

COLLECTIVE AGREEMENT

VILLA COLOMBO

Homes for the Aged Inc.

- and -

**CANADIAN UNION OF PUBLIC EMPLOYEES,
and its Local 2553**

TERM:

January 1, 2020

-to-

December 31, 2021

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ARTICLE 1 - PURPOSE

- 1.01 Whereas it is the desire of both parties to this Agreement:
- a) To provide and maintain an orderly relationship between them and to settle conditions of employment of the Employer's employees;
 - b) To recognize the mutual value of joint discussions of matters such as working conditions, employment, services, etc.;
 - c) To work together to secure the best possible care and health protection for the residents of the Home;
 - d) To promote the morale and the well-being of the employees in the bargaining unit;
 - e) To work together to secure the efficient and safe operation of the Home.
- 1.02 Wherever the singular or female is used in this Agreement, it shall be considered as if the plural or masculine has been used where the context so requires.

ARTICLE 2 - SCOPE & RECOGNITION

- 2.01 This Agreement shall apply to all employees in the bargaining unit, save and except professional medical staff, registered and graduate nurses, undergraduate nurses, office and clerical staff, supervisors and persons above the rank of supervisor, recreation and activation supervisor and volunteer coordinator.
- This Article shall be read, subject to the Ontario Labour Relations Board's Certificates and its decision declared November 30, 1981.
- 2.02 The Employer recognizes the Union as the sole collective bargaining agent for all employees of the Employer in the bargaining unit defined above.
- 2.03 Persons whose jobs are not in the bargaining unit shall not perform work normally performed by employees in the bargaining unit except:
- a) In cases of emergency;
 - b) When instructing other employees;
 - c) When performing development or experimental work;
 - d) When regular employees are not available.
- 2.04 No employee shall be required or permitted to make a written or verbal agreement with the Employer or her representatives that may conflict with the terms of this Collective Agreement.

ARTICLE 3 - MANAGEMENT RIGHTS

- 3.01 The union agrees that it is the exclusive function of the Employer:
- a) To maintain order, discipline and efficiency, to establish and to revise from time to time, and enforce reasonable written rules and regulations to be observed by the employees (such rules to be posted by the Employer and a copy sent to the Union);
 - b) To hire, direct, transfer, classify, promote and to discharge or discipline for just cause of its employees;
 - c) Determine the location of the operations, and their expansion or their curtailment, the direction of the working forces, the schedules of operations, the number of shifts, job content and decide on the number of employees needed by the Employer at any time.
- 3.02 The Employer agrees that these functions shall be exercised in a manner consistent with the purpose and terms of the Agreement and that a claim by the Union of unjust discrimination, discharge or discipline may be the subject of a grievance under this Agreement.

ARTICLE 4 - UNION SECURITY

- 4.01 The parties hereto mutually agree that any employee of the Employer covered by this Agreement, who is currently a member of the Union, must, as a condition of employment, remain a member in accordance with the Constitution and By-laws of the Union. Any employee who is not currently a member need not become one, however, any new employee must become a member in accordance with the Constitution and By-laws of the Union, as a condition of employment.
- 4.02 The Employer shall deduct from the pay of all employees who are covered by this Agreement, on the first pay day of each calendar month, Union dues in the amount certified by the Union to the Employer to be currently in effect according to the Union Constitution and By-laws and shall remit same prior to the end of the month to the National Secretary-Treasurer of the Union. The dues shall be accompanied by a list of employees from whose wages deductions have been made and indicate their classification and whether they are full-time, part time or casual.
- 4.03 At the same time that Income Tax (T-4) slips are made available, the Employer shall supply the Union, without charge, receipts in the amount of Union dues paid by each Union member in the previous year.

ARTICLE 5 - REPRESENTATION

- 5.01 Six (6) stewards shall be selected from the bargaining unit provided however, that one steward shall be designated for the night shift. The Union shall notify the Employer, in writing, of the names of such stewards at the time of their appointment and the Employer shall not be required to recognize any steward until it has been so notified.

- 5.02 The steward shall not leave her work to investigate or process any grievances or to negotiate with the Employer without prior consent of the Employer and such consent shall not be unreasonably withheld.
- 5.03 On commencing employment, the employee's immediate supervisor shall introduce the new employee to her Union steward or representative, who will provide her with a copy of the Collective Agreement.
- 5.04 Correspondence between the parties, arising out of this Agreement or incidental thereto, shall pass to and from the C.E.O. and the Secretary of the Union, with a copy to the assigned CUPE National Representative.
- 5.05 No employee or group of employees shall undertake to represent the Union at meetings with the Employer without proper authorization of the Union. In order that this may be carried out, the Union will supply the Employer with the names of its officers. Similarly, the Employer will, if requested, supply the Union with a list of its supervisory or other personnel with whom the Union may be required to transact business.
- 5.06 A Union Bargaining Committee shall be appointed and consist of not more than four (4) members of the Union. The Union will advise the Employer of the Union nominees on the Committee. The employees who are on the Union Negotiating Committee shall receive the regular straight time hourly rate for all regular hours they would have been scheduled to work but were unable to because of direct negotiations, up to and including Conciliation.
- The Union may appoint up to an additional two (2) members of the Union to participate on the Union Bargaining Committee. These employees will participate at no expense to the Employer and shall continue to be paid by the Employer and reimbursed by the Union.
- NOTE: Agreed to with the understanding that the Employer will be reimbursed by the Union for wages and all related benefit costs for the additional two (2) members.*
- 5.07 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 representatives shall request permission of the C.E.O. to meet with employees on the Employer's premises and such permission shall not be unreasonably withheld.
- 5.08 The steward shall investigate and process grievances in accordance with the Grievance Procedure set out in this Agreement without loss of pay, however, in no event shall a steward or any employee be paid for time spent in investigation or processing grievances in non-working hours. Stewards shall request time off from their supervisor to attend Step 3 grievance meetings, mediation and arbitration at least one (1) week in advance.
- 5.09 The Employer shall share equally with the Union the cost of printing sufficient copies of the Collective Agreement in booklet format. The Employer shall provide all new employees with a copy of the Collective Agreement.
- 5.10 There shall be a labour management committee made up of three (3) representatives from the employees and three (3) from the management. The committee will meet on a bi-monthly basis, or more often if considered necessary, to discuss matters of mutual interest pertaining to the Employer, however grievances shall not be discussed.
- 5.11 The Employer will continue the pay of Union officers who are on Union leave and the Union shall reimburse the Employer on a monthly basis.

- 5.12 Upon request by the Union, the Employer shall provide the names, addresses and phone numbers of bargaining unit employees to the Union.

ARTICLE 6 - STRIKES OR LOCK-OUTS

- 6.01 The union agrees there will be no strikes and the Employer agrees there will be no lockouts during the term of this Agreement. The term "strike" and "lock-out" shall bear the meaning given them in the Ontario Labour Relations Act.

ARTICLE 7 - NO WORKPLACE DISCRIMINATION, HARASSMENT & VIOLENCE

- 7.01 There shall be no discrimination by the Employer, the Union or any employee by reason of race, creed, colour, national origin, sex or marital status, or sexual orientation, or by reason of any employee's membership or non-membership in the Union or because of her activity in the Union.

The Employer, Union and Employees recognize the right of employees to work in an environment free from harassment and discrimination in accordance with the Ontario Human Rights Code.

7.02 Sexual, Racial or Gender Harassment

- i) The Union and the Employer recognize the right of employees to work in an environment free from sexual, gender and racial harassment, and undertake to take all possible and appropriate actions to foster such an environment. In acknowledging that racial, sexual and gender harassment are serious issues, the Employer agrees, no employee in the bargaining unit shall be penalized in her status as a result of suffering work-related sexual, gender or racial harassment.
- ii) Sexual harassment shall be defined as:
 - a) Unwanted attention of a sexually oriented nature made by a person(s) who knows or ought reasonably to know that such attention is unwanted; and/or
 - b) Clearly expressed or implied promise of reward for complying with a sexually oriented request or advance; and/or
 - c) Clearly expressed or implied threat of reprisal, actual reprisal or the denial of an opportunity which would otherwise be granted or available, for refusal to comply with a sexually oriented request or advance; and/or
 - d) Sexually oriented remarks or behaviour which may reasonable be perceived to create a negative environment for work.
- iii) Gender harassment shall be defined as repeated, offensive comments and/or actions, and/or consistent exclusion from that to which a person(s) would otherwise have a right or privilege, which demean or belittle an individual(s) or a group and/or cause personal humiliation, on the basis of sexual orientation or gender.
- iv) Racial/ethnic harassment shall be defined as:

- a) Offensive comments, including racial/ethnic slurs, jokes, remarks or other such verbal abuse; and/or
- b) Offensive physical gestures or abuse; and/or
- c) Consistent exclusion from that to which a person(s) would otherwise have a right or privilege; and/or
- d) Continued differential treatment in the assignment of duties or responsibilities; and/or
- e) Any other offensive actions which demean, belittle and/or cause humiliation or are unwelcome to an individual and/or group(s) on the basis of race, colour, ethnicity, ancestry, nationality, place of origin, and/or religion by a person(s) who knows or ought reasonably to know that such comments, gestures, exclusions, differential treatment and/or other actions is demeaning or unwelcome.
- f) Where an employee believes she has been the victim of sexual, gender or racial harassment she may, lay a complaint which may continue under the Grievance Procedure or request through the Union or the Employer, to discontinue contact with the alleged harasser. Management (shall) may grant such request where after investigating the allegation it considers that such allegation have merit. In addition she may also wish to pursue the following course of action:
- g) Request through the Union that such harassment be discontinued. Where the Union receives such a request, it will notify the appropriate C.E.O. or designate with a letter, which shall read: "Pursuant to Article 7; the Union requests your presence at a meeting to discuss an alleged violation of Article 7.02. The C.E.O. or designate shall convene a meeting with the Union within five (5) working days of receipt of such letter. The purpose of the meeting will be to discuss the evidence adduced and to determine whether it is appropriate for the Employer to request the alleged harasser to discontinue the demeaning comments, gestures, exclusions, differential treatment and/or other actions. The C.E.O. or designate shall notify the Union within five (5) working days of the meeting as to what, if any, action has been taken".

