

COLLECTIVE AGREEMENT

BETWEEN

MARIANHILL Inc, PEMBROKE, ONTARIO

AND

THE CANADIAN UNION OF PUBLIC EMPLOYEES

AND ITS LOCAL 2764

September 1, 2022 - August 31, 2025

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ARTICLE 1- PREAMBLE

1:01 - Preamble

The purpose of the agreement which follows is to establish the basis of a working relationship between the Employer and the Union that will provide meaningful work, job satisfaction, fair wages for employees and support initiatives to make Marianhill the Employer and Provider of Choice in service excellence for all residents and clients.

We believe we must work together to build and maintain a harmonious relationship and to ensure effective communication. In administering this agreement, we will exhibit mutual trust, understanding and sincerity and avoid confrontational tactics. Should differences or misunderstandings occur, we will resolve them promptly through full and open discussions within the terms of our Collective Agreement.

The agreement provides the means for prompt settlement of grievances, negotiations and for final settlement of disputes, which may relate to salaries, hours of work and other conditions of employment.

We support and encourage joint participation in establishing policies and practices that reflect a commitment to the following principles and values:

- continuous improvement in quality and efficiency;
- working together as a team to maintain a safe and healthy workplace;
- freedom from harassment and discrimination;
- recognition of the full worth and integrity of all employees.

The parties agree that except for errors, inadvertence, or omissions, the attached forms and incorporates the changes to the Agreement.

ARTICLE 2 – HUMAN RIGHTS

2:01 – Human Rights

The parties agree that there shall be no discrimination, harassment, interference, restriction or coercion exercised or practiced by either party with respect to any employee on the grounds of race, ancestry, creed, colour, place of origin, ethnic origin, citizenship, sex, same-sex partnership status, sexual orientation, marital status, family status, age, disability, political or religious affiliation nor by reason of their membership or non-membership or activity in the Union.

ARTICLE 3 - DEFINITIONS

3:01 - Definitions

The following definitions shall be applies to the Agreement:

- a) For the purposes of this agreement, Marianhill Inc. is considered synonymous with Marianhill.
- b) The word "employee" or "employees" wherever used in this Agreement shall mean only the employee in the bargaining unit defined in article 5:01 unless the context otherwise provides.
- c) "Supervisor" or "Immediate Supervisor", when used in this Agreement shall mean the first supervisory level excluded from the bargaining unit.
- d) A full-time employee is an employee hired to work the full normal work schedule.
- e) A regular part-time employee is an employee hired to work on a regular basis less than fifty-six (56) hours per pay and for whom there is a predetermined work schedule and who has made a written commitment to Marianhill to be available for work.

- f) A relief part-time employee is an employee who is employed on a relief or replacement basis, does not form part of the scheduled master rotation and is available for call-ins as circumstances demand, and who may be utilized only if full-time and regular part-time staff is not available on a straight time basis.
- g) A temporary employee is one who is hired for a specific term to:
- Replace an employee who will be on approved leave of absence, absence due to WSIB disability, sick leave, or maternity/paternity leave;
 - relieve during vacation periods;
 - Cover during temporary surges in demand;
 - Staff community programs funded by temporary funding;
 - Meet operational demands when, due to legislation or otherwise, full-time, regular part-time, or relief part-time employees cannot be used.
- h) For the purpose of calculation of continuous service, time will not be credited for an unpaid long term leave of absence in excess of seventeen (17) weeks, unless the Collective Agreement and/or legislation provides for more.
- i) Short term unpaid leave in 17:06 a) will be defined as under thirty (30) calendar days.
- j) Long term unpaid leave in 17:06 b) will be defined as thirty (30) calendar days or more.

3:02 - Masculine or Feminine

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

ARTICLE 4 - MANAGEMENT RIGHTS

4:01 - Management Rights

The Union recognizes that the Employer has the regular and customary rights of management, except insofar as such rights are modified or limited by this Agreement. The question of whether one of these rights is modified or limited by this Agreement may be decided through the grievance and arbitration procedure.

The Union agrees that the regular and customary rights of Management generally include the right:

- a) to maintain order, discipline and efficiency and to establish, revise from time to time and enforce reasonable rules and regulations to be observed by the employees (these rules and regulations must be consistent with the provisions of the Collective Agreement and such rules shall be posted by the Employer on the bulletin board of each department and a copy sent to the Union).
- b) to hire, discharge, direct, transfer, classify, promote, demote: suspend or discipline its employees, and increase or decrease the working force.

ARTICLE 5 - UNION RECOGNITION

5:01 - Union Recognition

The Employer recognizes the Canadian Union of Public Employees and its Local 2764 as the sole and exclusive bargaining agent for all lay employees of Marianhill Inc., save and except Supervisors, persons above the rank of Supervisor, Manager, Coordinator, Registered and Graduate Nurses, Secretary to the Chief Executive Officer, Receptionist, Payroll/Accountant and Office Clerks.

ARTICLE 6 - UNION RIGHTS

6:01 - Union Dues

The Employer shall deduct from every employee any monthly dues, levies and or assessments, in accordance with the Union constitution and/or by-laws and owing by them to the Union.

- a) Deductions shall be forwarded to the National Secretary-Treasurer not later than the 15th day of the following month, accompanied by a list of names of the employees from whose wages the deductions have been made.
- b) The Employer shall provide each employee with a statement of income and deductions for income tax purposes, which shall include the deductions for union dues.
- c) In consideration of the deducting and forwarding of union dues by Marianhill, the Union agrees to indemnify and save harmless Marianhill against any claims or liabilities arising or resulting from the operation of this Article.

6:02 - Bargaining Agent

No employee shall be required or permitted to make any agreement with the Employer or their representative which conflicts with the terms of this Collective Agreement.

6:03 - Work of the Bargaining Unit

Employees whose jobs are not in the bargaining unit shall not work on any other jobs which are included in the bargaining unit, except for the purpose of instruction, assessment, in emergencies or when regular employees are not available and provided that the performing of the aforementioned operations, in itself, does not cause the lay-off or a reduction in the regular hours of work of any employee in the bargaining unit.

6:04 - Orientation

- a) The Employer agrees to acquaint new employees with the fact that a Union agreement is in effect, and with the conditions of employment set out in the Articles dealing with Union Security and Dues Check-off.
- b) A new employee will have the opportunity to meet with their Union Steward or Officer for fifteen (15) minutes during working hours in the first month of employment, without loss of remuneration.

6:05 - Personnel Files

An employee shall be permitted to review their personnel file at a mutually convenient time. This provision will be arranged in advance between the employee concerned and their Department Head and/or designate. The employee's written reply to any accusation or expression of dissatisfaction shall become a part of the record upon submission.

6:06 - Copies of Agreement

- a) The Union and the Employer desire every employee to be familiar with the provisions of the Agreement and their rights and obligations under it. For this reason it is agreed that a sufficient number of copies will be printed to allow each employee and Management representative, who so elects to have a paper copy, have their own copy, at the time of printing.
- b) The Employer and the Union will equally share the cost of printing the Collective Agreement.
- c) A copy of the most updated signed Collective Agreement will be posted on the staff section of the Employer's website.

6:07 - Bulletin Boards

The Employer shall provide a bulletin board upon which the Union Executive or Secretary will have the right to post notices of meetings or other matters of interest to employees.

The Employer can require removal of anything considered objectionable.

6.08 – Notification of New Hires

The Union shall be notified of the full name, position and employment status (e.g. full-time, part-time, temporary, part-time relief, student), and start date of all employees hired into the bargaining unit within thirty (30) days of hire.

6.09 – Information for the Union

1. The Employer shall provide the Union, in January and July, with an electronic contact list of all employees in the bargaining unit. The contact list will include:
 - a) home address
 - b) home phone number or cell number
 - c) work email address and where available a person email address
2. The Employer will also provide the Union, in January and July, with an employee list containing the following information electronically, for all employees in the bargaining unit:
 - a) Job title/classification
 - b) Employment status: permanent, temporary, part-time relief
 - c) Employees on leave, including the reason for the leave

ARTICLE 7 - LABOUR MANAGEMENT RELATIONS

7:01 - Representation

The Union shall notify the Employer in writing of the names of the Union's officers, stewards and committee members who are chosen in accordance with this Agreement and they shall thereupon be recognized by the Employer as the representatives of the Union. Similarly, the Employer will supply the Union with a list of its supervisory or other personnel with whom the Union may be required to transact business.

7:02 - Bargaining Committee

- a) A Union Bargaining Committee shall be appointed and consist of not more than six (6) members of the Union. The Employer shall not be obliged to maintain the wages of more than three (3) employees. The Union will advise the Employer of the Union nominees to the committee and the three (3) members who are to be paid. Payment will not include overtime and will be only for time spent related to the bargaining process.
- b) An Employer bargaining committee shall be appointed and consist of not more than six (6) representatives of the Employer. The Employer will advise the Union of the Employer nominees to the committee.

7:03 - Representative of Canadian Union

The Union shall have the right at any time to have the assistance of representatives of the Canadian Union of Public Employees when meeting with the Employer. Such representatives shall, subject to prior arrangement with the Chief Executive Officer, have access to the Employer's premises at any time in order to investigate and assist in the settlement of grievances.

7:04 - Labour Management Committee

A Labour Management Committee shall be established consisting of appropriate numbers of representatives of the Union and the Employer. The Union will be permitted to have a maximum of four (4) representatives on this committee.

The Labour Management Committee shall not have the jurisdiction to consider matters that are properly the subject of grievance or negotiations for the amendment or renewal of this agreement.

The committee shall meet quarterly at a mutually agreeable time and place. A request for a meeting will be made in writing prior to the date proposed and will be accompanied by an agenda of matters proposed to be discussed. Employees shall not suffer any loss of pay or benefits for time spent in meetings with this committee.

An Employer and a Union Representative shall be designated as joint chairpersons and shall alternate in presiding over meetings.

