer exceeding forty-five (45) continuous calendar days other than an absence under the pregnancy/parental leave provisions, credit for service for purposes of salary increment, vacation, sick leave, or any other benefits under any provisions of the Collective Agreement elsewhere, shall be suspended. In addition, the employee will become responsible for full payment of subsidized employee benefits in which he/she is participating for the period of the absence.
- (c) It is further understood that during such leave of absence not paid by the Employer, credit for seniority for purposes of promotion, demotion, transfer or lay-off shall be suspended and not accrue during the period of absence. Notwithstanding this provision seniority shall accrue for a period of twenty-four (24) months if an employee's absence is due to a disability resulting in benefits under the *Workplace Safety and Insurance Act*. Credit for seniority for pregnancy and parental leave shall be in accordance with the *Employment Standards Act*.
- (d) Benefits: *Workplace Safety and Insurance Act* and Paid Leave

The Employer shall continue to pay premiums for benefit plans for employees who are on a paid leave of absence or absent and in receipt of benefits under the *Workplace Safety and Insurance Act* if such employees continue making their contribution towards the benefits. It is understood that the obligation of the Employer to pay premiums for benefits while employees are absent and in receipt of *Workplace Safety and Insurance Act* benefits shall continue for up to twelve (12) months following the date of the injury.

ARTICLE 18 - PROMOTIONS AND STAFF CHANGES

18.01 Job Posting

All permanent and temporary vacancies when known to be 3 months or more shall be posted at the Nursing Home for a period of five (5) working days. Any employee in the bargaining unit may make application for such vacancy. In the filling of the vacancy, appointment shall be made of the

senior qualified applicant. If a suitable candidate is not available from within the bargaining unit for the posted vacancy, then nothing prevents the Employer from hiring persons from outside the bargaining unit to fill the vacancy.

18.02 Only the original and one (1) other vacancy shall be posted and the remaining vacancies which may occur shall be filled at the discretion of the Employer.

18.03 Information on Postings

Furthermore, it is agreed that job postings shall include the job title, qualifications, and wage rate of the position. As well, the Employer will give copy of the job posting and the name of the successful applicant to the Union.

18.04 Trial Period

The successful applicant shall be placed on trial for a period of 70 hours of work. Conditional on satisfactory service, such trial promotion shall become confirmed after the period of 70 hours of work. The trial period may be extended with mutual agreement. In the event the successful applicant proves unsatisfactory in the position during the aforementioned trial period, or if the employee finds himself unable to perform the duties of the new job classification, he shall be returned to his former position and salary without loss of seniority and wage or salary. Any other employee promoted or transferred because of the rearrangement of positions shall also be returned to his former position and salary without loss of seniority and wage or salary.

18.05 The Employer shall have the right to fill any vacancy on a temporary basis, in order of seniority, until the selection procedure provided herein has been completed, including the trial period, and arrangements have been made to permit the applicant selected to fill the vacancy to be assigned to the job.

18.06 New Classification

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

If the Union disagrees with the rate, it shall have the right to request a meeting with the Employer, provided the Union requests such meeting within ten (10) days of receiving the notice from the Employer. At such meeting, the parties will review the rate, the Employer's rationale for

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

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

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

ARTICLE 19 - SENIORITY

19.01 Seniority and Service Defined

Seniority and service as referred to in this Agreement shall mean length of continuous service in the bargaining unit as reflected by total hours worked. One (1) year of seniority and service shall be equal to one thousand seven hundred and twenty-five (1725) hours worked.

19.02 Probationary Period

A newly hired employee must successfully complete a probationary period of four hundred and fifty (450) hours worked from the date of last hire. During their probationary period, employees shall be entitled to all rights and provisions of this Collective Agreement unless otherwise specified. The termination of a probationary employee shall be based on a fair and proper assessment against reasonable standards of performance and suitability.

19.03 Seniority Lists

Seniority lists will be revised each six (6) months and a copy of the list will be posted on the bulletin board with a copy being given to the Union. If an employee does not challenge the position of his name on the seniority list within ten (10) working days from the date his name first appears on the list, then he shall be deemed to have proper seniority standing. The ten (10) working days are defined to mean the first ten (10) scheduled working days of an employee following the posting.