7.03 Workplace Violence

Workplace Violence shall be defined as any incident in which an employee is abused, threatened or assaulted during the course of her employment. This includes the application of force, threats with or without weapons, severe verbal abuse and persistent sexual and racial harassment.

The Employer agrees to develop explicit policies and procedures to deal with violence. The policy will address the prevention of violence, the management of violent situations. The policies and procedures shall be part of the Employer's Health and Safety policy and written copies shall be provided to each employee.

ARTICLE 8 - HEALTH AND SAFETY

8.01 Responsibilities

- a) The Employer and the Union agree that they mutually desire to maintain standards of safety and health in the Home in order to prevent accidents, injury and illness in accordance with the Occupational Health and Safety Act.
- b) The Union recognizes its responsibility to enlist the cooperation and participation of its membership in the observation of all safety rules and practices.

8.02 Health and Safety Committee

- a) Recognizing its responsibilities under the applicable legislation, the Employer agrees to accept as a member of its Joint Health and Safety Committee two (2) CUPE representatives. The employee representatives shall be selected or appointed by the Union.
- b) The Employer will provide appropriate training and development for Joint Health and Safety Committee members including the certification of one (1) bargaining unit Committee member.
- c) Meetings shall be held in accordance with the Terms of Reference of the Joint Health & Safety Committee or more frequently at the call of the chairs if required.
- d) A member of the Joint Health and Safety Committee shall be compensated for her time while attending meetings or conducting business as assigned by the Joint Health and Safety Committee. This includes Joint Health and Safety Committee meeting preparation time of one (1) hour, or as designated in the Occupational Health and Safety Act, as amended from time to time. Time spent shall be at regular or premium rates as may apply.

The Employer agrees to provide necessary information to enable the Committee to fulfill its functions.

- e) An inspection of the Home shall occur on a regular basis in accordance with the Occupational Health and Safety Act or as often as deemed necessary by the Committee.
- f) When incidents involving aggressive resident or client action occur, such action will be recorded and submitted to the Joint Health and Safety Committee.

ARTICLE 9 - GRIEVANCE PROCEDURE

9.01 A grievance shall be defined as any difference or dispute between the Employer and any employee(s) or the Union as to the interpretation, application, administration or alleged violation of this Agreement or a claim by an employee of unjust discipline or discharge.

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

Step 1

An employee who has a complaint relating to Article 9.01 may, with the assistance of her steward, discuss her complaint verbally with her immediate supervisor in order to provide

her supervisor with an opportunity to resolve the complaint on an informal basis. Such complaint shall be brought to the attention of the immediate supervisor within five (5) working days of the incident giving rise to the complaint. The immediate supervisor shall state her decision within five (5) working days of receiving the verbal complaint.

Step 2

Should the employee be dissatisfied with the immediate supervisor's disposition of the complaint, the Union may refer such matter, within five (5) working days of the time for reply of the immediate supervisor in writing, to the Divisional Director, who shall meet with the Union and answer the grievance, in writing, within five (5) working days of receipt of the written grievance.

Step 3

If no settlement is reached at Step 2, the Union and representatives of the Employer shall meet within five (5) working days of receipt of the Divisional Director, written reply, to discuss the grievance. The Employer shall answer the grievance, in writing, within five (5) working days of the meeting.

Step 4

Failing a satisfactory settlement being reached at Step 3, the matter may, within ten (10) working days from the time for reply at Step 3, be referred to arbitration.

- 9.03 No complaint or grievance shall be arbitrated which has not been commenced or processed in accordance with the Grievance Procedure. Time limits may be extended by mutual agreement.
- 9.04 Where a dispute involving a question of general application or interpretation occurs, or where a group of employees, the Union or Management has a policy grievance, Steps 1 and 2 of this Article may be by-passed.
- 9.05 Grievances concerning layoffs due to a reduction of the working force shall be initiated at Step 3 of the Grievance Procedure.
- 9.06 For the purpose of the grievance procedure, "working days" shall be Monday to Friday inclusive except holidays.

ARTICLE 10 - DISCHARGE AND SUSPENSION

- 10.01 Any employee may be dismissed, but only for just cause.
When an employee is disciplined, discharged or suspended she shall be given the reason in the presence of her steward during her schedule time. Such employee and the union shall be advised promptly, in writing, by the Employer of the reason for such discipline, suspension or discharge.
- 10.02 An employee considered by the union to be wrongfully or unjustly discharged or suspended shall be entitled to a hearing under Article 9 - Grievance Procedure. Steps 1 and 2 of the Grievance Procedure shall be omitted in such cases.

- 10.03 An employee shall be notified, in writing, of any expression of dissatisfaction concerning her work that the Employer intends to place in her personnel record. This notice shall include particulars of the work performance, which lead to such dissatisfaction. If this procedure is not followed, such expression of dissatisfaction shall not become a part of her record for use against her at any time.
- 10.04 Each employee shall have access to her personnel file for purposes of reviewing any performance evaluation or disciplinary notations. An employee has the right to request copies of any evaluation.
- 10.05 No disciplinary or counseling note shall be maintained in the employee's file for more than eighteen (18) months provided that no similar incident has taken place within this period.

ARTICLE 11 - GRIEVANCE MEDIATION and ARBITRATION

- 11.01 a) The parties may agree that there are circumstances, which the services of a grievance Mediator may allow for an objective independent review of the issue(s) in dispute and assist the parties in resolving the grievances. By mutual agreement, the parties may extend the time limits for the grievance and utilize the services of a Mediator.
- b) The parties shall agree to a Mediator and the cost of the Mediator will be shared between the parties.
- c) Proceedings before the Mediator shall be informal. Accordingly, the rules of evidence will not apply, no formal record of the proceedings shall be made and legal counsel shall not be used by either party.
- d) In the event that a grievance which has been mediated subsequently proceeds to arbitration, no person serving as Mediator may serve as Arbitrator, unless otherwise agreed.
- e) Any mutually agreed settlement shall be binding on both parties.
- f) Either party may elect to forego the mediation process and refer the matter to arbitration.
- g) For grievance arbitration, the parties may mutually agree to a Sole Arbitrator rather than an Arbitration Board.
- 11.02 If the recipient of the notice fails to appoint an arbitrator or if the two (2) appointees fail to agree upon a Chairman within seven (7) days of their appointment, the appointment shall be made by the Minister of Labour, upon the request of either party.
- 11.03 No person may be appointed as an arbitrator who has been involved in an attempt to negotiate or settle the grievance.
- 11.04 The Board of Arbitration shall not be authorized to make any decisions inconsistent with the provisions of this Agreement, nor to alter, modify or amend any part of this Agreement.

- 11.05 The decision of the majority shall be the decision of the Board. Where there is no majority decision, the decision of the Chairman shall be the decision of the Board. The decision of the Board of Arbitration shall be final and binding and enforceable on all parties.
- 11.06 Should the parties disagree as to the meaning of the Board's decision, either party may apply to the Chairman of the Board of Arbitration to reconvene the Board to clarify the decision, which it shall do within five (5) days.
- 11.07 Each party shall pay:
- a) The fees and expenses of the arbitrator it appoints;
 - b) One-half (1/2) of the fees and expenses of the Chairman.

ARTICLE 12 - SENIORITY

- 12.01 Full-time employees will accumulate seniority on the basis of continuous service in the bargaining unit from last date of hire. Seniority shall be used as a factor in determining preference or priority for job postings, as outlined in Article 13, vacations, lay-offs, call-ins and recall, except as otherwise provided herein. Seniority shall operate on a bargaining unit wide basis.

Unless otherwise stated, it is further understood that seniority for full-time employees continues to accumulate while absent due to vacation, illness, WSIB, union leave, other paid leaves and during unpaid leaves of absences of one (1) month or less.