Minutes of each meeting of the committee shall be prepared and signed by the joint chairpersons as promptly as possible after the close of the meeting, and distributed to all members of the committee.

7:05 - Correspondence

All correspondence between the parties, arising out of this Agreement or incidental thereto, shall pass to and from the Chief Executive Officer or their designate and the secretary of the Union and the President of the Union electronically.

7:06 - Strikes or Lockouts

In view of the orderly procedures established by this Agreement for the settling of disputes and the handling of grievances, the Union agrees that, during the life of the Agreement, there shall be no strike or stoppage of work either complete or partial, and the Employer agrees that there will be no lockout in accordance with provincial government laws (including the Hospital Labour Disputes Arbitration Act) and regulations.

7:07 - Contracting Out

The Employer may contract out work provided that no employee suffers a reduction of normal hours of work or of layoff as a direct result of the contracting out.

7:08 - Changes in Agreement

Any changes deemed necessary in this agreement may be made by mutual agreement at any time during the existence of this Agreement, in writing.

ARTICLE 8 - GRIEVANCE AND ARBITRATION

8:01 – Recognition of Union Stewards

In order to provide an orderly and speedy procedure for the settling of grievances, the Employer acknowledges the rights and duties of the Union Stewards.

8:02 - Names of Stewards

The Union shall notify the Employer in writing of the names of each Steward before the Employer shall be required to recognize them.

8:03 - Grievance Committee

The Grievance Committee shall consist of two (2) representatives of the Union, one of which may be the President.

The Union acknowledges that stewards have regular duties to perform on behalf of the Employer and that such persons will not leave their regular duties without obtaining permission from their immediate supervisor who will be advised of the type of Union business to be performed during the requested absence. Such permission shall be granted by the Supervisor. When resuming their regular duties after engaging in duties on behalf of the Union, stewards will report to their Supervisor immediately upon their return. Any Union representative who is privileged by this Agreement to take up Union business in a department other than their own will also report to the Supervisor in charge of that department at the time.

8:04 - Grievance Defined

A grievance shall be in writing submitted by email and shall be defined as any difference arising out of interpretation, application, administration or alleged violation of the Collective Agreement. No grievance shall be considered where the circumstances giving rise to it occurred or originated more than fifteen (15) calendar days before the filing of the grievance.

The time limits fixed in both the grievance and arbitration procedures may only be extended by consent of both parties to this Agreement. Should any grievance not be submitted within the time limits specified, it shall be considered to have been abandoned.

All grievance submissions and formal replies shall be by email.

8:05 - Policy Grievance

A complaint or grievance arising directly between the Employer and the Union concerning the interpretation, application or alleged violation of the Agreement shall be originated at Step 2, by the Local Union President or designate, within fifteen (15) calendar days following the circumstances giving rise to the complaint or grievance.

8:06 - Settling of Grievances

Nothing herein shall prevent an individual employee from discussing a complaint with their immediate Supervisor or Department Head. The aggrieved employee(s) shall submit the grievance to their steward. An earnest effort shall be made to process and settle grievances fairly and promptly in the following manner:

Step 1

If the Steward considers the grievance to be justified, the employee(s) concerned, together with the Steward, shall first seek to settle the dispute with the employee's Department Head or designate by presenting a written statement of the grievance, within fifteen (15) calendar days of the date the circumstances giving rise to the matter occurred.

Step 2

Failing a satisfactory decision and settlement of the matter within seven (7) calendar days after the matter was presented at Step 1, the employee(s) concerned, with the Chief steward and the National Representative may within seven (7) further calendar days, submit the grievance to the Chief Executive Officer of the Home or their designate and at the same time advise the Chief Executive Officer of the redress sought. The Chief Executive Officer of the Home or their designate shall render a decision in writing within seven (7) calendar days after such meeting.

Step 3

Failing satisfactory settlement being reached at step 2, the parties within twenty-one (21) calendar days agree to submit the grievance(s) to a Mediation Officer.

Step 4

Failing satisfactory settlement being reached in Step 3, the Union may refer the matter to arbitration in accordance with the provisions of Article 8, providing such is done within twenty-one (21) calendar days following Mediation.

8:07- Arbitration Board

When the Union requests that a grievance be submitted to arbitration, the request shall be made by registered mail addressed to the other party of the Agreement, indicating the name of its nominee on an arbitration board. Within five (5) days thereafter, the other party shall answer by registered mail indicating the name and address of its appointee to the Arbitration Board. The two (2) nominees shall then meet to select an impartial chairperson.

8:08 - Single Arbitrator

The Employer and the Union agree that by mutual written agreement of the parties, a sole arbitrator may be substituted for a Board of Arbitration. The appointment and jurisdiction of the arbitrator shall conform to the provisions of this Article. Each party shall pay one-half (1/2) of the fees and expenses of the arbitrator and any costs of the place of hearing or such arbitration if and when the necessity arises.

8:09 - Failure to Appoint

If the recipient of the notice fails to appoint an arbitrator, or if the two (2) appointees fail to agree upon a chairperson within ten (10) days of their appointment, the appointment shall be made by the Minister of Labour upon the request of either party.

8:10 - Decision of the Board

The decision of the majority shall be the decision of the Board. Where there is no majority decision, the decision of the chairperson shall be the decision of the Board. The decision of the Board of Arbitration shall be final and binding and enforceable on all parties, but in no event shall the Board of Arbitration have the power to change this Agreement or to alter, modify or amend any of its provisions. However, the Board shall have the power to dispose of a grievance or a discipline grievance by any arrangement, which it deems just and equitable.

8:11 - Disagreement on Decision

Should the parties disagree as to the meaning of the Board's decision, either party may apply to the Chairperson of the Board of arbitration to reconvene the Board to clarify the decision, which they shall attempt to do within five (5) days.

8:12 - Expenses of the Board

Each party shall pay:

- 1) fees and expenses of the arbitrator it appoints;
- 2) one-half (1/2) of the fees and expenses of the Chairperson.

8:13 - Witness

At any stage of the grievance or arbitration procedure, the parties may have the assistance of the employee(s) concerned as witnesses and any other witnesses. All reasonable arrangements will be made to permit the conferring parties or the arbitrator(s) to have access to the Employer's premises to view any working conditions which may be relevant to the settlement of the grievance. Such witnesses shall suffer no loss of pay, benefits or seniority; provided that the Employer shall not be obliged to maintain the wages of more than three employees called as witnesses by the Union at any one hearing.

8:14 - Time Off for a Meeting

Any grievor(s) or representative(s) of the Union Grievance Committee, who is in the employ of the Employer, shall have the right to attend grievance meeting with the Employer within working hours. Such attendance shall be without loss of regular remuneration, and in the case of part-time employees, shall not result in a rescheduling of hours.

8:15 - Facilities for Grievances

The Employer shall provide the necessary facilities for the grievance meetings provided for in clause 8:13 above. Facilitation can be virtual or physical by mutual agreement.

ARTICLE 9 - DISCIPLINE AND DISCHARGE

9:01 - Discharge Procedures

An employee who has completed the probationary period may be dismissed for just cause and upon the authority of the Employer. When the Employer has completed its investigation and decided to discipline an employee, they shall have a meeting with the employee in the presence of a Union Steward. The parties understand that the purpose for the attendance of the steward is to advise and support the employee. Such employee and the Union shall be advised promptly in writing by the Employer of such discharge or suspension.

9:02 - Omitting Grievance Steps

An employee considered by the Union to be wrongfully or unjustly discharged or suspended shall be entitled to a hearing under Article 8 - Grievance Procedure within seven (7) working days after such discharge or suspension. Step 1 of the grievance procedure shall be omitted in such cases.

9:03 - Unjust Suspension or Discharge

An employee who is found to have been unjustly suspended or discharged shall be immediately reinstated in their former position without loss of seniority. They shall be compensated for all time lost in the amount equal to their normal earnings or by any other arrangement as to compensation which is just and equitable in the opinion of the parties or in the opinion of the Board of Arbitration, if the matter is referred to such a Board.

9:04 - Warning and Reprimands

Whenever the Employer or its representatives deems it necessary to issue verbal or written warnings, the employee shall be advised of their right to have a representative of the Union present. All warnings, verbal or otherwise, shall be given in private so as to protect the dignity of the employee. A copy of such warning shall be sent to the Union within seven (7) working days. A grievance arising out of the warning or reprimand may be submitted at Step 1 of the grievance procedure.

9:05 - Adverse Report/Disciplinary Record

The Employer shall notify an employee in writing of dissatisfaction concerning their work within two (2) calendar weeks of the event of the complaint, with a copy to the Union. This notice shall include particulars of the work performance which led to such dissatisfaction. If this procedure is not followed, such expression of dissatisfaction shall not become a part of their record for use against them at any time. This Article shall be applicable to any complaint or accusation or disciplinary measure which may be detrimental to an employee's advancement or standing with the Employer. The employee's reply to such complaint, accusation, expression of dissatisfaction or disciplinary measure shall be in writing and within two (2) weeks of notification from the Employer and shall become part of their record. Any adverse report or disciplinary measure of an employee shall not be used against them after eighteen (18) months of such complaint, accusation or expression of dissatisfaction or disciplinary measure. Any such report(s) shall be removed from the employee's file and discarded.