19.04 Loss of Seniority

Seniority shall terminate and an employee shall cease to be employed by the Employer when he:

- (a) voluntarily quits his employment with the Employer;
- (b) is discharged and is not reinstated through the grievance procedure or arbitration;
- (c) is off the payroll for a continuous period of twenty-four (24) months;
- (d) fails to return to work upon the termination of an authorized leave of absence unless a reason for failing to return on time which is acceptable to the Employer is submitted in writing by the employee;
- (e) accepts gainful employment with another Employer while on a leave of absence without first obtaining the consent of the Employer in writing;
- (f) is absent from work for three (3) consecutive scheduled work days without notifying the Employer, unless such notification was not reasonably possible; and
- (g) fails to return to work within seven (7) calendar days following a layoff after being notified by registered mail to return to work. Such registered mail shall be addressed to the last address on file with the Employer. It is the responsibility of the employee to keep the Employer informed of his current address.

ARTICLE 20 - LAYOFFS AND RECALL

20.01 Lay-Off and Rehiring Procedure

- (a) Both parties recognize that job security should increase in proportion to length and quality of service. Therefore, in the event of a lay-off, employees shall be laid off in accordance with Article 19 - Seniority. Employees shall be recalled in the order of their seniority, providing they are qualified to do the work.
- (b) The procedure defined in this article applies to all employees. It is understood however that there are separate bargaining units in the nursing home for full and part-time employees. Part-time layoffs are therefore separate from full-time layoffs.

No full-time employee shall be laid off by reason of her duties being assigned in one or more part-time employees.

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

20.03 Notice of Lay-Off

In the event of a proposed lay-off of a permanent or long-term nature of thirteen calendar weeks or more, the Employer will:

- (a) provide the Union with at least eight (8) weeks notice prior to its implementation. This notice is not in addition to required notice for individual employees.
- (b) provide affected employees with notice in accordance with the Employment Standards Act. However, the Act will be deemed to be amended to provide notice to the affected employee as follows:
 - if his/her service is greater than 9 years – 9 weeks' notice
 - if his/her service is greater than 10 years – 10 weeks' notice
 - if his/her service is greater than 11 years – 11 weeks' notice
 - if his/her service is greater than 12 years – 12 weeks' notice
- (c) meet with the Union through the Labour Management committee to review the reasons and expected duration of the lay-off, any realignment of service or staff and its effect on employees in the bargaining unit.

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

20.04 Lay-Off Procedure

- (a) In the event of lay-off, the Employer shall lay-off employees in the reverse order of their seniority within their classification, provided that there remain on the job employees who have the ability and qualifications as required by law to perform the work.
- (b) An employee who is subject to lay-off shall have the right to either:
 - (i) accept the layoff; or
 - (ii) displace an employee who has lesser bargaining unit seniority in a lower or identical paying classification in the bargaining unit if the employee originally subject to lay-off is qualified for and can

perform the duties of the lower or identical paying classification without training other than orientation. Such employee so displaced shall be laid off.

- (iii) in the event that an employee is laid off from the full-time bargaining unit and provided that no other full-time bargaining positions are available for which the employee is qualified and able to perform, the full-time bargaining unit employee shall then be allowed to displace a part-time bargaining unit employee with less seniority provided that the employee is qualified and able to do the work available.

20.05 Recall Rights

- (a) An employee shall have opportunity of recall from a lay-off to an available opening, in order of seniority, provided she has the ability and qualifications to perform the work after such opening is filled on a regular basis under a job posting procedure. In determining the ability and qualifications of an employee to perform the work for the purposes of the paragraph above, the Employer shall not act in an arbitrary manner.
- (b) No new employees shall be hired until all those laid off have been given an opportunity to return to work and have failed to do so, in accordance with the loss of seniority provision, or have been found unable to perform the work available.
- (c) It is the sole responsibility of the employee who has been laid off to notify the Employer of his/her intention to return to work within seven (7) calendar days after being notified to do so by registered mail, (which notification shall be deemed to have been received on the second date of mailing) and return to work within seven (7) calendar days after being notified. The notification shall state the job to which the employee is eligible to be recalled and the date and time at which the employee shall report for work.
- (d) Employees on lay-off or notice of lay-off shall be given preference for temporary vacancies which are expected to exceed twenty (20) days of work. An employee who has been recalled to such temporary vacancy shall not be required to accept such recall and may instead remain on lay-off. This provision supersedes the job posting provision.

ARTICLE 21 - SICK LEAVE

21.01 Amount of Paid Sick Leave

A full time employee who has accumulated one thousand seven hundred and twenty five (1725) hours with Foyer St. Jacques Nursing Home Ltd. is eligible for sick pay.

Sick pay is an earned benefit to be accrued as follows:

Employees shall earn one and one-half (1½) days for every month of service. Where an employee has been employed by the Home for a period of twelve (12) months prior to December 31st, in any year, the employee shall be entitled to a payment of an amount equal to eighteen (18) days wages at the employee's straight time hourly rate to be paid to the employee in two (2) separate installments of nine (9) days each, one (1) installment to be paid prior to July 31st and the second installment to be paid prior to January 31st of the subsequent year. Each installment shall be paid on a separate cheque.

