

COLLECTIVE AGREEMENT

BETWEEN:

FOYER DES PIONNIERS
(hereinafter called the "Employer")

- and -

**CANADIAN UNION OF PUBLIC EMPLOYEES
AND ITS LOCAL UNION NO. 1771**
(hereinafter called the "Union")

Effective January 1st, 2018 until December 31st, 2020

INDEX

| | |
|---|-----------|
| PREAMBLE | 3 |
| ARTICLE 1 – MANAGEMENT RIGHTS | 4 |
| ARTICLE 2 – RECOGNITION..... | 5 |
| ARTICLE 3 – UNION SECURITY AND CHECK-OFF..... | 6 |
| ARTICLE 4 – CORRESPONDENCE | 8 |
| ARTICLE 5 – LABOUR MANAGEMENT RELATIONS | 9 |
| ARTICLE 6 – GRIEVANCE PROCEDURE..... | 13 |
| ARTICLE 7 – ARBITRATION | 15 |
| ARTICLE 8 – DISCHARGE, SUSPENSION AND DISCIPLINE | 16 |
| ARTICLE 9 – SENIORITY..... | 17 |
| ARTICLE 10 – PROMOTIONS AND STAFF CHANGES | 19 |
| ARTICLE 11 – LAY-OFFS AND RECALLS | 21 |
| ARTICLE 12 – HOURS OF WORK..... | 23 |
| ARTICLE 13 – OVERTIME | 25 |
| ARTICLE 14 – HOLIDAYS | 27 |
| ARTICLE 15 – VACATIONS..... | 29 |
| ARTICLE 16 – SICK LEAVE PROVISIONS | 31 |
| ARTICLE 17 – LEAVE OF ABSENCE..... | 32 |
| ARTICLE 18 – PAYMENT OF WAGES AND ALLOWANCES..... | 39 |
| ARTICLE 19 – EMPLOYEE BENEFITS | 41 |
| ARTICLE 20 – GENERALCONDITIONS..... | 46 |
| ARTICLE 21 – REGULAR PART-TIME EMPLOYEES CLAUSES..... | 48 |
| ARTICLE 22 – TERM OF AGREEMENT | 52 |
| AWAGE GRID..... | 53 |
| SIGNATURES..... | 54 |

PREAMBLE

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

1. To maintain and improve the harmonious relations and settled conditions of employment between the Employer and the Union.
2. To recognize the mutual value of joint discussions and negotiations in all matters pertaining to working conditions, employment, services, etc.
3. To encourage efficiency in operation.
4. To promote the morale, well-being and security of all the employees in the bargaining unit of the Union.
5. Whenever the singular of masculine is used in this Agreement, it shall be considered as if the Plural or feminine has been used where the context of the party or parties hereto so requires.

AND WHEREAS it is now desirable that methods of bargaining and all matters pertaining to the working conditions of the employees be drawn up in an Agreement;

NOW THEREFORE, THE PARTIES AGREE AS FOLLOWS:

ARTICLE 1 – MANAGEMENT RIGHTS

1.01 Except where specifically restricted by the term of this Agreement, it is the exclusive right and function of the Employer to manage and direct its operations and affairs in all respects and without limiting or restricting this right and function:

- a) To maintain order, discipline and efficiency and to make, alter and enforce reasonable rules and regulations to be observed by the employees;
- b) To hire, lay-off, direct, promote, demote, transfer, discipline, suspend or otherwise discharge employees, provided that a claim by an employee that he has been discharged without just cause, may be subject of a grievance and dealt with as hereinafter provided;
- c) Generally to manage the Home, and without restricting the generality of the foregoing to determine the services to be rendered; the kinds and location of machines, tools, instruments and equipment; the extension, limitation, curtailment or cessation of operations; to select, control and direct the use of all materials required in the operation of the Home; to schedule the work and services to be provided and performed; to make, write and enforce reasonable regulations governing the use of materials, equipment and services; and all matters not specifically dealt with elsewhere in this Agreement;
- d) The question of whether one of the above rights is modified or limited by this Agreement may be decided through the grievance and arbitration procedure.