ARTICLE 10 - SENIORITY

10:01 - Seniority Defined

- a) Seniority is defined as the length of continuous service with the Employer, retroactive to the last date of hiring. An employee who has completed their probationary period, as set out in Article 10:03 below, shall have their name placed on the seniority list with seniority effective as of the last date of hire. Seniority will be in hours worked.
- b) Part-time and relief part-time employee's seniority will be based on the number of hours worked, and on paid leave of absence. Part-time and relief part-time employees will have equivalent of one (1) year's service for each 1,800 hours worked. No employee shall accumulate more than one (1) year of seniority in any twelve (12) month period.
- c) The principle of seniority shall operate on a bargaining unit-wide basis and seniority for part-time and relief part-time employees shall be considered as being separate and apart from seniority for full-time employees. However, when an employee transfers from the part-time service to the full-time service and vice versa, their seniority shall carry forth to the new position.
- d) An employee on Workplace Safety and Insurance Board (W.S.I.B.) benefits shall continue to accumulate seniority as set forth in the *Workplace Safety and Insurance Act*. Calculation of seniority for part-time and relief part-time employees shall be on the basis of the average of time worked per week using the preceding six (6) months of work record before the accident.

10:02 - Seniority List

The Employer shall maintain a seniority list showing the date upon which the service of each employee, who has completed their probationary period, commenced. An up-to-date seniority list shall be sent to the Union by email and shared electronically with employees on the Employers website in January and July of each year.

10:03 - Probation

- a) Newly hired employees shall be on a probationary basis for a period of:
 - 450 worked hours or six (6) months, whichever comes first, for part-time and relief part-time employees
 - three (3) months for full-time employees from the date of hire.

During the probationary period employees shall be entitled to all rights and privileges of this Agreement, except with respect to discharge.

- b) Temporary full-time positions will be first offered to qualified employees in the Department according to seniority and secondly to outside the Department in accordance with Article 11:01. Should an employee be the successful applicant, they shall be returned to their former position at the end of the term.

10:04 - Temporary Employee

The release or discharge of such persons at the end of their term shall not be the subject of a grievance or arbitration. The Employer will outline to employees selected to fill such temporary vacancies, and to the Union, the circumstances giving rise to the vacancy and the conditions relating to such employment.

Seniority for temporary employees shall be on a separate list from the regular part-time list. Seniority may accumulate from temporary contract to temporary contract. The aforementioned would only apply if the temporary employee is rehired within a period of three months following the termination of a temporary contract.

If a current temporary employee applies for a regular full-time or a regular part-time position and is the successful applicant, the seniority accumulated during the temporary contract(s) shall be credited to the employee's seniority and service, after serving a probationary period of thirty (30) shifts or three (3) months, whichever comes first.

10:05 - Loss of Seniority

An employee shall lose seniority and service and shall be deemed to have been terminated if:

- a) they are discharged for just cause and is not reinstated;
- b) they resign;
- c) they are absent from work in excess of three (3) working days without sufficient cause or without notifying the Employer;
- d) they fail to return to work within fourteen (14) calendar days following a lay-off 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 their current address. An employee recalled for casual work or employment of short duration not exceeding a period of two (2) weeks, at a time when they are employed elsewhere, shall not lose their recall rights for refusal to return to work. In the case the employee refuses such offer, then the job can be filled for two weeks without posting.
- e) they are laid off for a period of more than twenty-four (24) months;
- f) they overstay a leave of absence without permission of the Employer, unless for just cause;
- g) their maternity leave or adoption leave has expired and they fail to return to work;
- h) if an employee retires;
- i) does no work for Marianhill for a period of twenty-four (24) months unless legislation dictates otherwise;
- j) Following three (3) months after the end of the temporary contract.

10:06 - Transfers and Seniority Outside of the Bargaining Unit

No employee shall be transferred to a position outside the bargaining unit without their consent. If an employee is transferred to a position outside the bargaining unit, they shall retain their seniority acquired at the date of leaving the unit, but will not accumulate any further seniority. Upon completion of a one (1) year period, their seniority will become null and void in the bargaining unit. If such an employee later returns to the bargaining unit, they shall be placed in a job consistent with their seniority. Such return shall not result in the lay-off or bumping of an employee holding greater seniority.

ARTICLE 11 - JOB POSTINGS

11:01 - Job Postings

- a) i) When a vacancy occurs and is one which the Employer wishes to fill, or a new position is created in the bargaining unit the Employer will post notice of the position on the bulletin board for a period of ten (10) calendar days so that all members will know about the position and be able to make written application therefore.

The employees eligible for consideration shall be limited to those employees who have applied for the position in accordance with this Article.

- ii) Should the posting remain vacant for a period of greater than six (6) months, the vacancy shall be reposted prior to consideration of an external candidate. Reposting as per Article 11.01 a) ii) shall only be for three (3) working days.
- b) No postings are required for students employed during the school summer vacation period, and the Christmas vacation period, providing this will not interfere with the normal hours of work of the regular staff.
- c) The Union and Management agree that full rotation selection/reassignment of schedules will occur once every three years or when schedules are altered unless mutually agreed to not do so (i.e. additional rotation).

The parties agree to the principle of realignment as follows:

- i) Full-time and regular part-time employees shall be permitted one lateral move during the time between full rotation selection and realignment of schedules. Lateral transfer may be utilized for subsequent vacancies.
- ii) Selection shall be based on seniority at the time the posting closes. Employees interested in lateral transfers must put their request in writing to the Employer should the opportunity arise.
- d) When a temporary full-time or temporary regular part-time position becomes available, the Employer will not be required to post the job vacancy in accordance with Article 11.01 a).

The temporary vacancy shall be offered to employees within the classification in order of seniority, provided the employees has the qualifications to perform the work. If a vacancy is created by an employee accepting a temporary position, the hours associated with that vacancy will be offered to part-time employees within the classification for whom the vacancy represents a betterment (in terms of number of hours), in order of seniority, provided the employee has the qualifications to perform the work. Any remaining hours associated with the vacancy will be staffed by a relief part-time employee. At the end of the temporary vacancy, the relief part-time employee will continue to be employed on a relief or replacement basis, but will for part of the scheduled master rotation.

11:02 - Information on Postings

Such notice shall contain the following information:

Occupation, status, qualifications, required knowledge and education, skills, wage rate range. These qualifications shall not be established in a discriminatory manner.

11:03 - Role of Seniority

Each party recognizes:

- a) The principle of promotion within the service of the Employer.
- b) That job opportunity should increase in proportion to length of service.

- c) The Employer may fill a vacant full-time position with a part-time employee for a period not to exceed five (5) weeks while they seek a suitable permanent appointment to fill the vacant position.
- d) Therefore, in making staff changes, transfers, or promotions to a position that has been posted, appointment shall be made of the applicant having the required qualifications. Where two or more applicants have the required qualifications, the appointment shall be given to the applicant who has the greatest seniority. Appointments from within the bargaining unit shall be made within two (2), weeks of the date that the posting expires, unless an extension is mutually agreed.
- e) When applying the principle of seniority in a job posting, seniority will reflect total hours worked as of the end of the last pay period immediately prior to posting. Should two (2) or more employees have the same seniority, i.e. total accumulated hours, the position will be offered to the employee who has the earlier date of hire. If the date of hire is the same day, selection will be established by the process of chance through the drawing of names. A Union Executive representative will be present at such drawing of names.
- f) Wherever an employee voluntarily transfers to another classification that has a wage rate equivalent to, or lower than the wage rate of their former classification, they shall carry their service progression as earned in former classification for the purpose of placement on the wage range of the new classification. Whenever an employee is promoted to a classification that has a wage rate higher than their former classification, they shall receive the rate on the range of the new classification next higher than the amount received in the former classification. Service progression shall be counted from the date of promotion.

11:04 - Union Notification

- a) The Union shall be notified in advance of all: job postings, vacancies, new positions and resignations and of all successful appointees including students to the vacancies, job postings, new positions, and temporary positions. These conditions apply for all positions within the bargaining unit.
- b) On all job postings which occur, the Union shall be notified who the employee was that has created the vacancy. The Employer shall post on the bulletin board, the name of the successful applicant to the job posting within ten (10) working days.
- c) Where possible, the Employer agrees to inform the Union in writing of any plans to increase the complement of part-time employees and the reasons for the planned increase. This shall not apply for persons hired for summer holiday relief. The notification shall be given to the Union at least sixty (60) days prior to the anticipated effective date of implementation.
- d) When a member of the bargaining unit is the successful applicant, they shall be notified within one (1) week of their selection. They shall be assigned a familiarization period of two (2) months. Conditional on satisfactory service, the employee shall be deemed permanent in the posted position after the period of two (2) months. In the event the successful applicant proves unsatisfactory in the position during the familiarization period, or if the employee is unable to perform the duties of the new job classification, they shall be returned to their former position, wage or salary rate and without loss of seniority. Any other employee promoted or transferred because of the rearrangement of positions shall also be returned to their former position, wage or salary rate, without loss of seniority.

ARTICLE 12 - LAY-OFFS AND RECALL

12:01- Layoff Defined

A layoff shall be defined as a reduction in the workforce or a reduction in the regular hours of work as defined in this Agreement.

12:02 - Notice of Layoff

- a) In the event of a proposed layoff at the home of a permanent or long-term nature or the elimination of a position within the bargaining unit, the Employer shall:
 - (i) Provide the Union with not less than twenty (20) calendar days written notice for employees in the Dementia Respite Unit and eight (8) weeks written notice for all other employees of the proposed layoff or elimination of positions; and
 - (ii) Provide to the affected employee of the Dementia Respite Unit if any, with not less than twenty (20) calendar days written notice and all other employees if any, with not less than eight (8) weeks written notice or pay in lieu thereof.
 - (iii) The Employer and the Union agree to meet within one (1) week of the Union receiving written notice to;
 - a) assess the impact of the proposed layoffs
 - b) to actively seek alternatives to layoffs
 - c) to look at ways and means to lessen the proposed layoffs
- b) Where a proposed layoff results in the subsequent displacement of any 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.

12:03 - Order of Layoff

Layoffs are to begin in the classifications of temporary, regular part-time employees first with full-time employees laid off last.

No full-time employee within the bargaining unit shall be laid off by reason of their full-time hours being assigned to one or more part-time employees.