21.02 An employee may be required to produce a certificate from a medical practitioner for any illness in excess of three working days, certifying that the employee was unable to carry out his/her duties due to illness.

21.03 Whenever possible, an employee on sick leave must notify his/her supervisor at least one day before his/her intention to return to work.

21.04 It is the Employer's right in order to ensure the health and safety of residents and employees, and the safe and efficient operation of the Home, to require any employee to submit to medical examination(s) and medical testing. It is however agreed that there will be consultation on which physician(s) is/are to be used in this regard. It is further agreed that the Employer will bear the full cost of the medical examination(s) and medical testing it so requires. Any medical report issued pursuant to such medical examination(s) will be submitted by the physician to the Employer and to the employee concerned.

21.05 An employee's reinstatement after an extended sick leave will be conditional on his supplying, when requested, a certificate from a physician that he has fully recovered from the sickness which caused his absence.

21.06 The parties agree that if the sick leave scheme of this collective agreement should qualify for the rebate or reduction of premiums under the Employment Insurance legislation, the Employer, if it applies for the reduction, shall be entitled to retain the employee portion of the rebate/reduction towards offsetting the cost of benefits contained in this agreement.

ARTICLE 22 - BULLETIN BOARDS

22.01 The Employer agrees to permit the Union to post notices of meetings and Union business and affairs on a bulletin board provided by the Employer for such purposes. It is agreed however that before posting, such notices must be approved in writing by the Administrator or designate and must be initialed by a representative of the Union. Such approval shall not be unreasonably withheld.

ARTICLE 23 - UNIFORMS AND SHIFT PREMIUMS

23.01 Where a uniform is required by the Employer to be worn by an employee but is not supplied by the Employer, the Employer shall pay an annual clothing allowance of \$120.00 (\$10.00 per month) to full-time employees or \$70.00 (\$5.83 per month) to part-time employees. This allowance will be paid only after the employee has passed the probationary period of 450 hours. The allowance will be paid for each full month of work. The allowance will be paid twice a year, on the second pay in December and the second pay of June.

23.02

(a) Shift Premium

Employees shall receive an additional forty cents (40¢) per hour to their regular hourly rate when the majority of their hours are worked between the hours of 1400 hours and 0600 hours.

(b) Weekend Premium

Employees shall receive an additional twenty-five cents (25¢) per hour on all hours worked between Friday at 10:00 p.m. until Sunday at 10:00 p.m.

Effective January 1, 2019, employees shall receive an additional thirty cents (30¢) per hour on all hours worked between Friday at 10:00 p.m. until Sunday at 10:00 p.m.

ARTICLE 24 - GENERAL MATTERS

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

24.02 The kitchen and laundry room temperature shall be suitable for the type of work performed.

24.03 No Discrimination

The Employer shall exercise its rights in a fair and reasonable manner. The Employer's rights shall not be used to direct the working force in a discriminatory manner. Nor shall these rights be used in a manner which would deprive any employee of his/her employment, except through just cause.

ARTICLE 25 - TEMPORARY TRANSFERS

25.01 When an employee temporarily relieves in or performs the principal duties of a higher paying position, he/she shall receive the rate for the job. When an employee is temporarily assigned to a lower paying position than his/her own, his/her rate shall not be reduced.

25.02 Responsibility Allowance for Work Outside the Bargaining Unit

- (a) Where an RN is absent from her normal shift, and the Employer temporarily assigns an RPN to carry out some additional responsibilities of the absent RN for a period in excess of ½ shift, the employee shall receive an allowance of seven dollars and fifty cents (\$7.50) for each shift.
- (b) When there is neither an RN nor a Supervisory employee (or above) who is a Registered Nurse in the building and there is an RPN in the building, the above-noted allowance will apply to an RPN who is designated to be in charge of the building.
- (c) It is understood and agreed that only one of the above-noted premiums will apply at any one time.

ARTICLE 26 - BENEFITS, EXTENDED HEALTH, LIFE INSURANCE

26.01

- (a) The Employer agrees to pay 90% of the billed premiums for Blue Cross Extended Health Care Plan or its equivalent for employees electing coverage, conditional on the parties being able to meet the insurer enrolment requirements, if any. The drug benefit portion of the plan will cover only the cost of generic drugs except where prescribed otherwise by the attending health care professional.

There shall be a drug card provided to employees combined with a dispensing fee cap of \$7.50 per prescription. This benefit change will be effective so soon after ratification as the insurer can implement the change.