1.02 No Discrimination

The Employer agrees not to interfere with the rights of its employees, and there shall be no discrimination, interference, intimidation, restraint, or coercion by the Employer on the basis of race, creed, age, sex, color, marital status, Union membership or political affiliation or in accordance with the Human Rights Code.

1.03 Union Responsibility

The Union or Representatives of the Union agree not to interfere with the rights of the employees of the Employer, and there shall be no discrimination, interference, intimidation, restraint or coercion by the Union. The Union further agrees that membership solicitation and other Union activity not provided for in this Agreement will not take place during working hours or on the premises of the Employer.

ARTICLE 2 – RECOGNITION

2.01 Bargaining Unit

The Employer recognizes the Union as the bargaining agent for all employees at its Home at Hearst, ON save and except Head Nurses and supervisors, persons above the rank of supervisor, registered nurses, graduate nurses, undergraduate nurses, occupational therapist, physiotherapist, office and clerical staff.

2.02 No Other Agreements

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

2.03 Work of the Bargaining Unit

Persons whose jobs are not in the bargaining unit shall not work on any jobs which are included in the bargaining unit, except for the purposes of instruction, experimenting, or in emergencies, and provided that the performance of the aforementioned operations, in itself, does not reduce the hours of work or pay of any employee.

2.04 No Contracting Out

The Employer will not contract out any work of the bargaining unit to the extent that such contracting out results in the lay-off or reduces the regular hours of work of any regular employee in the bargaining unit.

ARTICLE 3 – UNION SECURITY AND CHECK-OFF

3.01 Union Security

All employees of the Employer, shall, as a condition of continuing employment, become and remain members in good standing of the Union, according to the Constitution and By-Laws of the Union. As a condition of employment, all new employees shall become and remain members in good standing of the Union within thirty (30) days of employment. The Employer shall deduct from every employee any dues, initiation fees, or assessments levied by the Union on its members.

3.02 Deductions

Deductions shall be made from the payroll biweekly and shall be forwarded to the Local Secretary-Treasurer of the Union by no later than the 15th day of the month following, accompanied by two (2) lists of the names and addresses of all employees from whose wages deductions have been made. This list will also include the names and addresses of the employees terminated during that month. It is agreed that there will be no monthly maximum or cap in the dues formula.

3.03 New Employees

- 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) The Employer agrees that a Local Union representative will be given the opportunity to interview each newly hired employee who is not a member of the Union, once during the employee's first week of employment, for the purpose of advising such employee of the existence of the Union and of his rights and obligations under the terms of this Agreement. Such interview may take place on the Employer's premises at a time and location designated by the Employer for such interview, and shall not exceed ten (10) minutes duration.

3.04 Union dues deducted from the pay of each employee will be shown on the employee's T4 slip.

3.05 The Union and its members shall hold the Employer harmless with respect to any liability which the Employer might incur as a result of deductions and remittances.

3.06 Payroll Errors

The Employer agrees that any payroll errors in excess of an employee's normal day's pay will be reimbursed within three (3) regular working office days of notification by the employee of the error. All other payroll errors will be adjusted by the following pay period, provided that adequate notice has been given to the Employer. In cases of hardship, at the sole discretion of the Administrator, a cash advance may be provided to the employee, which would be recoverable from the outstanding adjustment.

If the Employer makes a payroll error in an employee's favour such error will be adjusted in the following pay period. At the request of the employee, if the error is in excess of a normal day's pay, the Employer will be reimbursed over the following two or three pay periods or as agreed upon between the parties.

ARTICLE 4 – CORRESPONDENCE

- 4.01** All correspondence between the parties, arising out of this Agreement or incidental thereto, shall pass to and from the Administrator or his designate and the Secretary of the Union with a copy sent to the National Representative of the Union and the Director of Labour Relations of Foyer Hearst – Mattice Soins de Santé operating as Foyer des Pionniers or his designate. Correspondence may be conducted in either French or English.
- 4.02** For the purposes of this Agreement, the official contract language shall be the English language.