- 12.02
- a) The Employer shall maintain a seniority list showing the date upon which each employee's service commenced and the seniority accumulated to the end of the six-month period. An up-to-date seniority list shall be sent to the Union and posted on all bulletin boards in January and July of each year.
 - b) Employees shall have thirty (30) days to review this list and to raise any questions concerning the calculation of their own seniority. The concern may relate only to the seniority accumulated since the last posting of the seniority list.
 - c) After the thirty (30) day period, and the resolution of any concerns raised by employees during this period, management and the Union will accept this list as accurate, and there shall be no further adjustments to the seniority list.

- 12.03 Newly hired full-time employee(s) shall be on a probationary basis for a period of sixty (60) days worked or four hundred and fifty (450) hours worked, which comes first, from the date of hiring. During the probationary period, employees shall be entitled to all rights and benefits of this Agreement. During such period, she may be dismissed if she is unable to perform adequately the work for which she is employed or is otherwise unsuitable. Part-time and casual employees shall be on probation for a period of four hundred and fifty (450) hours worked.

It is understood that this article will be applicable to part-time and casual employees hired after the date of ratification of this agreement.

- 12.04 An employee shall not lose seniority rights if she is absent from work because of sickness, accident, layoff or leave of absence approved by the Employer. An employee shall lose her seniority and be deemed terminated in the event:

- a) She is discharged for just cause and is not reinstated;
- b) She resigns and does not rescind within forty-eight (48) hours or retires;
- c) She is absent from work for three (3) consecutive work shifts or more without notifying the Employer, unless such notice was not reasonably possible;
- d) She failed to return to work within five (5) calendar days following a layoff and after being notified by registered mail to do so, unless through sickness or other just cause. It shall be the responsibility of the employee to keep the Employer informed of her current address and telephone number;
- e) She is laid off for a period longer than twenty-four (24) months (2 years);
- f) She is absent due to accident or illness for a period longer than thirty (30) months.

12.05 No employee shall be transferred to a position outside the bargaining unit without her consent. If an employee is transferred to a position outside of the bargaining unit, she shall retain her seniority acquired at the date of leaving the unit for a period of six (6) months, but will not accumulate any further seniority. If such an employee later returns to the bargaining unit she shall be placed in a job consistent with her seniority. Such return shall not result in the layoff or bumping of an employee holding greater seniority.

12.06 "Subject to Article 23.04" where an employee is absent due to illness or accident for a period of longer than twenty-four (24) months, the only right that will flow to her under the terms of the Collective Agreement will be the accumulation of seniority, including any right to return to work that flows from the Collective Agreement.

ARTICLE 13 - JOB POSTINGS

13.01 When a vacancy occurs, or a new position is created, in the bargaining unit, the Employer shall notify the Union, in writing, and post notice of the position on the Union board for a minimum of seven (7) calendar days so that all members will know about the vacancy or new position, effective June 29th 2017.

The notice of posting shall contain the following information:

- 1) Duties of position
- 2) The qualifications required
- 3) Salary, according to Schedule A
- 4) The shift times

13.02 a) In the case of promotion, demotion or transfer for all other classifications listed in Schedule A, appointments shall be made to the Senior Applicant who is able to meet the minimum qualifications of the job.

b) In the case of promotion, demotion or transfer, for the classifications of:

Environmental Assistant (Receiver/Maintenance);

Environmental Assistant (Housekeeping/Maintenance);

Housekeeping Lead Hand;

Laundry Lead Hand

The Employer will consider:

- i) Skill, ability and qualifications;
- ii) Seniority.

Where the factors in (1) are relatively equal, seniority shall govern.

- c) The Union and the successful applicant shall be notified within one (1) week following the end of the posting period.
- d) The name of the successful applicant will be posted on the bulletin board for a period of seven (7) working days with a copy of the notice forwarded to the Union.
- e) When the successful applicant is moving into a new classification, she shall be allowed a trial period of up to fifteen (15) shifts during which time the Employer will determine if the employee can satisfactorily perform the job. Within this period, the employee may voluntarily return or be returned by the Employer to the position formerly occupied without loss of seniority. The vacancy resulting from the posting may be filled on a temporary basis until the trial period is completed.

If an employee returns to her previous position as a result of the trial period, the next senior applicant to the original job posting shall be offered the position.

- f) An employee shall be offered an orientation period of one (1) day when she is transferred to a new unit/department.
 - g) To determine the senior applicant for a job posting, seniority will be calculated from the end of the last pay period prior to the job posting date.
- 13.03
- a) For temporary vacancies that are expected to exceed sixty (60) days, the Employer shall post the position and the selection shall be made in accordance with Article 13.02. The Employer will not be required to post any subsequent vacancies created by filling the original vacancy but shall fill it in accordance with seniority in the particular unit.
 - b) Temporary vacancies expected to be less than sixty (60) days shall be filled in accordance to the Memorandum of Understanding – Procedure for Replacement of Staff.

13.04 The Employer will establish the quota of RPNs it requires. Any person who obtained RPN qualifications after October 31, 1992 but who is performing the work of an PSW, will receive the rate of an PSW.

13.05 In matters of job posting and staff transfer initiated by the employee, both of a permanent and temporary nature, successful employees need not be considered for other vacancies within a six (6) month period unless an opportunity arises which allows the employee to change her employment status, classification, or shift times.

13.06 A part-time employee who has bid successfully on a temporary full-time position must complete the assignment before bidding on any other temporary full-time vacancies. Such employee, however, may bid on a permanent full-time position that is posted during the temporary assignment. When the temporary assignment ends, she shall be reinstated to her previous schedule within 48 hours.

Note: It is understood that an employee returning from a temporary absence, where the return date is unknown, shall give the Employer at least 48 hours notice of her intent to return to work.

ARTICLE 14 - LAYOFF & RECALL

14.01 Definition of Layoff

"Layoff" shall include a reduction in the normal daily or weekly hours of work of one or more full-time or regular part-time employees.

Lay-off Notice

In the event of a proposed layoff of a permanent or long term nature of thirteen (13) weeks or more or the elimination of a position within the bargaining unit, the Employer will:

- i) Provide the Union with no less than three (3) months written notice of the proposed layoff or elimination of position; and
- ii) Provide to the affected employee(s), if any, no less than three (3) months written notice of layoff, or pay in lieu thereof.
- iii) Seniority for the purpose of lay off shall be calculated up to the end of the last pay period prior to the day of layoff notice.

NOTE: Where a proposed layoff results in the subsequent displacement of a member(s) of the bargaining unit, the original notice to the Union provided in (i) above shall be considered notice to the Union of any subsequent layoff.

14.02 Layoff and Recall Procedure

Both parties recognize that job security shall increase in proportion to length of service. Therefore, in the event of a lay-off, employees shall be laid off in the reverse order of their bargaining-unit-wide seniority.

An employee in receipt of notice of lay-off may:

- a) Accept the layoff; or
- b) Displace another employee who has lesser bargaining unit seniority in the same or a lower or an identical-paying classification in the bargaining unit if the employee originally subject to layoff is qualified to meet the normal requirements of the job. An employee so displaced shall be deemed to have been laid off and shall be entitled to notice in accordance with the provisions pertaining to notice of lay-off.

An Employee who chooses to exercise the right to displace another employee with lesser seniority shall advise the Employer of her intention to do so and the position claimed within seven (7) days after receiving the notice of layoff.

NOTE: For the purpose of the operation of clause b), an identical-paying classification shall include any classification where the straight-time hourly wage rate at the level of service corresponding to that of the laid off employee is within one percent (1%) of the laid off employee's straight time hourly wage rate.

14.03 Recall

For the purpose of Article 14.01 "recall is defined as a return to work in a permanent position or in a temporary position that is greater than six (6) months in duration.

- a) An employee shall have opportunity of recall from a layoff to an available opening for a period of twenty-four (24) months (Article 12.04(e)), in order of seniority, provided she is qualified and able to perform the work, before such opening is filled on a regular basis under the job posting procedure.

The posting procedure in the collective agreement shall not apply until the recall process has been completed.

- b) In determining the ability of an employee to perform the work for the purposes of the paragraphs above, the Employer shall not act in an arbitrary or unfair manner.
- c) An employee recalled to work in a different classification from which she was laid off shall have the privilege of returning to the position held prior to the layoff should it become vacant within twelve (12) months of being recalled.
- d) 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.
- e) The Employer shall notify the employee of recall opportunity by registered mail, addressed to the last address on record with the Employer. 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 to work. The employee is solely responsible for her proper address being on record with the Employer.
- f) Employees on layoff shall be given preference for temporary vacancies, which are expected to exceed ten (10) working days. An employee who has been recalled to such temporary vacancy shall not be required to accept such recall and may instead remain on layoff.
- g) In the event of recall, positions will be filled in the reverse manner to the layoff, provided the employee's ability and qualifications are sufficient. A full-time employee will be recalled to either a full-time or part-time position and a part-time employee will only be recalled to part-time position.
- h) Except as provided herein, an employee who has been laid off may refuse three (3) proposed recalls. Upon the third refusal, the employee shall be deemed to have forfeited the right of recall into a position before such position is filled on a regular basis under the job posting procedure, but may apply for a position posted as provided in Article 13.02.

A full-time employee cannot refuse a recall to the position classification held in the department/unit at the time of layoff, upon such refusal, the employee shall be deemed to have forfeited the right of recall under this agreement.