Vision Care Benefit at two hundred and fifty dollars (\$250.00) every two (2) years. Effective June 23, 2019, vision care benefit at two hundred and seventy-five dollars (\$275.00) every two (2) years and eye examinations seventy-five dollars (\$75.00) every twenty-four (24) months.

- (b) Effective September 25, 2015, the Employer shall provide all employees who have completed their probationary period with a life insurance policy at the Employer's cost providing coverage equal to one point five (1.5) times the employee's earnings for the most recently completed calendar year, rounded to the nearest \$500.00. The carrier shall be selected by the Employer.
- (c) The Employer agrees to pay fifty percent (50%) of the billed premiums for Great West Life Dental Plan or its equivalent at current ODA rates, as adjusted from time to time, for employees electing coverage.

It is understood that the balance of the premium costs for the Great West Life Dental Plan or its equivalent will be paid by the employee through payroll deductions.

26.02 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; and

(iii) vacation pay.

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

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

- .02 Each eligible employee covered by this agreement shall contribute for each pay period an amount equal to four percent (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 percent (4%) of applicable wages to the Plan.

Notwithstanding the foregoing, where an error has been made in deduction, the Employer shall, upon request, make full payment on any outstanding Employer 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 Employer contributions shall be remitted to the Plan by the Employer within thirty (30) days after the end of the calendar month in which the pay period ends for which the contributions are attributable.
- .04 The Union acknowledges and agrees that other than making its contributions to the Plan as set out in this Article, the Employer shall not be obligated to contribute towards the cost of benefits provided by the Plan, or be responsible for providing any such benefits.

The Union and 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 to the Administrator or designate of the Plan, on a timely basis all information required pursuant to the *Pension Benefits Act*, R.S.O. 1990, Ch. P-8, as amended, which the Administrator or designate 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 late enrolment by the Employer

- (iii) To be provided once, and if status changes:

Full address as provided to the Home
Termination date where 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.

ARTICLE 27 - CONTRACTING-OUT

27.01 Contracting-Out

In order to provide job security for the members of the bargaining unit, the Employer agrees that all work or services performed by the employees shall not be sub-contracted, transferred, leased, assigned, or conveyed, in whole or in part, to any other plant, person, company, or non-unit employee.

ARTICLE 28 - DURATION

28.01 This Agreement shall be binding and remain in effect from June 6, 2017 to June 5, 2021 and shall continue from year to year thereafter unless either party gives to the other party notice in writing within ninety (90) days prior to the termination of the Collective Agreement that it desires its termination or amendment.

ARTICLE 29 - RETROACTIVITY

29.01 Retroactivity

All items agreed to during bargaining or awarded through arbitration will be effective on the date of ratification or arbitration award unless specifically set out otherwise.

29.02 The Employer agrees to pay to all permanent employees the appropriate retroactive wage adjustment within forty-five (45) days from the ratification of the Collective Agreement.

All former employees shall be sent notice by the Employer at their last known address and will have forty-five (45) days from the date notice is sent to claim retroactive payments. The Union shall receive a copy of all notices sent to former employees.

Signed in Ottawa Ontario, this 7th day of November 2019.

FOR THE EMPLOYER:

Justine Beaudin 20/11/19

FOR THE UNION:

Emy Li, Dec 3/19
Rachelle Lafontaine 3-12-19

Kellie McEldrum 3-12-19
[Signature]

:mb/cope 491
October 22, 2019

SCHEDULE "A"

Housekeeping, Dietary and Laundry

	Start	One Year	Two Years
June 6/2017	20.09	20.49	20.97
June 6/2018	20.37	20.78	21.26
June 6/2019	20.67	21.09	21.58
June 6/2020	20.98	21.41	21.90

Cook

	Start	One Year	Two Years
June 6/2017	22.14	22.58	23.03
June 6/2018	22.45	22.90	23.35
June 6/2019	22.79	23.24	23.70
June 6/2020	23.13	23.59	24.07

G.H.C.A.

	Start	One Year	Two Years
June 6/2017	20.46	20.91	21.36
June 6/2018	20.75	21.20	21.66
June 6/2019	21.06	21.52	21.98
June 6/2020	21.37	21.84	22.31

Nurses' Aide

	Start	One Year	Two Years
June 6/2017	20.26	20.56	21.14
June 6/2018	20.54	20.85	21.44
June 6/2019	20.85	21.16	21.76
June 6/2020	21.16	21.48	22.09

R.P.N.