ARTICLE 5 – LABOUR MANAGEMENT RELATIONS

5.01 Representation

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

5.02 Bargaining Committee

A Bargaining Committee shall be appointed and consist of not more than three (3) members of the Employer, as appointees of the Employer, and not more than three (3) members of the Union as appointees of the Union. The Union will advise the Employer in writing of the Union nominees to the Committee. No more than two (2) employees from the same classification shall form part of this Committee unless mutually agreed otherwise by the parties.

Any employee who is a representative of the Union on the Bargaining Committee shall have the privilege of attending Committee meetings held within the employee's working hours without loss of remuneration. The privilege applies only when the Committee is engaged in committee work with representatives of the Employer. The Employer will make a reasonable effort to provide a suitable place for the parties to meet.

5.03 Labour-Management Relations Committee

- a) The parties hereby agree to appoint a joint Labour-Management Committee of two (2) employees appointed by the Union and two (2) members appointed by the Home who shall meet to discuss and if possible provide understanding of points of mutual interest between the parties; it being understood that such Committee shall have no right to usurp the power of the negotiation or grievance committee. The committees shall meet from time to time as agreed between the parties and all matters for discussion shall be submitted to the Administrator of the Home previous to each meeting to be placed on the agenda. By mutual agreement of the parties, the number of representatives on the Labour-Management Committee may be increased.
- b) Employees who attend Labour Management Meetings as defined under Article 5.03 shall be paid at their regular rate of pay for time spent at such meetings to a maximum payment of two (2) hour. It is understood that such hours would not constitute hours worked for the purpose of calculating overtime.
- c) On a trial basis, upon request by the Local or the Employer, the parties agree that representatives of each (which shall include the Director of Labour Relations or his/her designate and the Local's Representative of the Union) will meet during the term of the Collective Agreement to discuss problems arising from the

administration of the improvement of Management – Union relations. Article 5.02 of the Collective Agreement shall apply.

d) **Workload Complaint**

- i) Either the Union or the Home may submit a complaint in writing relating to workload to the Labour-Management Committee. In this regard, workload complaint means the assignment to an individual employee or group of employees of a resident or residents that is not consistent with proper resident care.
- ii) The written workload complaint, to the extent possible, should be detailed as to facts and reasons. The complaint should be submitted at least one (1) week before the meeting of the Labour-Management Committee.
- iii) The written workload complaint must constitute an agenda item for discussion at the meeting of the Labour-Management Committee.
- iv) The Home or the Union must respond to the written workload complaint in writing, but this response may be made within two (2) weeks following the meeting of the Labour-Management Committee where the complaint was discussed.
- v) Both the written complaint and the written response shall be attached to and form part of the minutes of the Labour-Management Committee where the complaint was discussed.

5.04 Health and Safety Committee

- a) The Employer and the Union agree that they mutually desire to maintain standards of safety and health in the Home, in order to prevent injury and illness.
- b) A joint management and employees Health and Safety Committee shall be constituted with representation of at least half by employees from the various bargaining units and of employees who are not represented by Unions and who do not exercise managerial functions, which shall identify potential dangers, recommend means of improving the health and safety programs and obtaining information from the Employer or other persons respecting the identification of hazards and standards elsewhere. The Committee shall normally meet at least once a month. Minutes shall be taken of all meetings and copies shall be sent to the Employer and to the Union.
- c) Two (2) representatives of the Joint Health and Safety Committee, one (1) from management and one (1) from the employees on a rotating basis designated by the employees, shall make monthly inspections of the workplace and equipment and shall report to the Health and Safety Committee the results of their inspection. In the event of accident or injury, such representatives shall be notified immediately and shall investigate and report as soon as possible to the Committee and to the Employer on the nature and causes of the accident or injury. Furthermore, such representatives must be notified of the inspection of a government inspector and shall have the right to accompany him on his

inspections. Scheduled time spent in all such activities shall be considered as time worked.

- d) The Joint Health and Safety Committee and the representatives thereof shall have reasonable access to the annual summary of data from the Workplace Safety & Insurance Board relating to the number of work accident fatalities, the number of lost workday cases, the number of lost workdays, the number on non-fatal cases that required medical aid without lost workdays, the incidence of occupational injuries, and such other data, as the Workplace Safety & Insurance Board may decide to disclose.
- e) The Union agrees to endeavour to obtain the full cooperation of its membership in the observation of all safety rules and practices.