14.04 Staff Planning Meetings

Where the Employer identifies that a reduction in staffing may be necessary the Employer shall, prior to giving to the employees any notice of layoff, including reduction in hours, meet with the Union to discuss the situation and any possible means of minimizing staff impact. The Committee will further discuss alternatives to reducing full-time positions.

Prior to such formal meeting or meetings taking place, the Employer shall provide the Union with pertinent financial and staffing information upon which the Employer's concern is based, together with an explanation of that information as is reasonably required.

14.05 Redeployment Committee

A Redeployment Committee will be established and will meet within two (2) weeks of the notice referred to in article 14.01 and thereafter as frequently as is necessary.

i) Committee Mandate

The Mandate of the Redeployment Committee is to:

- 1) Identify and propose possible alternatives to the proposed layoff(s) or elimination of position(s), performed by employees who are, or would otherwise be laid off.
- 2) Identify vacant positions in the Employer or positions which are currently filled but which will become vacant within a twelve (12) month period and which are either:
 - a) Within the bargaining unit
 - b) Not covered by a Collective Agreement

ii) Committee Composition

The Redeployment committee shall be comprised of equal numbers of representatives of the Employer and of the "Union". Meetings of the Redeployment Committee shall be held during normal working hours. Time spent attending such meetings shall be deemed to be work time for which the representative(s) shall be paid by the Employer at her regular rate.

Each party shall appoint a co-chair for the Redeployment Committee. Co-chairs shall chair alternate meetings of the committee and will be jointly responsible for establishing the agenda of the committee meetings, preparing minutes and writing such correspondence as the committee may direct.

ARTICLE 15 - BULLETIN BOARDS

15.01 The Union shall have the use of a bulletin board in the Employer's premises for the purpose of posting notices relating to the Union's business. Such notices must be approved by the Employer prior to their being posted; such approval shall not be unreasonably withheld.

ARTICLE 16 - HOURS OF WORK

16.01 The normal daily hours of work shall be seven and one-half (7 ½) hours per day, exclusive of a thirty (30) minute uninterrupted unpaid meal period.

16.02 The normal days per week shall average seventy-five (75) hours over a two (2) week period, exclusive of the thirty (30) minute uninterrupted unpaid meal period.

16.03 Work Schedule

- 1) The Employer shall provide that days off be planned in such a way as to provide every second weekend off.
- 2) The Employer will endeavour to keep employees in their present shifts.
- 3) The Employer shall provide that the hours and days off work of each employee shall be posted in an appropriate place at least two (2) weeks in advance. Once posted, the shift schedule shall not be changed without the consent of the employee and the Employer.
- 4) Employees are not required to work split shifts.
- 5) The Employer shall provide twenty-four (24) hours' notice of cancellation of a shift.
- 6) No employee shall leave the premises during regular working hours without notifying her supervisor.
- 7) Casual employees shall only be scheduled as replacement when full-time or part-time employees are not available or use of full-time or part-time employees would result in overtime payment. Replacement shifts will be offered in accordance to the Memorandum of Understanding - Procedure for Replacement of Staff hereto forming part of the collective agreement as amended from time to time.
- 8) Employees who are unable to attend for a scheduled shift shall advise the Employer, unless impossible, at least two (2) hours prior to the commencement of the day shift, and four (4) hours prior to the commencement of the evening or night shifts and shall advise of the expected length of their absence.
- 9) A request by an employee for a change of scheduled working hours must be submitted in writing and be co-signed by the employee willing to make the exchange and approved by the Manager. The exchanged shifts must be within the same posted schedule or as mutually agreed to by the employees and the Manager. Part-time staff will not be excluded from this exchange process. Such approval shall not be unreasonably withheld.
- 10) No shift shall be less than 4 hours in duration, except for Dietary Aides whose shifts may be three (3) hours in length.

16.04 a) All employees working more than a six (6) hour shift shall be assigned a fifteen (15) minute rest period during the first half and a fifteen (15) minute rest period during the second half of the shift in an area made available to them.

b) Paid Rest or Relief Periods

All other employees shall receive a fifteen (15) minute rest period during their shift in an area made available to them.

16.05 Any employee reporting for work on her scheduled shift and for whom no work is available shall be offered other work at her regular rate of pay, within her classification for a minimum of four (4) hours.

16.06 Exchange of Work Schedule

Where an employee may desire to change her work schedule for family or educational reasons, on a temporary basis of not less than six (6) months and not more than twenty-four (24) months, she shall be responsible for finding another employee who is willing to

exchange shifts. She shall then submit a request in writing to her manager for approval, detailing the desired exchange and the length of time for the exchange. In the even she is unable to identify another employee who is willing to do a shift exchange, the Employer shall post the shift exchange to all eligible employees on the same unit through the posting procedure established in 13.02. The vacancy arising from the posting shall be assigned to the employee requesting the exchange.

Such request shall not be reasonably refused. Management has the right to determine the number of exchanges to be approved in any work unit.

ARTICLE 17 - OVERTIME

17.01 For all employees, all time worked in excess of seven and one-half (7½) hours per day or seventy-five (75) hours over a two (2) week pay period or after the seventh consecutive and subsequent consecutive working day shall be considered overtime, unless the request to work such hours comes from the employee. Where overtime is worked, compensatory time off on a time and one-half basis may be taken by mutual agreement of the employee and her supervisor.

17.02 Compensation for Work after Daily Scheduled Hours
Overtime shall be paid for at the rate of time and one-half (1½).

17.03 Employees required to work more than three (3) hours overtime shall be provided with a meal. Where the Employer is unable to provide the meal, it shall pay the employee ten dollars (\$10.00) in lieu.

17.04 An employee who is absent on paid time during her scheduled work week because of sickness, bereavement, holidays or vacation, shall for the purpose of computing overtime pay, be considered as if she had worked during her regular hours during such absence.

17.05 Sharing of Overtime

- a) Overtime shall be divided as equitably as possible among employees who normally perform the work in question.
- b) When the Employer determines that overtime is necessary, the Employer shall offer the shift in the following way:
 - i) The shift shall be offered to part-time employees on the unit who are not already scheduled for work during the same time frame or part thereof and who do not have ten (10) shifts in the pay period, in order of seniority; or if no employee is available.
 - ii) The shift shall be offered to part-time employees within the bargaining unit who are not already scheduled for work during the same time frame or part thereof and who do not have ten (10) shifts in the pay period, in order of seniority; or if no employee is available.
 - iii) The shift shall be offered as overtime in order of seniority to full-time employees.

- c) However, if within two hours prior to commencement of the overtime shift a replacement has not been found, the Employer may offer the shift to employees who are currently at work in the order described in Article 17.05 b).
- 17.06 An employee who has been called in to work outside her normal working hours shall be paid for a minimum of three (3) hours at the applicable overtime rates.
- 17.07 The Employer shall determine when overtime shall be worked and will make every reasonable effort to obtain volunteers from among the employees in the bargaining unit in accordance with the provisions of Article 17.05. Where sufficient volunteers cannot be obtained, the Employer may require employees to work overtime.
- 17.08 Rest Between Change of Shifts
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. This provision shall not apply when failure to provide sixteen (16) hours results from shift changes initiated by the employee.
- 17.09 Overtime payments shall not be pyramided or duplicated for the same hours under any of the provisions of this Agreement.
- 17.10 An employee who is required to remain on duty for 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.
Standby pay shall cease where an employee is called to work under Article 17.06 and works during the period of standby. This article currently applies to Maintenance Staff. If in the future the Employer wishes to introduce standby in other departments, the union and Employer will meet to discuss.

ARTICLE 18 - PAID HOLIDAYS

- 18.01 The Employer recognizes the following as paid holidays for full-time employees only New Year's Day, Family Day, Good Friday, Victoria Day, Canada Day, Civic Holiday, Labour Day, Thanksgiving Day, Christmas Day, Boxing Day, Two (2) Float Days.
The Employer recognizes the following as paid holidays for part-time employees — only New Year's Day, Family Day, Good Friday, Victoria Day, Canada Day, Civic Holiday, Labour day, Thanksgiving Day, Christmas Day, Boxing Day.
In order to qualify for the holidays above, employees must work the last scheduled day before and the next scheduled day after the holiday unless on an approved employer paid leave.
- 18.02 Holiday Pay
- a) For full time employees, Holiday Pay will be computed on the basis of the employee's regular straight time hourly rate of pay times the employee's normal daily hours of work.
- b) For part-time and casual employees, Holiday Pay will be computed as per the *Employment Standards Act*.