	Start	One Year	Two Years
June 6/2017	23.95	24.36	25.30
June 6/2018	24.28	24.70	25.65
June 6/2019	24.64	25.07	26.03
June 6/2020	25.01	25.45	26.42

Maintenance

	Start	One Year	Two Years
June 6/2017	22.74	23.16	23.47
June 6/2018	23.06	23.48	23.80
June 6/2019	23.40	23.48	24.16
June 6/2020	23.75	23.48	24.52

Summer Student

June 6/2017	13.61
June 6/2018	14.20
June 6/2019	14.41
June 6/2020	14.63

PART-TIME ADDENDUM

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

ARTICLE 1 - RECOGNITION

1.01 The Employer recognized the Canadian Union of Public Employees and its Local 3303 as the sole and exclusive bargaining agency for all employees of Foyer St. Jacques Nursing Home Ltd. in Embrun employed for not more than 24 hours per week and students employed during the school vacation period, save and except professional medical staff, registered graduate and undergraduate nurses, graduate pharmacists, undergraduate pharmacists, graduate dieticians, student dieticians, occupational therapists, office and clerical employees, supervisors and persons above such rank.

1.02 A part-time employee shall be deemed to be an employee who is regularly scheduled to work twenty-four (24) hours per week, or less.

A casual employee is a part-time employee without regularly scheduled hours of work and who works, generally, on a call-in basis after other employees have refused to work shifts which become available.

ARTICLE 2 - SENIORITY LISTS

2.01 The Employer shall maintain a separate seniority list for part-time employees showing the date upon which each employee's service commenced. An up to date seniority list shall be sent to the Union and posted on the main bulletin board in January of each year. An employee's name shall not be placed on the seniority list until he has completed his probationary period as outlined in Article 19.02.

2.02 The Employer agrees to post an up to date seniority list on the main bulletin board as soon as reasonably possible after this Collective Agreement comes into force.

2.03 All seniority and vacation credits shall be retained and transferred with the employee when re-classified from part-time to full-time employment. A year seniority shall be calculated on the basis of 1725 hours work.

ARTICLE 3 - VACATIONS

3.01 The same vacation provisions for the full-time employees shall be applied to the part-time employees with vacation pay pro-rated to a percentage of hours worked. One (1) year equals to one thousand seven hundred and twenty-five (1725) hours worked.

ARTICLE 4 - PAYMENT IN LIEU OF FRINGE BENEFITS

4.01 An allowance of 9%, 9.5% effective June 6, 2020 of wages shall be paid to part-time employees in lieu of the following fringe benefits:

- paid bereavement leave
- paid jury or court witness duty
- group life insurance
- extended health care
- sick leave

Signed in Ottawa Ontario, this 7th day of November 2019.

FOR THE EMPLOYER:

FOR THE UNION:

Anthony Leard 26/11/19

[Signature] Dec 3/19

Rachelle Lfontaine 2-10-19

Julie Meldrum 3-12-19

[Signature]

LETTER OF UNDERSTANDING

BETWEEN

FOYER ST-JACQUES NURSING HOME LTD.

AND

C.U.P.E. LOCAL 3303

RE: STUDENTS

The parties agree that employees attending High School and Junior College may be hired during the Summer School Vacation, the Spring Break and the Christmas School Break.

These employees would be paid in accordance with Schedule "A" at the Summer Student Rate.

If these employees are hired outside the above noted periods they would be paid in accordance with Schedule "A" as per their assigned classification.

Signed in Ottawa Ontario, this 7th day of November 2019.

FOR THE EMPLOYER:

FOR THE UNION:

Shelley Brant 26/11/19

Ray L.; Dec 3/19

Rehelle Lafontaine 3-12-19

Kellie Meldrum 3-12-19

JL

:mb/cope 491
October 22, 2019

LETTER OF UNDERSTANDING

BETWEEN

FOYER ST-JACQUES NURSING HOME LTD.

AND

C.U.P.E. LOCAL 3303

RE: RESTORATIVE CARE AIDE

The parties agree to the following:

- 1) The Employer will post one (1) part-time position on the day shift.
- 2) The Employer will post one (1) part-time position on the evening shift.
- 3) Both positions are thirty-seven and one-half hours (37.5 hrs) per pay period.
- 4) The Restorative Care Aide will be placed with the Health Care Aide's rate of pay on Schedule "A" of the Collective Agreement.
- 5) The employees in the part-time Restorative Care Aide positions may be called to work in the Nursing Department after all the part-time Health Care Aides have been called.

Signed in Ottawa Ontario, this 7th day of November 2019.

FOR THE EMPLOYER:

FOR THE UNION:

Shirley Braudat 26/11/19

T. King Dec 3/19

Rachelle Fontaine 3-12-19

Kelcie Meldrum 3-12-19

Jal

.mb/cope 491
October 22, 2019