5.05 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 dealing or negotiating with the Employer. Such representatives shall have access to the Employer's premises upon request, in order to investigate and assist in the settlement of a grievance and such investigation shall not disrupt the normal operations of the Home.

5.06 Grievance Committee

- a) The Grievance Committee shall be composed of the President, Chief Steward, and the Steward directly involved with the grievance and/or the National Representative.
- b) In the event either party wishes to call a meeting of the Grievance Committee, the meeting shall be held at a time and place fixed by mutual agreement and such meeting shall be held no later than five (5) working days after the request in writing has been given.
- c) No more than two (2) members of the Committee shall meet with the Administrator, unless otherwise mutually agreed to by the Parties.

5.07 No Strikes or Lockouts

The Employer agrees that it will not cause or direct any lockouts of the employees and the Union agrees that there will be no illegal strikes, shut-downs, slow-downs or stoppages of work and if such action should be taken by the employees, the Union shall instruct its employees to return to work and perform their usual duties. Any employee participating in an illegal strike, shut-down, slow-down or stoppage of work will be subject to discipline or dismissal.

- 5.08 The Employer will endeavour to introduce new policies or amendments to existing policies which will affect employees in the bargaining unit, to the appropriate committee. Failure to so introduce a policy or amendment, shall not be raised as a technical objection in an arbitration hearing.

5.09 Union Activity on Premises and/or Access to Premises

The Union agrees that neither it, nor its officers, agents, representatives and members will engage in the solicitation of members, holding of meetings or any other Union activities on Foyer des Pionniers premises without the prior approval of the Foyer des Pionniers, except as specifically provided for in this Agreement. Such approval will not be unreasonably denied.

ARTICLE 6 – GRIEVANCE PROCEDURE

6.01 Election of Stewards

In order to provide an orderly and speedy procedure for the settling of grievances, the Employer acknowledges the right of the Union to appoint or elect three (3) Stewards and one (1) of whom shall be the Chief Steward whose duties shall be to assist any employee whom the Steward represents, in preparing and in presenting his grievance in accordance with the grievance procedure and such Steward shall have completed his probationary period with the Home.

6.02 Names of Stewards

The Union shall notify the Employer in writing of the names of each Steward and the Chief Steward, before the Employer shall be required to recognize them. The Employer agrees the Stewards shall not be hindered, coerced, restrained or interfered with in the performance of their duties while investigating disputes and presenting adjustments as provided for in this article.

6.03 Permission to Leave Work

The Union understands that each Steward is employed to perform his regular work duties for the Employer. Therefore, no Steward shall leave his work without obtaining the permission of his supervisor. The Employer shall notify the Steward within one (1) hour of the request as to when he may leave his place of work. The Steward shall state his destination to his supervisor and shall report to the supervisor at the time of his return to work. The Employer reserves the right to limit the Steward's absence from his work if the time taken is considered excessive or if the Steward does not perform his duties under this Agreement in a prompt manner. In return, the Employer will pay Stewards for any regular hours of work missed in direct dealings with the Home, but not for arbitration.

6.04 Definition of Grievance

Where a difference arises between the parties hereto or between the employees and the Employer relative to the interpretation, application or administration of the Agreement including any questions as to whether a matter is arbitrable or where an allegation is made that this Agreement has been violated, the matter shall be adjusted in the following manner.

6.05 Grievance Procedure

Step 1

The employee concerned accompanied by the Steward shall within ten (10) calendar days of the alleged grievance take the matter up directly with his immediate supervisor, who shall give his oral answer to such employee within three (3) working days.

Step 2

Should the employee feel that his grievance has not been settled satisfactorily, the Steward shall within five (5) working days of the date the answer was received at Step 1 present the written grievance to the Administrator. Then a Committee comprised of the employee and the Steward shall meet with the Administrator to discuss the matter within five (5) working days after the written presentation has been given to him. The Administrator shall answer in writing no later than ten (10) working days after this meeting. At least twenty-four (24) hours prior notice of such meeting shall be given to all concerned.