- 18.03 Pay for Work on a Holiday (Full-time Employees only)
- a) If employees are required to work on the above holidays, the employee shall be paid at the rate of time and one-half (1½) their regular straight time hourly rate of pay for all hours worked on such holidays, in addition to Holiday Pay as outlined in Article 18.02.
 - b) In addition, employees who work on the above holidays may choose to receive a lieu day without pay scheduled at a time mutually agreed between the employee and the supervisor within the sixty (60) calendar days following the holiday.
- 18.04 Pay for Work on a Holiday (Part-time & Casual Employees only)
- If employees are required to work on the above holidays, the employee shall be paid at the rate of time and one-half (1½) their regular straight time hourly rate of pay for all hours worked on such holidays, in addition to Holiday Pay as outlined in Article 18.02.
- 18.05 Compensation for Holidays Falling on Scheduled Day Off
- When any of the above holidays falls on an employee's day off, the employee shall receive an additional day's pay or a day in lieu.
- 18.06 Christmas or New Year's Day Off
- a) Employees shall have at least Christmas or New Year's Day Off.
 - b) Employees may request additional time off for the Christmas or New Year period. Such requests may be granted subject to operational requirements and shall not be unreasonably denied.

ARTICLE 19 - VACATIONS

- 19.01 a) Full-time employees shall receive annual vacation with pay in accordance with credited service prior to January 1st of each year as follows:

Service	Vacation Entitlement	Vacation Pay
1 year or more	10 working days	4% of regular earnings
2 years or more	15 working days	6% of regular earnings
5 years or more	20 working days	8% of regular earnings
15 years or more	25 working days	10% of regular earnings
23 years or more	30 working days	12% of regular earnings
28 years or more	35 working days	12% of regular earnings

- b) Casual and part-time employees shall earn vacation pay in accordance with credited seniority as follows:

Seniority	Vacation Entitlement	Vacation Pay
1 year or more	10 working days	4% of regular earnings
2 years or more	15 working days	6% of regular earnings
5 years or more	20 working days	8% of regular earnings
15 years or more	25 working days	10% of regular earnings
23 years or more	30 working days	12% of regular earnings
28 years or more	35 working days	14% of regular earnings

Casual employees shall receive their earned vacation pay bi-weekly.

Part-time employees shall receive earned vacation pay when taking her vacation and any outstanding earned vacation pay shall be given to the employee on the 1st pay in January.

- c) An employee will be allowed to carry one (1) week of vacation entitlement from one (1) year to the next to be taken at a mutually agreed upon time.
- d) Notwithstanding Article 19.01 c), an employee may make a written request to carry five (5) additional vacation days forward. Such request will be considered on an individual basis and be subject to operational requirements. The employee must provide a reason in writing for using the vacation and it must be used within the timeframe requested. Such request shall not be unreasonably denied.

19.02 Compensation for holidays falling Within Vacation Schedule

If a paid holiday falls or is observed during an employee's vacation period, she shall be allowed an additional day's paid vacation.

19.03 Vacation Pay

Vacation pay for each day of vacation shall be at the current daily rate.

19.04 Vacation Pay on Termination

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

19.05 Preference in Vacations

Preference in vacations shall be by seniority provided proper staffing may be maintained by the Employer.

19.06 Vacation Scheduling

- a) Requests for vacations for the period of June 1 to September 15 must be submitted by March 15 and shall be posted by April 15.
- b) Requests for vacations for the period of Christmas and New Years' must be submitted by September 15 and shall be posted by October 15.
- c) Preference in vacations shall be by seniority for all requests submitted prior to the applicable deadline stated above, provided the Employer can maintain proper staffing. The vacation schedule once posted shall not be changed without consent of the employee and Employer.
- d) Vacation requests submitted after the deadlines may be considered provided the proper staffing is maintained. These will be granted on a first come, first serve basis.

19.07 Unbroken Vacation Period

An employee shall be entitled to receive her vacation in an unbroken period of up to two (2) weeks unless otherwise mutually agreed upon between the employee and the Employer.

19.08 Employees receiving vacation pay shall receive such pay when taking her vacation.

19.09 Illness on Vacation

Where an employee's scheduled vacation is interrupted due to serious illness, which either commenced prior to or during the scheduled vacation period, the period of such illness shall be considered sick leave. Medical certification, at the expense of the Employee, is required upon return.

Serious illness is defined as an illness which requires the employee to receive on-going medical care and/or treatments resulting in either hospitalization or which would confine the employee to their residence or to bed rest.

The portion of the employee's vacation which is deemed to be sick leave under the above provision will not be counted against the employee's vacation credits.

ARTICLE 20 - SICK LEAVE

20.01 Sick Leave Defined

Sick leave means the period of time a full-time employee is absent from work with full pay up to the maximum of her accrued credits by virtue of being unable to work because of sickness or accident, for which compensation is not payable under the Workers' Compensation Act.

20.02 Amount of Paid Sick Leave

Sick leave shall be granted to all full-time employees on the basis of one and one-half (1½) days per month. Unused sick leave credits to a maximum of one hundred and twenty (120) days shall accrue for future benefits.

20.03 Proof of Illness

An employee may be required to produce a certificate from a medical practitioner for any illness in excess of three (3) working days certifying that she is unable to carry out her duties due to illness. In the case of excessive absenteeism, the Employer reserves the right to demand medical certificates, in which case the Employer will assume the reasonable costs, if any, of such medical certificates.

20.04 Sick Leave During Leave of Absence

When an employee is laid off or is absent without pay for any reason she shall not receive sick leave credits for the period of such absence or layoff, but shall retain her cumulative credit.

20.05 Sick Leave Records

Employees' accrued sick days credits shall be recorded on each pay stub. Employees shall verify the accumulated sick leave credit is correct on a quarterly basis.

20.06 Payment of Unused Sick Leave on Termination of Employment

An employee, upon resignation and discharge, except for cause, once she has completed five (5) years of full-time continuous service, shall be paid fifty (50%) percent of her unused sick leave credits at her then current salary rate.

20.07 Workers Compensation Supplement

The Employer shall continue to pay the Employer's share of the benefit premiums while an employee is on Workers' Compensation, for a maximum of two (2) years, provided the employee pays her share which will be billed monthly to the employee.

ARTICLE 21 - LEAVES OF ABSENCE

21.01 Leave of Absence

The Employer recognizes the right of employees to participate in public affairs. Therefore, upon written request, the Employer will grant leave of absence without pay or benefits, but without loss of seniority, so that employees may be candidates in Federal, Provincial or Municipal elections. Employees shall endeavour to make their written request at least four (4) weeks in advance of the required leave. An employee who is elected or selected for a full-time position with the Union, or anybody with which the Union is affiliated, or who is elected to public office, shall be granted leave of absence without pay or benefits, but without loss of seniority for a period of two (2) years. Further extension may be requested. The employee must maintain and demonstrate necessary competency and licensing prior to returning to work.

21.02 Paid Bereavement Leave

An employee shall be granted up to five (5) regularly scheduled work days leave of absence without loss of wages, benefits, seniority or service in the case of the death of a parent, brother, sister, spouse, common law, or same sex partner, child, foster child or step child, effective June 29th 2017.

- a) An employee shall be granted up to three (3) days regularly scheduled workdays leave of absence without loss of wages, benefits, seniority or service in the case of death of a step-parent, foster parent, mother-in-law, father-in-law, sister-in-law, brother-in-law, son-in-law, daughter-in-law, grandparent, grandchild.
- b) An employee shall be granted one (1) day leave of absence without loss of wages, benefits, seniority or service to attend the funeral of an aunt or uncle.
- c) Part-time Employees shall be granted bereavement leave without loss of salary or wages, seniority or service provided the scheduled work days occur within one week of the death of a relative in accordance with Article 21.02 a) and b). Paid bereavement leave shall cease within one week of the death or when the Employee informs the Employer they are available to work, whichever comes first.
- d) Employees may request additional time without pay for bereavement leave. Such requests will not be unreasonably denied.

21.03 Pregnancy & Parental Leave

Pregnancy and parental leaves will be granted in accordance with the Employment Standards Act of Ontario unless otherwise amended.

- a) i) An employee who is pregnant shall be entitled, upon application, to pregnancy leave and parental leave immediately thereafter. Pregnancy leave shall be granted for seventeen (17) weeks as provided in the Employment Standards Act, and may begin no earlier than seventeen (17) weeks before the expected birth date.

The employee shall give the Employer two (2) weeks notice, in writing, of the day upon which she intends to commence her leave of absence, unless impossible, and furnish the Employer with a certificate of a legally qualified medical practitioner stating that she is pregnant and giving the estimated day upon which delivery will occur.

- ii) The employee must have started employment at least thirteen (13) weeks prior to the expected date of birth.

The employee shall give at least two (2) weeks' notice of her intention to return to work. The employee may, with the consent of the Employer, shorten the duration of the leave of absence requested under this Article upon giving the Employer two (2) weeks' notice of her intention to do so, and furnishing the Employer with a certificate of a legally qualified medical practitioner stating that she is able to resume her work.

Additional leave of absence may be taken under 21.03 h) i) Parental leave.

- b) An employee who does not apply for leave of absence under 21.03 a) i) and who is otherwise entitled to pregnancy leave, shall be entitled to and shall be granted leave of absence in accordance with 21.03 a) i) upon providing the Employer, before the expiry of two (2) weeks after she ceased to work, with a certificate of a legally qualified medical practitioner stating that she was not able to perform the duties of her employment because of a medical condition arising from her pregnancy and giving the estimated day upon which, in her opinion, delivery will occur or the actual date of her delivery.
- c) During the period of leave, the Employer shall continue to pay the Employer's portion of medical, dental, group life, and other benefits included and prescribed by the Employment Standards Act if the employee elects, in writing, to continue her share of the premiums and pays her portion.
- d) An employee who intends to resume her employment on the expiration of the leave of absence granted to her under this article shall so advise the Employer when she requests the leave of absence. If a full-time employee returns to work at the expiry of the normal pregnancy or parental leave, and the employee's former permanent position still exists, the employee will be returned to her former job and former shift.