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

12:04 - Role of Seniority in Layoffs and Recalls

An employee in receipt of notice of layoff may:

- (a) accept the layoff; or
- (b) opt to forfeit all recall rights and receive a separation allowance as outlined in the Employment Standards Act
- (c) opt to forfeit all recall rights and retire, if eligible under the terms of the pension plan; or
- (d) displace another employee who has lesser bargaining unit seniority in the bargaining unit if the employee originally subject to layoff has the qualifications 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 layoff.
An employee who chooses to exercise the right to displace another employee with lesser seniority shall advise the Employer of their intention to do so and the position claimed within seven (7) days after receiving the notice of layoff.

An employee who is subject to layoff other than a layoff of a permanent or long-term nature shall have the right to accept the layoff or displace another employee in accordance with (a) and (d) above. If an employee bumps into a position having seniority but not the necessary qualifications, the Employer agrees to hold

that position open for the employee for a period not to exceed twelve (12) months so the employee can obtain the necessary qualifications. The Employee's health benefits will be maintained for the period of absence.

When a member of the bargaining unit displaces/bumps into a position in the bargaining unit, they shall be assigned a familiarization period of two (2) months.

12:05 - Recall

- a) An employee shall have opportunity of recall from a layoff to an available opening, in order of seniority, provided they have the qualifications 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 complete.

In determining the qualifications 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.

- 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) The Employer shall notify the employee of recall opportunity by registered mail, addressed to the last address on record with the Employer (which notification shall be deemed to be received on the second day following the date of mailing). The notification shall state the job to which the employee is eligible to be recalled and the date and time at which the employee shall report to work. The employee is solely responsible for their proper address being on record with the Employer.
- d) 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 when an employee is working elsewhere or enrolled in a course and may instead remain on layoff.

12:06 - Grievances on Layoff

Grievances concerning layoffs affected in accordance with this Article shall be initiated at Step 2 of the Grievance Procedure.

ARTICLE 13 - HOURS OF WORK

13:01 - Normal Daily Hours

- a) The normal daily hours of work for regular full-time employees, exclusive of thirty (30) minutes for meal period, shall be ten shifts of 7-1/2 hours per day. Meal times shall be allocated by the Employer within each 8 hour period.
- b) Notwithstanding Article 13.01 (a) above, any employee not receiving the thirty (30) minutes for lunch, with the pre-approval of the supervisor, shall be paid for this time at the normal rate of pay.
- c) The normal hours of work for part-time employees exclusive of thirty (30) minutes for meal period shall not exceed fifty-six (56) hours per pay period save and except during emergencies.

13:02 - Normal Days of Work - Full-Time

The normal days of work shall be a total of ten (10) days per pay period and any and all employees may be required to work a shift schedule. Work schedules shall be posted on the bulletin board, at least two (2) weeks in advance. Should a scheduled shift be changed and the affected employee not given five (5) working days notice the first day of the new schedule shall be paid at the rate of time and one-half (1 ½).

13:03 - Fulltime Equivalent (FTE)

- a) Hours per pay period will be averaged out over a six-week period. The above FTEs on the master rotation in each department shall not be increased or decreased without a Labour-Management meeting to discuss alternatives. These hours shall also be reviewed on an annual basis through a Labour-Management meeting.

(For clarification purposes it is understood that every .2 = 15 hours per pay)

- b) Prior to altering a full-time employee's posted schedule, the Employer will utilize a regular part-time, relief part-time or temporary employee to meet its staff requirement.

Failing to give a part-time employee forty-eight (48) hours notice shall result in the employee being paid for one and one-half (1 ½) time for all hours worked or the shift that was cancelled, whichever is greater.

13.04 – Schedules

- a) The schedule shall consist of six (6) consecutive weeks, shall be posted two (2) weeks in advance and shall not be changed without prior notice. All requests for time off will be submitted on the prescribed form no later than one (1) week prior to posting of the new schedule. All requests received prior to the posting of the schedule will be considered based on seniority.
- b) For the purpose of preparation of schedules, preference of shifts shall be given to regular part-time employees over relief part-time, temporary employees or students.
- c) If an employee is not available for a regularly scheduled shift, the employer is not obligated to provide a substitute shift in order to meet the employee's FTE.
- d) Employees may use their bargaining unit wide seniority for purposes of securing and retaining a sole position within the bargaining unit. Employees may be permitted to hold dual or multiple positions in Building Services and Community Support Services where part-time employees may elect, when offered by the Employer, to simultaneously hold dual or multiple positions.

13.05 – Scheduling of Vacant Shifts

Call-ins are shifts offered on the current posted schedule. All shifts will become available following the posting of the schedule will be filled by first calling regular part-time employees in rotation according to their seniority. If no regular part-time employees are available, relief part-time employees will be called in rotation according to their seniority. If no regular part-time or relief part-time employees are available, temporary employees will be called.

Employees being called in can accept two (2) weekend shifts at a time, three (3) if there is a statutory holiday adjacent to the weekend.

13.06 – Regular Part-time Commitment

Regular part-time employees must submit availability at least four (4) weeks prior to the posting of the schedule in accordance with their master rotation schedule.

- a) Failure to submit an availability form in advance to the posting of the schedule, the employee will be considered as available for all extra shifts.
- b) Scheduling will allocate available shifts in rotation in order of seniority shifts commencing with the most senior employee and in accordance with availability submitted in 13.06 a).

13:07 – Shift Exchanges

Full-time and/or part-time employees may agree to exchange scheduled shifts, the employees will notify the department head or their designate of the details of the exchange at least forty-eight (48) hours prior to the commencement of the shift and must be submitted to the Scheduling Coordinator or their designate during regular weekday business hours. Multiple exchanges of the same shift may be denied at the discretion of the department head but will not be unreasonably withheld.

13:08 - Split Shifts

- a) No employee shall be required to work a split shift.
- b) Respite Workers may be required to work a split shift but at no time will the total hours for the day be less than three (3) hours. And at no time shall a staff be required to spend less than one (1) hour with a client.

13:09 - Weekends

- a) Weekends will be planned to allow equality of distribution. Days off shall be scheduled consecutively when practicable. Part-Time employees will be scheduled to allow at least two (2) weekends off in every five (5). Where possible, part-time employees will be scheduled to allow for every second weekend off. Full time employees shall have every other weekend off.
- b) Weekend Workers are Part-Time employees hired to do weekend work only, which may include a paid holiday attached to the weekend. Article 13.05 a) does not apply to Weekend Workers. The remaining provisions of the Collective Agreement will apply to Weekend Workers. An employee who is not currently in a Weekend Worker position will not be placed into a Weekend Worker position without their consent.

13:10 - Call-In

- a) For the purpose of call-in, roster shall be maintained in order of seniority.
- b) If called into work after a shift has clearly begun, or if not given enough call in time to report to work before the shift starts, the employee shall be paid for the full-time worked plus one (1) hour, but not an amount exceeding seven and one-half (7 ½) hours of pay.

13:11 - Paid Rest Period

An employee shall be permitted a rest period of fifteen (15) consecutive minutes in both the first and second half of a full shift, seven and one-half (7½) hours. If an employee's shift is four (4) hours, they shall be entitled to a rest period of fifteen (15) consecutive minutes; if an employee's shift is three (3) hours, they shall be entitled to a rest period of ten (10) consecutive minutes. Rest periods shall be scheduled by the immediate supervisor. During paid rest periods, employees must remain in the building.

13:12 - Shift Premium

- a) Evenings and Nights, a shift premium of ~~eighty~~ ninety cents (~~-.80~~) (\$0.90) per hour will be paid to employees who work on a shift where more than half of the hours fall between the hours of 1500 hours and 0700 hours.
- b) For all hours worked between 2000 hours on Friday and 0700 hours on Monday, employees will receive the following weekend premium of one dollar (\$1.00) per hour.

13:13 - Rest Between Shift

Full-time employees shall be provided with twelve (12) hours rest between shifts in Dietary and Recreation and fifteen (15) hours rest between shifts in all other departments and any work performed within these rest periods shall be at overtime rates.

13:14 - Out of Classification

When an employee is assigned to replace an employee in a higher rated position, the employee shall receive the higher rate of pay.

13:15 - Overtime

- a) Authorized work approved by the Employer and performed by the employee beyond seven and one-half (7½) hours in a day, shall be paid for at the rate of time and one-half (1 ½).
- b) Overtime premium will not be duplicated for the same hours nor pyramided with any other premium payable under this Agreement.
- c) Notwithstanding the above, authorized work approved by the Employer and performed by Respite Workers beyond twelve (12) hours in the day, shall be paid at the rate of time and one half (1 ½).
- d) Notwithstanding 13:15 a) and b), an employee may bank one and one half (1 ½) hours of paid time for each hour of overtime worked and utilize these hours at a time agreed upon, prior to the posting of the work schedule, by the employee and their department head. The banked hours must be used within four (4) months; this period may be extended with the agreement of the employee and the department head. Any unused banked time will be paid out on December 1st each year.
- e) Overtime shall be assigned as equitably as possible among the employees who are willing and qualified to perform the available work.

13:16 - Call Back Pay Guarantee

An employee who is called back to work outside their regular working hours shall be paid for a minimum of three (3) hours at overtime rates. The three (3) hour call back guarantee shall not apply to subsequent call backs within the same three (3) hour period.

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

13:17 - Standby

The parties agree to the following provisions related to the introduction of standby responsibilities at Marianhill:

- a) Standby pay shall be defined as premium received by an employee as a result of the employees being available on a standby basis outside of the employee's scheduled working hours.
- b) Subject to operational requirements and at the discretion of the Employer, standby responsibilities may be assigned to bargaining unit employees.
- c) During the standby period, the Employer will provide the employee with a Marianhill communication device. The employee shall endeavour to report to work within forty five (45) minutes, except in the case of employees working in a community program, who shall report to work within twenty (20) minutes.
- d) For each hour an employee is assigned standby responsibilities, they shall be paid two dollars and twenty-five cents (\$2.25) per hour when not receiving call-back pay.
- e) Only work performed on Marianhill premises, or where the work is normally done shall be considered as work for pay purposes.
- f) Standby assignment shall be shared as equitably as possible among bargaining unit members.
- g) There shall be no premium beyond the normal standby pay for standby responsibilities on a statutory holiday, and no pyramiding of premiums.