6.06 Policy Grievance

The Employer or the Union shall have the right to lodge a policy grievance with the Union or the Employer, as the case may be, at Step 2 of the Grievance Procedure relating to the general interpretation, application or alleged violation of this Agreement and such policy grievance may not be the subject of a grievance which is properly lodged by an employee.

6.07 Group Grievance

When a group of employees have an alleged grievance as set out in 6.04 above, one (1) employee on behalf of the group named therein shall present the group grievance at Step 2 of the Grievance Procedure.

If arbitration of any grievance is to be invoked, the request shall be made by either party within fifteen (15) working days after the date of the reply at Step 2.

6.09 Definition of Working Days

"Working Day" as used in the Grievance and Arbitration procedure shall mean a day other than Saturday, Sunday or a recognized holiday.

ARTICLE 7 – ARBITRATION

- 7.01** It is agreed by the parties hereto that any difference of opinion relating to the interpretation, application or administration of the Agreement which cannot be settled after exhausting the Grievance Procedure shall be settled by arbitration. A Notice of Intent to Arbitrate shall be forwarded to the other party within the time limits set out in Article 6.08 and such notice shall contain the name of the grievor's appointee to the Arbitration Board. Within five (5) working days from the receipt of the Notice of Intent to Arbitrate, the other party must in turn name their appointee. A third person to act as Chairman shall be appointed by the respective appointees. Should either party fail to name their appointee within five (5) working days or should the appointees fail to appoint a Chairman within ten (10) working days from the date of their appointment, either party of their appointee shall request the Office of Arbitration, Ontario Ministry of Labour, to make the appropriate appointment.
- 7.02** Each of the parties hereto shall bear the expense of the arbitrator appointed by it, and the parties hereto shall jointly bear equally the expense of the third party, and any cost of the place of hearing of such arbitration, if and when the necessity arises. The Employer and the Union agree that by mutual written agreement of the parties, a Sole Arbitrator may be substituted for a Board of Arbitrators.
- 7.03** It is agreed and understood that the Arbitration Board shall have no authority to alter, modify or annul any part of this Agreement. However, the Arbitration Board shall have the authority to substitute such other penalty for the discharge or discipline as the Arbitration Board deems just and reasonable in all circumstances.
- 7.04** The Arbitration Board shall hear and determine the matter and shall issue a decision which shall be in writing and contain the reasons for the decision. The decision of the majority shall be the decision of the Arbitration Board, but if there is no majority decision, the decision of the Chairman will govern.
- 7.05** The time limits mentioned in this Article and in the preceding Article may be extended by mutual agreement of the parties.
- 7.06** Each party shall pay one-half (½) of the fees and expenses of the Arbitrator and any costs of the place of hearing of such arbitration if and when the necessity arises.

ARTICLE 8 – DISCHARGE, SUSPENSION AND DISCIPLINE

8.01 a) Right to Have Steward Present

When the Employer knows that an employee may be subject to disciplinary action which is to be recorded in the employee's personnel file, the employee shall, have the right to the presence of the Union Steward.

b) Warnings

Whenever the Employer or a representative of the Employer deems it necessary to censure an employee in a manner indicating that dismissal may follow any repetition of the act complained of or omission referred to, or that dismissal may follow if such employee fails to bring his work up to a required standard, the Employer shall , within five (5) days thereafter, give written particulars of such censure to the Secretary of the Union, with a copy to the employee involved. The copy shall be presented to the employee in the presence of his Steward.

8.02 Discharge Procedure

When an employee is discharged or suspended, the Employer and the Union shall be advised promptly in writing by the Employer as to the reason for such discharge or suspension.

8.03 May Omit Grievance Steps

An employee considered by the Union to be wrongfully or unjustly discharged or suspended shall be entitled to a hearing under Article 6 – Grievance Procedure and Step 1 of the Grievance Procedure shall be omitted in such cases.

8.04 Access to Personal File

Upon giving two (2) working days notice, an employee shall have the opportunity to review the contents of his personnel file at a mutually agreeable time in the presence of an Employer representative. The employee will be allowed to make copies of any documents contained therein at his expense. The employee shall have the right to respond in writing to any document placed in the file in the current year from the last date of review. Such reply shall become part of the permanent record.