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

- e) When the Employer has suspended or discontinued operations during the leave of absence and has not resumed operations upon the expiry thereof, the Employer shall, upon resumption of operations, reinstate the employee to her employment or to alternate work in accordance with the established seniority system or practice of the Employer in existence at the time the leave of absence began and in the absence of such a system or practice shall reinstate the employee in accordance with the provisions of 21.03 d).
- f) Such absence is not an illness under the interpretation of this agreement and sick leave benefits cannot be used.

- g) Credits for service for the purpose of salary increments, vacations, or any other benefit included and prescribed under the Employment Standards Act shall continue and seniority shall accumulate during the leave.
- h) Upon expiry of seventeen (17) weeks pregnancy leave, an employee may immediately commence parental leave, as provided under the Parental Leave provisions of this Agreement. The employee shall give the Employer at least two (2) weeks' notice, in writing that she intends to take parental leave.
- i) Parental Leave
 - i) An employee who becomes a parent and who has been employed for at least thirteen (13) weeks immediately preceding the date of birth of child or the date the child first came into custody, care and control of the employee, shall be entitled to parental leave.
 - ii) A "parent" includes the natural mother or father of the child, a person with whom a child is placed for adoption and a person who is in a relationship with the parent of the child and who intends to treat the child as her own.
 - iii) Parental leave must begin within seventy-eight (78) weeks of the birth of the child or within seventy-eight (78) weeks of the day the child first came into the custody, care and control of the parent. For employees on pregnancy leave, parental leave will begin immediately after pregnancy leave expires. Parental leave shall be granted for up to sixty-one (61) weeks in duration if the employee also took pregnancy leave and sixty-three (63) weeks in duration if they did not.
 - iv) An employee not on pregnancy leave requesting parental leave shall give the Employer two (2) week's written notice of the date the leave is to begin.
 - v) For the purposes of parental leave the provisions under 21.03 a), c), d), e), f), g) and h) shall also apply.

21.04 Parental Leave SUB Plan

An Employee who is on a parental leave as provided in this agreement, who has applied for and is in receipt of Employment Insurance parental benefits pursuant to the Employment Insurance Act, shall be paid a supplemental employment benefit. This benefit will be equivalent to the difference between seventy-five percent (75%) of her regular weekly earnings and the sum of her weekly Employment Insurance benefits and any other earnings **for a period of 10 (ten) weeks.**

Such benefit shall commence following the 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 parental benefits and shall continue for a maximum period of 10 (ten weeks).

The Employee's regular weekly earnings shall be determined by multiplying her regular hourly rate on her last day worked prior to the commencement of the leave, times her normal weekly hours. The normal weekly hours for a part-time employee shall be calculated by using the same time period used for calculation of Employment Insurance benefits (currently twenty-six [26] weeks).

The Employee does not have any vested right except to receive payments for the covered employment period. The plan provides that payments in respect of guaranteed annual

remuneration or in respect of deferred remuneration or severance pay benefits are not reduced or increased by payments received under the plan.

21.05 General Leave of Absence

The Employer may grant a leave of absence, without pay to any employee requesting such leave for good and sufficient cause, such request to be in writing and approved by the Employer. During such leave of one (1) month or less, seniority shall continue to accumulate and then be frozen for the remainder of the leave if it extends beyond this period of time. Such approval shall not be withheld unjustly.

21.06 Union Leave for Conventions, Seminars, Etc.

Upon two (2) weeks' written notice, the Employer shall allow a maximum of five (5) employees at any one time, leave of absence without pay in order that they may attend union conventions, conferences or seminars, provided proper staffing may be maintained by the Employer.

21.07 Paid Jury Leave

The Employer shall grant leave of absence without loss of seniority to any full-time employee or any regular part-time employee, for scheduled time lost for serving as a juror or crown witness. The Employer shall pay such an employee the difference between her normal pay and her juror or witness fee.

ARTICLE 22 - PAYMENT OF WAGES AND ALLOWANCES

22.01 The Employer shall pay salaries and wages bi-weekly in accordance with Schedule "A" attached hereto and forming part of this Agreement.

- 22.02
- a) When an employee is temporarily assigned to a position paying a lower rate, her rate shall not be reduced. When she is temporarily assigned to a higher rated job, she shall be paid the higher rate of pay for all hours so worked, provided such assignment is for a full shift.
 - b) An employee who is promoted to a higher job classification within the bargaining unit shall have their pay rate adjusted to reflect a rate of pay equal to the appropriate wage step that is just above their current rate in their existing job classification.
 - c) An employee who elects to take a job within a bargaining unit in a lower paid job classification shall remain at their current wage step within the new classification.
 - d) The date for progression on the pay shall not change as a result of any movement as outlined in this Article.

22.03 Effective January 1, 2017, a shift premium of fifty-five (.55¢) per hour shall apply to all shifts in which the majority of hours are worked between 3:00 p.m. and 7:00 a.m.

22.04 Vacation pay will be paid on a separate cheque.

22.05 Effective January 1, 2018, a weekend premium of thirty cents (.30¢) per hour will be paid to employees who work between 3:00pm Friday and 7:00am Monday.

Effective January 1, 2019, a weekend premium of thirty-five cents (.35¢) per hour will be paid to employees who work between 3:00pm Friday and 7:00am Monday.

ARTICLE 23 - BENEFIT PLANS

23.01 The Employer agrees to pay the Single/Family premium of the following plans for employees who have completed their probationary period:

a) Standard Extended Health Care Plan

One hundred percent (100%) of the billed premium. In addition, effective December 23, 2011 an eye care rider of three-hundred (\$300.00) dollars every twenty-four (24) months and one (1) eye examination covered per year at customary rates are included.

Effective June 29th, 2017, where generic equivalents of brand name drugs exist, they will be covered at the generic price, unless otherwise stipulated by the employee's physician.

A Direct Pay Card will be provided to all eligible employees.

There shall be a dispensing fee cap equal to six dollars and fifty cents (\$6.50) per prescription.

Elastic stocking coverage of three (3) per person per year. The parties agree to establish a task group to look at alternatives to this provision, i.e., bringing in a provider, etc.

Paramedical - As of November 9, 2022, the paramedical benefit is to be increased by seventy-five (\$75.00) dollars for each paraprofessional to \$375.00

b) Dental Plan

Seventy-five percent (75%) of the billed premium for Blue Cross Dental Plan #9 or equivalent plan, at previous year's ODA fee schedule.

Fifty percent (50%) of eligible Orthodontic expenses.

Fifty percent (50%) of eligible expenses related to Crowns, Caps, Plates and Partials.

Annual Dental Expenses to a maximum of one thousand, seven hundred and fifty dollars (\$1,750.00) per covered individual.

c) Group Life and A.D. & D. Insurance

One hundred percent (100%) of the billed premium Group Life Insurance to a value of two times the employee's annual salary in accordance to Schedule 'A' of the Collective Agreement and in addition, such plan shall include Accidental Death and Dismemberment (A.D. & D.) (non-occupational coverage).

- d) Long Term Disability
The Employer shall pay one hundred percent (100%) of the premiums for a Long-Term Disability Plan providing sixty-six percent (66%) of regular earnings after thirty (30) weeks of absence up to a monthly maximum as detailed in the Plan.
- e) Benefit Coverage for Early Retirees
Full time employees who retire between the ages of fifty-five (55) to sixty-five (65) are eligible to receive Standard Extended Health Care and Blue Cross Dental Plan #9 benefits as outlined in Article 23.01 as amended above subject to the following condition:
Early retirees will pay fifty (50%) percent of billed premiums.
- f) Part-Time Benefit Coverage
All regularly scheduled part-time staff who work fifteen (15) hours or more will join the Plans as outlined in Article 23.01.
All new part-time staff must wait six (6) months before being eligible for benefits.
Part-time staff may opt out of the Extended Health Care and Dental Plans only if they show proof of coverage from other sources.

- 23.02 Pension Plan
The Employer shall continue with its existing Pension Plan as it applies to full-time employees. Part-time employees will be permitted to participate in the pension plan however the percentage in lieu of benefits provided for in Article 25.05 will be three (3%) percent for those employees who elect to participate in the pension plan.
New employees and employees not yet eligible for membership in the plan shall be notified in writing when eligible in accordance with its terms and conditions.
- 23.03 The Employer will notify the union of any change of carrier of the Group Welfare Plans. The Employer will ensure that any new carrier will provide equal or superior benefits to the existing carrier.
The Employer shall provide the Union with a copy of all employee benefits and health and welfare master plan texts and amendments, and trust documents.
- 23.04 The Employer's contribution to benefit coverage will cease at the end of the month in which an employee is laid off or takes an unpaid leave of absence in excess of one month (other than pregnancy or parental leave) and will cease after twenty-four months of absence due to illness or injury.
Employees on layoff or unpaid leave of absence may extend their benefit coverage, provided they reimburse the Employer for the full cost of the benefit in advance of each month's coverage through monthly billing to the employee.