13:18 - Daylight Savings Time

At the time of change from Standard to Daylight Saving Time or vice versa, the time change will take place at 2:00 A.M. When the time springs ahead, employees will remain at work and complete their 8-hours shift at their regular rate of pay. When the time falls back, employees will be paid all hours worked at their regular rate of pay.

13:19 - Short Changes

The Union agrees that employees may work short changes without being paid overtime rates which are covered in Articles 13:09 and 13:11 of the Collective Agreement under the following conditions:

1. No employee shall be required to work a short change of less than eight (8) hours without being paid overtime.
2. No employee will be obligated or pressured to take a short change call in nor will this be used against the employee.
3. No employee will be scheduled to work a short change, with the exception of the Respite Worker, Community Personal Support Worker, and Community Homemaker.
4. Short changes will only occur after all other avenues are exhausted.
5. This provision will not apply to Article 13:12.
6. Shift exchanges resulting in short changes will be allowed for all employees of CUPE 2764 but will not result in premium pay.

ARTICLE 14 - PAID HOLIDAYS

14:01 - Holidays to be Observed - Full-Time

a) The following shall be observed by the Employer as paid holidays for full-time employees:

New Year's Day	Civic Day
Family Day	Labour Day
Good Friday	National Day for Truth and Reconciliation
Easter Monday	Thanksgiving Day
Victoria Day	Remembrance Day (Effective Jan. 1, 2023)
Canada Day	Christmas Day
	Boxing Day
	Floating Holiday

Plus any other day proclaimed hereafter by the Federal or Provincial government shall be recognized as an additional holiday.

An employee may take the floating holiday at any time, subject to the approval of the Employer.

b) Pay for regularly scheduled Work on a Paid Holiday

An employee who is not scheduled to work the above paid holidays shall receive holiday pay equal to one day's pay. An employee who is scheduled to work shall be paid at a rate of time and one-half (1 ½) their regular wages for the day and the Employer shall give the employee a holiday at a mutually agreeable time or if by December 1, the employee has not requested all their Statutory Holidays, any banked time in excess of seven and one-half hours (7.5 hours) will be paid out.

Special requests to retain any banked time beyond December 1 will be reviewed by the Department Head on an individual basis. Such requests will not be unreasonably withheld.

c) If a paid holiday is observed on a full-time employee's schedule day off and the employee does not work on that day, the employee shall be allowed another day off with pay at a mutually agreed time.

- d) An employee off on W.S.I.B. benefits will have their statutory holiday(s) scheduled on the actual holiday.
- e) All employees may save their statutory holidays to be taken at a later date, in accordance with 14.01 b) above.

14:02 - Pay for Regularly Scheduled Work on a Paid Holiday

- a) The following shall be observed as paid holidays for part-time and relief part-time employees:

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

- b) A part-time employee who is scheduled to work on any of the holidays named above shall be paid at the rate of time and one-half (1 ½) times regular rate for each hour worked on the above holiday.
- c) A part-time or relief part-time employee who is entitled to the holidays named above shall receive pay in accordance with the *Employment Standards Act, 2000*.

14:03 - Stat Qualifier

In order to qualify for any of the holidays mentioned above, an employee must have worked on their last scheduled work day immediately preceding or work the scheduled work day immediately following the holiday, unless the absence is due to an authorized leave of absence, or sick leave.

14:04 - Christmas Schedule

Employees covered by this Agreement shall have either Christmas or New Year's Day off. Employees who are required to work either Christmas or New Years, shall have four (4) consecutive days off, which shall include December 24, 25, and 26 or December 31 and January 1. Wherever possible, this provision will apply to regular part-time employees.

If a fulltime employee works Christmas or New Years' one year, they shall work the opposite the next year, where possible. Notwithstanding, every effort will be made to accommodate written requests based on seniority and availability. Where possible, this provision will apply to regular part-time employees.

ARTICLE 15 - VACATION

15:01 – Annual Vacation

Annual vacations, with pay, are granted in recognition of continuous service, so that employees may be free from regular duties of employment to enjoy a period of rest and relaxation. Vacation entitlement is based on calendar years of service for all staff.

15:02 - Vacation Entitlement

- a) Full-time employees are entitled to accrued vacation allowance for each year of service as follows:
 - The first 3 years of service, two (2) weeks off or seventy-five (75) hours at regular straight time pay.
 - On completion of three (3) years, three (3) weeks off or one hundred and twelve and one-half (112 ½) hours at regular straight time pay.
 - On completion of nine (9) years, four (4) weeks off or one hundred and fifty (150) hours at regular straight time pay.

- On completion of fifteen (15) years, five (5) weeks off or one hundred and eighty-seven and one-half (187 ½) hours at regular straight time pay.
 - On completion of twenty (20) years, six (6) weeks off or two hundred twenty-five (225) hours at regular straight time pay.
- b) Full time employees to be eligible to receive consecutive vacation time off, must file an application with the Department Head or their designate before March 31st. The Employer, while reserving the final right of an approval of an employee's request for consecutive vacation time, must advise the employee prior to the May 1st posting. Subsequent requests for consecutive vacation time will be responded to by the Employer within fourteen (14) calendar days of receipt of the request.
- c) Part-time and relief part-time employees are entitled to 4% for the first three (3) years of service, 6% on completion of three (3) years, 8% on completion of nine (9), 10% on completion of fifteen (15) years, 12% on completion of twenty (20) years and over. Part-time employees, to be eligible to receive consecutive vacation time off, must file an application with the Department Head or their designate before March 31st. The Employer, while reserving the final right of approval of an employee's request for consecutive vacation time must advise the employee prior to the May 1st posting. Subsequent requests for consecutive vacation time will be responded to by the Employer within fourteen (14) calendar days of receipt of the request.
- d) Vacation preference shall be granted subject to the operational requirements of the Home and subject to the employee's seniority. Vacation days off must be scheduled within the calendar year by December 1st. Employees who are receiving W.S.I.B. benefits as of November 1st and have not used their full vacation entitlement shall have their vacation scheduled. In order to accommodate Article 14:04, no vacation will be granted between December 20th and January 5th. Special requests will be reviewed by the C.E.O. or their designate, on an individual basis. Such requests will not be unreasonably withheld.
- e) Part-time employees shall receive their vacation pay the 1st pay in June and the 1st pay in December. On three (3) weeks' notice, vacation pay may be paid at another time as requested by the employee.

15:03 - Compensation for Holiday Falling within Vacation Schedule

If a paid holiday is observed during an employee's annual vacation period, they shall be allowed an extra day of paid vacation.

15:04 - Calculation of Vacation Pay

Employees shall receive their vacation pay prior to the beginning of their vacation period, provided that employees notify the pay office three (3) weeks before the start of their vacation period.

15:05 - Vacation Pay on Termination

An employee whose employment is terminated at a time when they have earned vacation to their credit shall be paid the unused portion of their vacation credits.

15:06 - Preference in Vacations

Preference for vacation periods shall be given to employees in accordance with the employee's seniority.

15:07 - Vacation Schedule

Vacation schedules shall be posted by May 1st of each year and shall not be changed unless by agreement between the Employer and the affected employee.

15:08 - Commencement of Vacation

Vacation shall commence on the day following an employee's regularly scheduled day off.

15:09 - Unbroken Vacation Period

- a) An employee shall be entitled to receive their annual vacation in an unbroken period unless otherwise agreed between the Employer and the employee. During the period from June 15 to September 15 vacation will be restricted to four weeks unless otherwise agreed to between the Employer and the employee.
- b) The Employer will establish a minimum formula that endeavours to allow one (1) employee off on vacation for every three (3) fulltime employees in the classification based on seniority.
- c) This Article applies only to vacation requested prior to the deadline in Article 15:02.
- d) In order to ensure that as many employees as possible be afforded an unbroken vacation period first preference will be given to vacation requests of full week blocks.
- e) The vacation week will commence on Monday and end Sunday to allow staff to enjoy complete weekends free from work.
- f) If departmental staffing levels allow, individual days may be granted, by the department head, providing doing so would not preclude any staff member in the department from taking a full week block.

15:10 - Interruption of Vacation

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

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

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

ARTICLE 16 - SICK LEAVE

16 :01 - Sick Leave Defined

Sick leave means the period of time a full-time employee is absent from work with full pay by virtue of being sick or disabled, exposed to a contagious disease, or because of an accident for which compensation is not payable under the Workplace Safety and Insurance Act.

16:02 - Annual Paid Sick Leave

Each regular full-time employee shall accumulate sick leave at the rate of one and one-half (1 1/2) days per calendar month for each month worked, to be available for use in case of absence because of personal illness. Paid vacation leave and paid sick leave shall be considered as time worked.

16:03 - Deduction from Sick Leave

Employees who are absent because of illness shall have the number of days absent deducted from their accumulated sick leave credit.

16:04 - Proof of Illness

Sick leave with pay is only payable because of sickness and employees who are absent from duty because of sickness may be required to prove sickness. If payment for certificate is required, it will be at the Employer's expense. Failure to meet this requirement may be cause of disciplinary action. The employee

will notify the Employer as promptly as possible of sickness and employees will notify the Employer prior to their return.

16:05 - Sick Leave During Leave of Absence

When an employee is given a leave of absence without pay for any reason, or is laid off on account of lack of work, they shall not continue to accumulate sick leave and shall not be entitled to receive pay for sickness for the period of such absence, but shall retain their accumulated credit, if any, existing at the time of such leave or lay-off.

16:06 - Sick Leave Records

Sick leave credits will be outlined on each pay stub.

16:07 - Extension of Sick Leave

An employee, who has exhausted their sick leave credits and requires an extension of their sick leave without pay, may present an application of extension for sick leave to the Chief Executive Officer. Such leave shall be considered as an unpaid leave of absence, during which time the employee is not entitled to accumulated benefits (Article 21), sick leave credits, paid holidays or annual vacation subject to the same conditions described in Article 3:01, sub-articles a) to h). The employee may opt to pay the full cost of their benefits under Article 21.

16:08 - Payment for Unused Sick Leave On Severance of Employment (this article only applies to full time employees employed before July 19th, 2001.

a) Each full time employee will have to choose one of the following options:

Option 1: the total amount in their sick bank to the maximum of 160 days converted to the dollar amount at current salary and held for future use as sick leave or until termination for pay out at 50% as per 16:08 b) & c) below. The Employee may also request the 50% payout at a future date. Any amount over the 160 days to be accrued in a separate bank for use during sick leave.

Option 2: The amount owing for payout: 50% of the banked sick leave to the maximum of 80 days, will be converted to the dollar amount at current salary, to be paid to the employee over the next five years in five equal payments. Any amount over the 160 days will be accrued in a separate bank for use during sick leave.

Option 3: The amount owing for payout; 50% of the banked sick leave to the maximum of 80 days, will be converted to the dollar amount at current salary, to be paid to the employee in one payment. Any amount over the 160 days to be accrued in a separate bank for use during sick leave.

b) Where a full-time employee, having chosen option 1 or 2: and having more than two and one-half (2 1/2) consecutive years of service as of July 19, 2001 ceases to be employed by the Employer for reasons of resignation, retirement and/or termination, there shall be paid to them, or in the case of their death, to their designated beneficiary or Estate, an amount equal to half their accumulated sick leave credits computed at July 19, 2001, said payment not to exceed eighty (80) days salary.

c) At a full-time employee's written request, the payment of this allowance on resignation, retirement and/or termination of employment, as provided herein shall be:

(i) A lump sum payment at the time of resignation, retirement, and/or termination, or

(ii) Held over either partially or entirely to the next taxation year following the resignation, retirement and/or termination of employment.

16:09 - Workplace Safety and Insurance Act

If an employee is injured on the job and their supervisor excuses them from further duty for the balance of the shift, the employee's regular rate of pay shall continue for the balance of that shift and there shall be no deductions from sick leave or other credits.

16:10 - Workplace Safety and Insurance Board Pay Supplement

An employee receiving Workplace Safety and Insurance Board benefits may draw upon accumulated sick leave credits up to the difference between W.S.I.B. compensation and the employee's regular wages for a period of 24 months. For such absence, the Employer will continue to pay the Employer contributions to the benefit Plans provided in this agreement as set forth in the *Workplace Safety and Insurance Act*.

Employees will have access to Employer paid sick leave benefits until such time as the employee's claim for benefits, including appeal, is determine the WSIB.

ARTICLE 17 - LEAVE OF ABSENCE

17:01 - Leave of Absence for Union Functions

- a) Leave of absence will be granted, upon request, to employees elected to represent the Local at Union functions. Such leaves shall not exceed a total of twenty (20) days per year for any individual employee. It is agreed that no more than two (2) employees from the Nursing Department and one (1) employee from any other department be granted leave under this article; it is further agreed that no more than three (3) employees may be absent at any one time. Where possible, applications for such leave must be received by the Employer not less than one (1) week in advance of the date of commencement of the leave.
- b) An employee shall receive the pay and benefits provided for in this agreement and accumulate seniority while on unpaid leave of absence for Union functions. However the Union shall reimburse the Employer for all pay and benefits during the period of absence. In calculating payment for part-time employees, payment shall include the percentage in lieu of benefits.
- c) If an employee requesting leave of absence without pay to represent the Local at a Union function is scheduled to work the 12:00 midnight to 8:00 A.M. shift the previous and following shift will be granted off without pay and compensated for as in 17:01 b) above, provided:
 - (i) two (2) weeks notice has been given; and
 - (ii) the duration of the meeting extends beyond 7:00 P.M.

17:02 - Leave of Absence for Full-Time Union Duties

An employee who is selected for a full-time position with the Union shall be granted leave of absence without pay or welfare benefits but without loss of seniority for a period of up to one (1) year.

17:03 - Bereavement Leave

- a) Any employee who notifies Marianhill as soon as possible following a death shall be entitled to a bereavement leave of absence without loss of pay or benefits for up to five (5) consecutive calendar days to be taken in case of death (before, during or after) the funeral, internment or similar service of a:
 - Spouse as defined in the *Employment Standards Act*
 - child, stepchild
 - Parent

and three (3) consecutive calendar days to be taken in conjunction with (before, during or after) the funeral, internment or similar service of a:

- Sibling
- mother-in-law
- father-in-law
- grandparent
- grandchild.

If the death of any person above necessitates travel in excess of three hundred (300) kilometres (one-way), one (1) additional consecutive calendar day may be granted without loss of the employee's regular pay or benefits. The employee shall receive pay only for the days that were granted when they were scheduled to work following the death of a relative, but does not work due to the bereavement leave. The employee is obliged to inform the Employer of the spouse of record for purposes of this article.

- b) In the case of the death of an employee's brother-in-law, sister-in-law, son-in-law or daughter-in-law, one (1) day shall be granted on the day of the funeral.
- c) Where an employee's scheduled vacation is interrupted due to bereavement, the employee will be entitled to bereavement leave in accordance with the above provisions. The portion of the employee's vacation which is deemed to be bereavement leave under the above provisions will not be charged to the employee's vacation credits.
- d) One (1) bereavement day can be held in order that the employee can attend an event to commemorate the death scheduled at a later date.

17:04 - Parental/Pregnancy Leave

Parental and pregnancy leave will be granted in accordance with the provisions of the Employment Standards Act, except where amended in this provision.

For the purposes of this Article, parent shall be defined to include a person with whom a child is placed for adoption and a person who is in a relationship of some permanence with a parent of a child who intends to treat the child as their own.

An employee who is pregnant and who has been employed for at least thirteen (13) weeks, immediately preceding the expected date of birth shall be entitled, upon their written application, to a pregnancy leave of absence without pay for a maximum of seventeen (17) weeks from employment. This leave can be immediately followed by sixty-one (61) weeks of parental leave of absence without pay. Unless the child has not yet come into the care and control for the first time.

An employee who has completed at least thirteen (13) weeks of continuous service and has not taken pregnancy leave above and who is the parent of a child is entitled to a parental leave of absence without pay for a maximum of sixty-three (63) weeks following:

- (a) the birth of a child; or
- (b) the coming of the child into the custody, care and control of a parent for the first time.

The parental leave may begin no later than seventy-eight (78) weeks after the day the child is born or comes into the employee's custody, care and control for the first time.

The employee shall give written notification two (2) weeks prior to the commencement of the leave together with the expected date of return.

Credit for service for purposes of salary increment, vacation or sick leave shall continue to accrue during the period of pregnancy/parental leave. In addition, credit for seniority (maximum of seventy-eight (78) weeks) for the purposes of promotion, demotion, transfer or layoff shall continue to accrue for the duration of the leave. The Employer will continue to pay its share of the premiums of the subsidized employee benefits in which the employee is participating for the duration of the leave.

For part-time employees, credit for seniority for purposes of promotion, demotion, transfer or layoff shall continue to accrue for the duration of the leave on the basis of what the employee's normal regular hours of work would have been.

The employee's intention to return to work on the date originally provided to the Employer shall be reconfirmed by written notification at least two (2) weeks in advance thereof.

Subject to any changes to the employee's status, which would have occurred had the employee not been on pregnancy/parental leave, the employee shall be reinstated to their former position and at the same rate of pay.

17:05 - Jury or Court Witness Duty

The Employer shall grant leave of absence without loss of seniority benefits to an employee for:

- a) One (1) day on the day he is summoned for jury selection and;
- b) if the employee is selected to serve as a juror, for all days they serve as a juror in any court.

The Employer shall pay such an employee the difference between their normal earnings and the payment they receive for jury service, excluding payment for travelling, meals or other expenses. The employee will present proof of service and the amount of pay received. Time spent by an employee required to serve as a court witness in any legal procedures in which the Employer is a party to such proceedings shall be considered as time worked with entitlement to the regular rate of pay. The above conditions will apply to part-time employees in the event that they are scheduled to work on the respective days.

17:06 - Authorized Leave of Absence

Written requests for any leave of absence, without pay will be considered on an individual basis by the Employer. All requests for such leave are to be made as far in advance as possible.

- a) Unpaid Short Term Leave

Short term leave will be defined as less than thirty (30) calendar days, which can be approved by the Department Head. During this time, all benefits (Article 21) will be maintained by the Employer.

- b) Unpaid Long Term Leave

In this instance, Department Heads do not have the authority to grant leave of absence. All such requests are to be made to the Chief Executive Officer or their designate as far in advance as possible and they will determine whether such leave will be granted. Employees are not entitled to any credit for sick leave, paid holidays, annual vacation, seniority or credits for service for the purpose of entitlement to advancement on the salary grid, when on authorized long term leave. During the long term unpaid leave; the Employer will continue to pay its share of the premiums of the subsidized benefits (Article 21) in which the employee is participating for seventeen (17) weeks. After this period the employee may carry the benefits in Article 21 by paying the full cost of such benefits, except for employees on a leave of absence provided under articles 17:04, 17:05 and 16:10.

The employee shall make every reasonable effort to give the Employer at least two week's notice of their intention to return to work from a leave of absence or long-term sick leave.