ARTICLE 24 - GENERAL

24.01 Full-time employees are defined as employees who are regularly scheduled for more than twenty-four hours per week.

24.02 An employee who is injured during the course of employment and is required to leave for treatment or is sent home for such injury, shall receive payment for the remainder of the shift at her regular rate of pay without deduction from sick leave unless a doctor or nurse states that the employee is fit for further work on that shift.

24.03 Transportation to the nearest physician or hospital for employees requiring medical care as a result of an accident shall be at the expense of the Employer.

24.04 Uniforms

All full-time and part-time Employees required to wear a uniform, as determined by the Employer, shall receive one hundred and five dollars (\$105.00) per year as a tax-free rebate in the 1st pay period in December. Casual employees shall receive forty dollars (\$40.00) per year as a tax-free rebate. Effective April 17th, 2015 all full-time and part-time Employees required to wear a uniform, as determined by the Employer shall receive one hundred and twenty dollars (\$120.00) per year as a tax-free rebate in the 1st pay period in December. Casual employees shall receive fifty dollars (\$50.00) per year as a tax-free rebate. For the determination of uniform allowance, employment status shall be considered as of November 1.

The Employer shall provide guidelines on acceptable uniforms for each position. Any changes to guidelines will be brought forward for discussion at labour management.

It is not the intent of the Employer to change the requirement to wear uniforms merely as a result of the language amendments on uniform allowance. The parties understand and agree that operational necessity may require changes to the uniform requirements.

The employer shall provide a suitable winter coat to each Bus Driver and will mend or replace when required.

This agreement is made with the understanding that implementation of the uniform allowance changes shall be in effect December 2, 2010.

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

24.06 When an employee is on duty and authorized to attend any in-service program during her regularly scheduled working hours, she shall suffer no loss of regular pay. When an employee is required by the Employer to attend courses or meetings outside of her regularly scheduling working hours she shall be paid for all time spent in attendance on such courses or meetings at her regular straight time rate of pay. Time in lieu may be taken if requested by the Employee and agreed to by the Employer, at a time mutually agreed upon between the Employee and her supervisor. This Article includes any electronic training that is required by the Employer at the workplace during working hours.

24.07 New Classifications

When a new classification in the bargaining unit is established by the Employer, the Employer shall determine the rate of pay of such new classification and shall advise the Union of the same. If the Union disagrees with the rate established by the Employer, the Union may request a meeting with the Employer to endeavour to negotiate a mutually satisfactory rate of pay. Such request shall be made within two (2) calendar weeks after receipt of notice from the Employer of such new classification and the rate of pay. Where the Union and the Employer are unable to agree to the new rate, the matter may be referred to arbitration as provided in this Agreement within seven (7) working days following the meeting. The decision of the Board of Arbitration shall be based on the relationship established by comparison with the rates of other classifications in the bargaining unit having regards to the duties and responsibilities involved.

Any change in the rate established by the Employer as mutually agreed by the parties or awarded by a Board of Arbitration shall be retroactive to the date the new classification started.

24.08 The Employer agrees to provide copies of job descriptions to the Union for all union positions upon request, or if a job description has been revised. Any such revisions will be discussed with the Union prior to posting.

ARTICLE 25 - PART-TIME AND CASUAL EMPLOYEE

25.01 Part-time employees are defined as employees who are regularly scheduled for twenty-four (24) hours or less per week.

25.02 Casual employees are defined as those employees who elect to work on a relief or replacement basis, with no guarantee of hours, do not have a regular schedule and are available for shifts as needed.

25.03 a) Seniority for part-time and casual employees shall be based on actual hours worked, i.e. 1725 hours equal one (1) year of seniority. It is further understood that a part-time or casual employee shall not be credited with more than 1725 hours in any one (1) year period.

Vacation for part-time and casual employees, as outlined in Article 19.01 b), shall be based on 1725 hours is equivalent to one year of credited seniority.

b) A part-time employee shall be credited with seniority while on WSIB. When an employee goes on WSIB, she will be credited with seniority for all the remaining shifts she is scheduled for, on the posted schedule.

In the event that an employee is on WSIB following completion of the posted schedule, seniority shall be equal to her hours worked averaged over the previous twenty-six (26) week period prior to her absence due to WSIB.

Any employee on WSIB on or after January 1, 2005 will accrue seniority as outlined in this Article.

25.04 Part-time and casual employees are not covered under Article 20.

- 25.05 a) Part-time and casual employees who are not eligible for benefits as outlined in Article 23.01 f), shall receive eleven percent (11%) per hour above their normal hourly rate for all hours worked.
- b) Part-time employees who are eligible for benefits as outlined in Article 23.01 f), shall receive three percent (3%) per hour above their normal hourly rate for all hours worked.
- 25.07 The Employer shall not be required to post temporary vacancies that are not expected to exceed sixty (60) days.

ARTICLE 26 - CONTRACTING OUT

- 26.01 No employee in the bargaining unit shall be laid off, transferred or suffer a reduction in pay or hours of work or lose her position because of contracting out.

ARTICLE 27 - RETROACTIVITY

- 27.01 The Employer shall pay all retroactivity owing to all employees within thirty (30) days of ratification of the amended collective agreement. The Employer may request an extension in extenuating circumstances, which shall not be unreasonably denied.
- 27.02 The Employer shall issue a separate cheque for retroactivity to each employee with an itemized statement of her wages, overtime and deductions.

ARTICLE 28 - TERM OF AGREEMENT

- 28.01 This Agreement shall be binding and remain in effect until **December 31, 2021** and shall continue from year to year thereafter unless either party gives to the other party, notice in writing that it desires its termination or amendment. Such notice of desire shall be sent between the period of ninety (90) days prior to the termination date and said termination date.

SIGNED AT TORONTO, ONTARIO THIS 2nd DAY OF May 2023

FOR THE UNION:

C. De...
[Signature]
[Signature]
Andrew May
[Signature]
[Signature]
KG:COPE49

FOR THE EMPLOYER:

[Signature]
[Signature]
[Signature]
[Signature]
[Signature]
[Signature]

SCHEDULE "A"

Effective January 1, 2019 – 1.0%

Job Classification	Start	1 Year	2 Years	3 Years
RPN	\$26.263	\$26.559	\$26.956	\$27.278
Personal Support Worker	\$20.749	\$20.992	\$21.276	\$21.558
Recreation Aide	\$21.314	\$21.571	\$21.854	\$22.124
Receiver	\$19.695	\$19.915	\$20.132	\$20.351
Laundry/Housekeeping/Dietary Aides	\$19.528	\$19.748	\$19.952	\$20.170
Dietary Aide Certified	\$19.634	\$19.853	\$20.058	\$20.276
Cook I	\$24.038	\$24.334	\$24.731	\$25.039
Cook II	\$23.023	\$23.357	\$23.574	\$23.883
Assistant Cook	\$20.454	\$20.749	\$21.070	\$21.276
Maintenance	\$24.355	\$24.651	\$25.050	\$25.358
Bus Driver	\$19.439	\$19.657	\$19.876	\$20.106

Effective January 1, 2020 – 1.5%

Job Classification	Start	1 Year	2 Years	3 Years
RPN	\$26.657	\$26.957	\$27.360	\$27.687
Personal Support Worker	\$21.060	\$21.307	\$21.595	\$21.881
Recreation Aide	\$21.634	\$21.895	\$22.182	\$22.456
Receiver	\$19.990	\$20.214	\$20.434	\$20.656
Laundry/Housekeeping/Dietary Aides	\$19.821	\$20.044	\$20.251	\$20.473
Dietary Aide Certified	\$19.929	\$20.151	\$20.359	\$20.580
Cook I	\$24.399	\$24.699	\$25.102	\$25.415
Cook II	\$23.368	\$23.707	\$23.928	\$24.241
Assistant Cook	\$20.761	\$21.060	\$21.386	\$21.595
Maintenance	\$24.720	\$25.021	\$25.426	\$25.738
Bus Driver	\$19.731	\$19.952	\$20.174	\$20.408

Effective January 1, 2021 – 1.5%

Job Classification	Start	1 Year	2 Years	3 Years
RPN	\$27.057	\$27.361	\$27.770	\$28.102
Personal Support Worker	\$21.376	\$21.626	\$21.919	\$22.210
Recreation Aide	\$21.958	\$22.223	\$22.515	\$22.793
Receiver	\$20.290	\$20.517	\$20.740	\$20.966
Laundry/Housekeeping/Dietary Aides	\$20.118	\$20.345	\$20.555	\$20.780
Dietary Aide Certified	\$20.228	\$20.453	\$20.664	\$20.889
Cook I	\$24.765	\$25.069	\$25.478	\$25.796
Cook II	\$23.719	\$24.063	\$24.287	\$24.605
Assistant Cook	\$21.072	\$21.376	\$21.707	\$21.919
Maintenance	\$25.091	\$25.396	\$25.807	\$26.124
Bus Driver	\$20.027	\$20.251	\$20.477	\$20.714

These payments shall be made within sixty (60) days of the Boards award dated **March 8, 2022**

Dietary Aides who successfully complete the Food Services Worker Certificate and provide a copy of the completed certificate to the Employer will receive an additional ten cents (.10¢) per hour above their current rates.