On return from surgery, or long term leave of absence due to illness or injury, the Employer may at its discretion or on the request of the employee and in consultation with the Department Manager and the employee develop a work hardening schedule for the employee. This schedule is not expected to exceed two calendar weeks unless mutually extended in writing between the Union and the Employer. Such work hardening schedule shall not be in violation of the Collective Agreement. The Union shall receive a copy of each work hardening schedule.

- c) The parties agree to support the return to work program as identified in 17:06 b).

d) Leaves of absence will not be approved for purposes of securing alternate employment.

17.07 – Self-isolation Leave

If an employee is required to self-isolate on direction of the Employer, Public Health and/or treating physician the employee shall be entitled to use their accumulated sick leave credits to cover this absence. Should the employee not have any sick leave credits, the employee may use other accumulated banked hours, failing which, the leave will be unpaid.

ARTICLE 18 - RETIREMENT

18:01 - Notice of Retirement

Employees who plan to retire must give notice, in writing, not less than sixty (60) days prior to their intended date of retirement.

18:02 - Benefits for Retirees

The Employer agrees to pay 50 % of the Dental (21:01) and Extended Health Care Plan (21:02) for Retirees between the ages of 55 and 65.

ARTICLE 19 - WAGES AND ALLOWANCE

19:01 - Pay Days

The Employer shall pay salaries and wages every second Thursday in accordance with Schedule "A" attached hereto and forming part of this Agreement. On each pay day each employee shall be provided with an electronic itemized statement of their wages, overtime and other supplementary pay and deductions. The employee's hourly rate is to be placed on the cheque stub.

19:02 - Wage Schedules

a) Wages

CUPE 2764 Rates at September 1, 2022

GROUP I	Expiry	Embedded	Step 1	Step 2	Step 3
Recreation Programmer	22.77		23.57	23.90	24.25
Recreation Therapist	24.89		25.76	26.13	26.52
Day Program Aide	22.08	3.00	25.96	26.29	26.70
Community Residential Program Aide	22.08	3.00	25.96	26.29	26.70
GROUP II					
Dietary Aide	22.08	0.40	23.27	23.60	24.01
Laundry Aide	20.11		20.81	21.16	22.30
Housekeeper	20.30		21.01	21.35	21.70
Cook	24.19		25.04	25.39	25.79
Stores Clerk	23.11		23.92	24.25	24.67
GROUP III					

RPN	29.37	1.00	31.43	31.64	31.92
MDS RAI Coordinator	29.37	1.00	31.43	31.64	31.92
O.T./Rehab Assistant	23.39		24.21	24.44	24.76
H.C.A./Personal Support Worker	23.08	3.00	26.99	27.34	27.74
Resident Attendant McCluskey	23.08	3.00	26.99	27.34	27.74
Enhanced Resident Attendant McCluskey	23.42	3.00	27.34	27.74	28.07
Respite Worker	22.54	3.00	26.43	26.73	27.01
Community Homemaker	20.30		21.01	21.35	21.70
Medical Records/Switchboard	24.13		24.97	25.32	25.57
Unit Clerk	20.13		20.83	22.01	23.16
GROUP IV					
Janitor	20.99		21.72	21.96	22.36
Assistant Supervisor Building Services	28.79		29.80	30.04	30.30
Maintenance Person	23.82		24.65	24.95	25.31
Assistant Maintenance Person	23.08		23.89	24.21	24.55
GROUP V					
Office Clerk	21.60		22.36	23.59	24.78
Scheduling Clerk	23.08		23.89	24.21	24.55

N.B. Part-Time - An additional fourteen percent (14%) in lieu of benefits. Part-Time staff has the option of participating in the Marianhill Pension Plan. If this option is exercised, the percent in lieu of benefits will be reduced accordingly by the amount of the contribution of the Pension Plan.

CUPE 2764 Rates at September 1, 2023

GROUP I	Expiry	Step 1	Step 2	Step 3
Recreation Programmer	23.57	24.39	24.74	25.10
Recreation Therapist	25.76	26.66	27.04	27.45
Day Program Aide	25.96	26.87	27.21	27.63
Community Residential Program Aide	25.96	26.87	27.21	27.63
GROUP II				
Dietary Aide	23.27	24.08	24.43	24.85
Laundry Aide	20.81	21.54	21.90	22.30
Housekeeper	21.01	21.75	22.10	22.46
Cook	25.04	25.92	26.28	26.69
Stores Clerk	23.92	24.76	25.10	25.53
GROUP III				
RPN	31.43	32.53	32.75	33.04
MDS RAI Coordinator	31.43	32.53	32.75	33.04

O.T./Rehab Assistant	24.21	25.06	25.30	25.63
H.C.A./Personal Support Worker	26.99	27.93	28.30	28.71
Resident Attendant McCluskey	26.99	27.93	28.30	28.71
Enhanced Resident Attendant McCluskey	27.34	28.30	28.71	29.05
Respite Worker	26.43	27.36	27.67	27.96
Community Homemaker	21.01	21.75	22.10	22.46
Medical Records/Switchboard	24.97	25.84	26.21	26.46
Unit Clerk	20.83	21.56	22.78	23.97
GROUP IV				
Janitor	21.72	22.48	22.73	23.14
Assistant Supervisor Building Services	29.80	30.84	31.09	31.36
Maintenance Person	24.65	25.51	25.82	26.20
Assistant Maintenance Person	23.89	24.73	25.06	25.41
GROUP V				
Office Clerk	22.36	23.14	24.42	25.65
Scheduling Clerk	23.89	24.73	25.06	25.41

N.B. Part-Time - An additional fourteen percent (14%) in lieu of benefits. Part-Time staff has the option of participating in Marianhill Pension Plan. If this option is exercised, the percent in lieu of benefits will be reduced accordingly by the amount of the contribution of the Pension Plan.

CUPE 2764 Rates as September 1, 2024

GROUP I	Expiry	Step 1	Step 2	Step 3
Recreation Programmer	24.39	25.24	25.61	25.98
Recreation Therapist	26.66	27.59	27.99	28.41
Day Program Aide	26.87	27.81	28.16	28.60
Community Residential Program Aide	26.87	27.81	28.16	28.60
GROUP II				
Dietary Aide	24.08	24.92	25.29	25.72
Laundry Aide	21.54	22.29	22.67	23.08
Housekeeper	21.75	22.51	22.87	23.25
Cook	25.92	26.83	27.20	27.62
Stores Clerk	24.76	25.63	25.98	26.42
GROUP III				
RPN	32.53	33.67	33.90	34.20
MDS RAI Coordinator	32.53	33.67	33.90	34.20
O.T./Rehab Assistant	25.06	25.94	26.19	26.53
H.C.A./Personal Support Worker	27.93	28.91	29.29	29.71

Resident Attendant McCluskey	27.93	28.91	29.29	29.71
Enhanced Resident Attendant McCluskey	28.30	29.29	29.71	30.07
Respite Worker	27.36	28.32	28.64	28.94
Community Homemaking	21.75	22.51	22.87	23.25
Medical Records/Switchboard	25.84	26.74	27.13	27.39
Unit Clerk	21.56	22.31	23.58	24.81
GROUP IV				
Janitor	22.48	23.27	23.53	23.95
Assistant Supervisor Building Services	30.84	31.92	32.18	32.46
Maintenance Person	25.51	26.40	26.72	27.12
Assistant Maintenance Person	24.73	25.60	25.94	26.30
GROUP V				
Office Clerk	23.14	23.95	25.27	26.55
Scheduling Clerk	24.73	25.60	25.94	26.30

N.B. Part-Time - An additional fourteen percent (14%) in lieu of benefits. Part-Time staff has the option of participating in Marianhill Pension Plan. If this option is exercised, the percent in lieu of benefits will be reduced accordingly by the amount of the contribution of the Pension Plan.

19:03 - Uniform Allowance

Employees required by the Employer to wear uniforms will receive uniform allowance for the cost of purchasing and laundering their own uniform in the following manner:

Full-time - One Hundred and fifty dollars (\$150.00) per year payable in January of each year.

Part-time/Relief - Eight cents (\$.08) per hour for each hour worked.

19:04 - Safety Boots

Employees required by the Employer or the Ontario Health and Safety Act to wear safety boots will receive \$175.00 every two years, payment effective from January 1, 2016.

19:05 – Retroactivity

Increases to the salary schedule shall be retroactive to September 1, 2022. Where employees either have left the employ of the Employer and/or have entered the employ of the Employer between September 1, 2022, to August 31, 2025, they shall be entitled to the pro-rated amount of such payments.

The Employer will endeavour to provide all retroactivity within ninety (90) days of the Interest Arbitration Award and/or receiving written notice of ratification. If the retro is not paid within one hundred and fifteen (115) days, then thereafter interest will be paid.

All retroactivity will be paid to employees on a separate cheque/deposit.

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

ARTICLE 20 - JOB DESCRIPTIONS AND RECLASSIFICATIONS

20:01 - Job Descriptions

- a) The Employer shall provide the Union with copies of all existing job descriptions of positions within the bargaining unit.
- b) In the event that a new or changed occupational classification is decided upon by the Employer, as necessary to its operation, the wage rate shall be first determined and acted upon by the Employer. Thereafter, the Employer shall immediately notify the Union by email of the action taken. If no formal protest is lodged in writing to the Employer by the Union within one (1) month of the date of such notice, the new or changed occupational classification shall be deemed to have become a modification of Schedule "A" of this agreement. In the event a formal protest is made by the Union, the parties shall arrange for a meeting for the purpose of endeavouring to resolve any differences. If such differences between the parties are not resolved by such means within thirty (30) days, then the dispute may be submitted to arbitration in the same manner as a grievance. Such grievance shall be originated at Step 2 of the Grievance Procedure.

ARTICLE 21 – BENEFITS

21:01 - Dental Plan

The Employer agrees to pay 75% of the premium of the Dental Plan providing equivalent benefits established May 1, 2024, for full-time employees. The annual maximum benefit is \$2,000.00. The Employer shall notify the Union thirty (30) days prior to change in carrier.