Housekeeping and Laundry Lead Hands will be classified separately and receive fifty cents (.50¢) per hour above their current rates.

The Env. Asst. (Receiver/Maintenance) will receive an additional one dollar and seventy-six cents (\$1.76) per hour above the Receiver Rate.

The Env. Asst. (Housekeeping/Maintenance) will receive an additional one dollar and thirty-six cents (\$1.36) per hour above the Housekeeping Aide rate.

The Health Care Aides job title is changed to Personal Support Worker.

The Adjuvant job classification is changed to Recreation Aide.

LETTER OF UNDERSTANDING

Return to Work Committee

PURPOSE

A Joint Return to Work Committee will be established with the purpose of developing and administering a return to work protocol for employees who have suffered an occupational or non-occupational disability or injury.

TERMS OF REFERENCE

- Design a program that will permanently accommodate disabled workers taking in consideration the needs of the business, the requirements under the law, and the necessity to provide meaningful and productive work.
- Design a gradual/modified return to work program to assist temporary disabled employees in the transition to full time employment.
- Develop and recommend to management support systems for employees who are on modified work or permanently disabled.
- Review individual cases and make recommendations to management as to the appropriate plan of action for accommodation and early return to work.

MEMBERSHIP

- Three (3) members from CUPE Local 2553
- Three (3) members from Management
- Other experts or people with relevant information may attend as required.

CO-CHAIRS

- Each party will appoint a Chair
- Co-Chairs will alternate chairing the meetings.

ACCOUNTABILITY

The Committee reports to the C.E.O. of Villa Colombo.

CONFIDENTIALITY AND DISCLOSURE

Given the confidential nature of the responsibilities of the committee, no member is permitted to communicate any of the deliberations. Management will be responsible for the general communication. Decisions and information involving individual employees will be communicated to the Manager, the union and any other relevant parties.

MEETINGS

Meeting will be at the call of either Chair.

SUPPORT FOR THE COMMITTEE

The Human Resources Advisor will provide administrative support to the committee.

SIGNED AT TORONTO, ONTARIO THIS 2nd DAY OF May 2023

FOR THE UNION:

C. De...
[Signature]
[Signature]
Audrey May
[Signature]
[Signature]

FOR THE EMPLOYER:

[Signature]
[Signature]
[Signature]
[Signature]
P. Parente
[Signature]

LETTER OF UNDERSTANDING

Rest Periods (for Dietary, Housekeeping and Laundry)

Notwithstanding Article 17.08, the parties agree that on a trial period part-time employees may work following a ten (10) hour rest between shifts. This shall not result in payment of overtime rates.

The trial period shall be from date of ratification or arbitration award for twelve (12) months. At the end of twelve (12) months, this agreement shall be reviewed by the Labour Management Committee. The parties will then agree to extend the agreement for the duration of the collective agreement or terminate the agreement within thirty (30) days of the meeting.

During the twelve (12) month period, the parties may agree to change the length of the rest between shifts or add other positions to this letter with mutual consent.

This letter shall only apply to Dietary, Housekeeping and Laundry departments.

SIGNED AT TORONTO, ONTARIO THIS 2nd DAY OF May 2023

FOR THE UNION:

C. De...
Audrey May
Frank
Hanni

FOR THE EMPLOYER:

Jana...
...
...
P. Parento

MEMORANDUM OF UNDERSTANDING

Procedure for Replacement of Staff

1. Definition of Unit:

The word "unit" will refer to the department or function to which an employee is assigned, except for the following job classifications:

A. Health Care Aide and Registered Practical Nurse

- i) The word "unit" is defined as the floor the individual is assigned to, regardless of which building wing.
- ii) Floor 1, Fidani Wing, and Floor 2, Fidani and Fusco Wing, shall be considered one unit with the understanding that this provision shall only apply to the offering of extra hours for part-time and casual employees.

B. Dietary Aide

- i) The word "unit" is defined as the Dietary Aide classification on a bargaining unit wide basis.

2. General Replacement Scheduling Principals:

A. Equitable Shift Distribution

- i) Both parties agree that it is important to provide an equitable distribution of replacement shifts to part-time and casual employees in order to retain staff and ensure continuity of care.

B. Role of Seniority

- i) Provided the employee is capable of performing the job, seniority shall be the primary factor when scheduling or when replacement shifts are being offered.

C. Role of Employment Status

- i) Full-time employees (Article 23.04) shall be given priority over part-time and casual employees for a replacement shift provided the full-time employee is not regularly scheduled for thirty-seven and one-half (37.5) hours per week or seventy-five (75) hours per two weeks.
- ii) Part-time employees should be offered replacement shifts before Casual employees.

3. Replacement Shift Calling Procedure:

A. Whenever a replacement shift becomes available the following shall apply

- i) A replacement shift will be offered to full-time employees who are capable of performing the job within the unit and then classification wide who are not regularly scheduled for thirty-seven and one-half (37.5) hours per week or seventy-five (75) hours per two weeks and the offering of the shift in whole or in part does not place the employee into an overtime position, on a descending order of seniority. If no full time employees accept the replacement shift, the shift will then be offered to part-time employees.
- ii) If all the available part-time employees within the unit have the same number of shifts the most senior part-time employee shall be offered the shift and then to other part-time employees within the unit on a descending order of seniority.
- iii) If the above does not apply then the most senior part time employee within the unit, who is not scheduled to work, with the least amount of shifts will be offered the replacement shift.

- iv) If there is no answer at the employee's designated contact phone number, a message will be left, if voicemail is available or if another person other than the employee answers the telephone call, indicating that Villa Colombo attempted to call them to offer them a replacement shift the shift will then be offered to the next employee following this procedure.
- v) If there is no answer, the next most senior part time staff, not scheduled, within the unit with the least amount of shifts will then be contacted and the same procedure as above will be followed.
- vi) If no part time staff within the unit is available or willing to work the vacated shift, the most senior part time employee within the classification being replaced who has the least amount of shifts, will be called and offered the replacement shift.
- vii) If no part time employee, within the classification, is available or willing to work the replacement shift, most senior Casual employee with the least amount of shifts within the unit will be called and offered the replacement shift. If no Casual employee within the unit is available or willing to work the replacement shift, the most senior Casual employee within the classification with the least amount of shifts, will be contacted and offered the replacement shift.
- viii) If no Casual employee on the classification wide seniority list is available or willing to work the replacement shift, the employer may decide to offer overtime.

B. Call Log for Replacement Shifts

A process will be developed to record telephone calls made to employees who are offered replacement shifts. The date and time and outcome of calls made to employees will be recorded. The Call Log will be a tool to assist in the proper application of the call-in procedure for Replacement Shifts and to assist in the resolution of any conflicts that may arise from the call-in procedure for Replacement Shifts.

C. Date & Time Labeling of Work Schedule Documents

A copy of the original posted work schedule will be maintained on file by the originator of the work schedule. The posted schedule will clearly identify the date and time the work schedule was posted. All subsequent up-dates of the posted schedule will clearly identify the date and time the up-dated schedule was posted. The copy of the original posted schedule and/or subsequent schedules will be used to resolve any discrepancies or disputes regarding scheduling conflicts. Copies to the Union will be provided upon request.

D. Shift Counting Procedure

The following method of "Shift Counting" will be implemented during the trial period to ensure equitable distribution of replacement shifts.

When a part-time or casual employee is offered a work shift through the replacement of staff process, and the employee refuses to accept the shift offered, that shift will be counted as a shift taken. In order to promote continuity of care, for a shift to be counted, the employee must refuse or turn down a shift offered from their unit. If a part time or casual employee is offered a shift outside their unit, the shift will not be counted.

If an employee has already indicated that she is not available for a particular shift/day and a shift becomes available when she is the next to be called, the shift will be counted as a shift taken.

"If an employee has indicated that she is not available for shifts on a particular day, and a shift becomes available on that day, it will be counted as a shift taken."

E. Equitable Shift Distribution Period

The equitable distribution of replacement shifts shall be based on a two (2) week period of time (pay period). Housekeeping and Laundry departments will use a six (6) week period of time.

The parties therefore mutually agree to follow the forgoing on the Schedule, starting on February 14, 2011 and ending on December 31, 2012, unless the parties mutually agreed to end earlier. It is also understood that nothing in this document shall prejudice either party in the upcoming negotiations.

This memorandum of agreement is subject to ratification by the members of the CUPE Local 2553 and by the Board of Governors of Villa Colombo respectively.

SIGNED AT TORONTO, ONTARIO THIS 2nd **DAY OF** May **2023**

FOR THE UNION:

C. D.
Digitally signed by
Ally May
Ally May
Ally
Hanni

FOR THE EMPLOYER:

James J. Don
James J. Don
Christina
Christina
Michelle
P. Parante