21:02 - Extended Health Care

The Employer agrees to pay 100% of the Premium of the Green Shield Extended Health Care Plan or equivalent to full time employees. The Employer will provide full time employees with a drug card. Extended health care coverage with respect to massage, chiropractic and orthotics is \$350.00 per year.

21:03 - Vision

The Employer will implement a Vision Care Plan for full time employees and their eligible family members. Effective date of ratification, the Employer agrees to reimburse the Employee up to three hundred dollars (\$300.00) every 24 months for prescription contacts, glasses and eye exams. Eligibility of family members will be based on carrier criteria in Article 21.02. Sunglasses with prescribed corrective lenses can be included in this coverage.

21:04 - Life Insurance

The Employer agrees to pay 100% premium for a group life insurance policy of two times (2x) annual salary for full time employees.

21:05 – Nursing Homes and Related Industries Pension Plan

Effective the first pay period immediately following December 31, 2023 the following Article shall apply.

1. In this Article, the terms used shall have the meanings as described:
 - .01 "Plan" is defined as the Nursing Homes and Related Industries Pension Plan, being a multi-employer plan.

"Applicable Wages" is defined as all remuneration payable to an Eligible Employee, except severance or termination pay paid as a lump sum, employment insurance top ups and maternity or parental leaves top ups, regardless of whether the Eligible Employee performed work during the period in question.

"Eligible Employee" is defined as all Employees in the bargaining unit who are not prohibited from contributing to the Plan by legislation or the Plan rules because of their age or because they are in receipt of a pension from the Plan.

- .02 Each Eligible Employee covered by this collective agreement shall contribute from each pay period an amount equal to five percent (5%) of Applicable Wages to the Plan. The employer shall contribute on behalf of each Eligible Employee for each pay period, an amount equal to five percent (5%) of Applicable Wages to Plan.

Notwithstanding the foregoing, where an error has been made in deduction, the Employer shall, upon request, make full payment on any outstanding Employer contributions 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.

The Employer shall contribute on behalf of all employees who would be Eligible Employees but for their age or their receipt of a pension from the Plan five percent (5%) of Applicable Wages to a fund of the employee's choice.

- .03 The Employee and Employer contributions shall be remitted to the Plan within thirty (30) days after the end of the calendar month in which the pay periods 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 of 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 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 may reasonably require in order to properly record and process pension contributions and pension benefits.

The following information shall be provided to the Administrator of the Plan in electronic format.

For further specificity, the items required for each Eligible Employee by .05 above of the agreement are:

- (i) To be Provided Once Only at Plan Commencement
(a) Date of Hire
(b) Date of Birth
(c) Date of First Contribution
(d) Seniority List include hours from date of hire to Employer's fund entry date (for purposes of calculating past service credit)

- (ii) To be Provided with Each Remittance
 - (a) Name
 - (b) Social Insurance Number
 - (c) Monthly Remittance
 - (d) Pensionable Earnings
 - (e) Year to Date Contributions
 - (f) Employer portion of arrears owing due to error, or late enrolment by the Employer

- (iii) To be Provided Once and if Status Changes
 - (a) Full Address as provided to the Employer
 - (b) Termination date where applicable (MM/DD/YY)
 - (c) Gender
 - (d) Marital Status

- (iv) To be Provided Annually but no later than December 1st
 - (a) Current complete address listing
 - (b) Details of all absences of members from the workplace due to an injury for which the member received Workplace Safety and Insurance Board benefits

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

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

ARTICLE 22 – COMMITTEES

22:01 - Health and Safety

The Employer and the Union agree to a Joint Health and Safety Committee in accordance with the Occupational Health and Safety Act of Ontario. The Employer acknowledges the right of the Union to appoint or elect two (2) members from CUPE Local 2764, on the Joint Health and Safety Committee. Time spent by the J.H.S.C. representatives in the performance of their duties shall be without loss of remuneration, seniority and benefits.

22:02 - Workplace Safety and Insurance

The Employer agrees to recognize a Union member to assist employees with Workplace Safety and Insurance Board claims. Time spent in meetings will be deemed as time worked and compensated accordingly.

22:03 - Employee and Family Assistance Program (E.F.A.P.)

The Employer will provide an E.F.A.P. program to/for employees at no cost to the employee(s). An independent in house committee will be established with two representatives of the Employer and two for the employee group.

ARTICLE 23 - EMPLOYMENT STANDARDS ACT

23:01 - Employment Standards Act

Where the Collective Agreement is inferior to the *Employment Standards Act* the *Employment Standards Act* prevails.

ARTICLE 24 - TERM OF AGREEMENT

24:01 - Duration

This agreement shall be binding and remain in effect from September 1, 2022 to August 31, 2025, and shall continue from year to year thereafter unless either party gives the other party notice in writing within one hundred and twenty (120) days prior to August 31, 2025, that it desires termination or amendments.

Signed in Pembroke, Ontario this 4 day of September, 2024.

FOR THE EMPLOYER

Linda M. Tracey

Diane Tennant

FOR THE UNION

[Signature]

Cheryl Kaminske

[Signature]

[Signature]

LETTER OF UNDERSTANDING

Between

MARIANHILL INC.

and

**THE CANADIAN UNION OF PUBLIC EMPLOYEES
and its LOCAL 2764**

Re: Trial Call-in System and Response Times

WHEREAS the Parties agree to trial an established Call System with set Response Times for (13.05) *Scheduling of Vacant Shifts*.

Now therefore the parties agree to the following;

1. Shifts that become available after the posting of the current schedule shall be included in this trial;
2. Available shifts will be sent out by platform established by the Employer;
 - i) Where the shift begins in less than four (4) hours, it will be awarded on a first come and first serve basis.
 - ii) Where the shift begins in more than four (4) hours but less than twenty-four (24) hours, it will be awarded to the employee who responds with the most seniority within (2) two hours.
 - iii) Where the shift begins in more than twenty-four (24) but less than forty-eight (48) hours, it will be awarded to the employee who responds within eight (8) hours with the most seniority on a rotation basis.
 - iv) Where the shift is in more than forty-eight (48) hours, it will be awarded to the employee who responds within twenty-four (24) hours in order of seniority on a rotation basis.
3. Furthermore, the Parties agree to meet within three months of signing to review any concerns and/or success with the trial.
4. Either party can terminate this LOU after a six (6) months trial with thirty (30) days written notice.

Signed in Pembroke, Ontario this 4 day of September, 2024.

FOR THE EMPLOYER

Linda M. Tracey

Diane Tennant

FOR THE UNION

[Signature]

Cheryl Kaminske

[Signature]

LETTER OF UNDERSTANDING

Between

MARIANHILL INC.

and

**THE CANADIAN UNION OF PUBLIC EMPLOYEES
and its LOCAL 2764**

Re: Extended Hours of Work

WHEREAS the parties recognize that the inclusion of twelve (12) hour shifts on some units would assist in coverage;

Now therefore the parties agree to the following:

1. The Employer can create Extended Hours of Work rotations for employees in agreement. No employee shall be forced to work an Extended Hour Shift.
2. *The* Extended Hours of Work shall be twelve (12) hour shifts.
3. The twelve (12) hour shifts shall be paid eleven point- five (11.25) consecutive hours in any 24-hour period. Which shall include forty-five (45) minutes of unpaid mealtime. Employees shall be entitled to a paid rest period of fifteen (15) minute in both the first and second half of a scheduled twelve (12) hour shift.
4. Employees working a twelve (12) hour shift will not be scheduled to work more than three (3) consecutive shifts.
5. The daily threshold for overtime is authorized work approved by the Employer and performed by the employee beyond their scheduled twelve (12) hour shift in a twenty-four (24) hour period. Similarly, the bi-weekly threshold for overtime for staff working a twelve (12) hour Master Rotation Schedule will be eighty-four (84) scheduled hours (equivalent to 78.75paid hours.)
6. It is understood that there is no increase to sick leave hours. Full time staff will continue to accumulate sick leave at the rate of one and one-half (1 ½) days percalendar month which is equal to 11.25 hours per month.
7. The parties agree that all other premiums, wage adjustments, call ins, call backs,etc. that form part of the collective agreement will continue in accordance current language.
8. This Letter of Understanding shall be in effect for the date of ratification, for one year.
9. Either party can terminate this agreement in advance of set end date with two (2) weeks' notice.

Signed in Pembroke, Ontario this 4 day of September, 2024.

FOR THE EMPLOYER

Linda M. Tracey
Diane Tennant

FOR THE UNION

[Signature]
Cheryl Kaminski
[Signature]
[Signature]

LETTER OF UNDERSTANDING

Between

MARIANHILL INC.

and

**THE CANADIAN UNION OF PUBLIC EMPLOYEES
and its LOCAL 2764**

RE: Joint Job Evaluation for Pay Equity Purposes

The Employer and the Union agree to jointly maintain pay equity in accordance with the deemed approved Pay Equity Plan and Ontario's Pay Equity Act using an agreed-upon gender-neutral job evaluation plan. The parties further agree to:

1. Establish a Joint Pay Equity Committee (JPEC), comprised of equal members of Union and Employer representatives, for the purpose of evaluating newly created positions and positions which have significant change to the skill, effort responsibility and or work conditions of a job class which are sufficient to alter its value.
2. The JPEC with meet within one hundred and eighty (180) days of signing this agreement to establish the Joint Pay Equity Committee and jointly develop a Terms of Reference document that outlines the procedures for the gender-neutral job evaluation program, used for pay equity purposes only, and the roles and responsibilities involved in its implementation.

Signed in Pembroke, Ontario this 4 day of September, 2024.

FOR THE EMPLOYER

Linda M. Tracey

Diane Tennant

FOR THE UNION

[Signature]

Cheryl Kaminski

[Signature]