8.05 Clearing the File

The record of an employee shall not be used against him at any time after eighteen (18) months following a suspension or disciplinary action, provided that there is no recurrence of disciplinary action within the eighteen (18) month period.

The parties mutually agree that all disciplinary action in regards to resident abuse will remain on file permanently. At the request of the employee, her records of discipline for other than resident abuse will be removed from her file after eighteen (18) months.

ARTICLE 9 – SENIORITY

9.01 Seniority Defined

Seniority is defined as the length of service with the Employer in the bargaining unit. Seniority shall be used in determining preference or priority for promotions, transfers, demotions, lay-offs and recalls when the employee concerned has the required ability, experience and qualifications for the job. Seniority shall operate on a bargaining unit wide basis.

9.02 Seniority List

The Employer shall maintain a seniority list showing the date upon which each employee's service commenced. An up-to-date seniority list shall be sent to the Union and posted on the main bulletin board dated as at the end of the last pay period ending in March and last pay period ending in September of each year. Employees may challenge their seniority dates for a period of one (1) month after posting and if no challenges are received, the seniority list as posted shall be deemed to be correct. However, an employee who is absent when the list is so posted shall have thirty (30) days from the date of his return to work to challenge the seniority list and if he fails to do so, the seniority list shall be deemed to be correct.

Employees who have transferred from full-time to part-time, or part-time to full-time shall have thirty (30) days from the date of their transfer to challenge the conversion of seniority established in determining their appropriate full-time or part-time equivalent seniority and if the employee fails to do so, the seniority as determined by the Employer shall be deemed to be correct.

9.03 Probationary Employees

Newly hired employees shall be considered on a probationary basis for a period of four hundred and fifty (450) hours worked. During the probationary period, employees shall be entitled to all rights and privileges of this Agreement. The release or discharge of an employee during the probationary period shall not be the subject of a grievance or arbitration. After completion of the probationary period, seniority shall be effective from the date of last hire.

9.04 Loss of Seniority

An employee shall lose his seniority and shall be deemed terminated in the event:

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

- d) Failure to notify the Employer of intention to return to work within seven (7) calendar days after being notified of recall. Registered mail sent to the most recent employee's address on the employee's employment file shall be interpreted as proper notice. For purpose of recall, it shall be the responsibility of the employee to keep the Employer informed of his current address;
- e) Utilizes a leave of absence for purposes other than those for which the leave may have been granted;
- f) Fails to return to work after the completion of a leave of absence granted by the Employer unless through sickness or sufficient cause;
- g) Is laid off for a period of more than twenty-four (24) months;
- h) An employee is absent for more than twenty-four (24) months because of sickness or physical disability or both, or by reason of absence while on WSIB. Prior to the automatic termination of employees under this clause, the Employer agrees to review the employee's status to ensure that any action taken by the Employer complies with the Human Rights Code.

9.05 Transfers and Seniority Outside Bargaining Unit

No employee shall be transferred to a position outside the bargaining unit without his consent.

- 9.06** If an employee transfers from part-time to full-time, the following method shall be used to calculated his seniority from one group to another for purposes of establishing anniversary date: 1950 hours equals one (1) year
- 9.07** If an employee transfers from full-time to part-time, the following method shall be used to calculate his seniority from one group to another for purposes of establishing an anniversary date: One (1) year equals 1950 hours
- 9.08** In the event two (2) or more employees started on the same date, although their seniority date first established will be the same date, the more senior employee(s) shall be determined by examination of their most recent employment application form. The employee(s) whose application the Employer has determined was received first shall be deemed the more senior employee(s). In the event the Employer is still unable to determine the more senior employee(s), the matter shall be resolved by any other means mutually agreed to between to between the Union and the Employer.

ARTICLE 10 – PROMOTIONS AND STAFF CHANGES

10.01 a) Job Postings

When a vacancy occurs or a new position is created inside the bargaining unit, which the Employer requires to be filled, the Employer shall post notice of the position on the main bulletin board for a minimum of one (1) week in order that all members will know about the position and be able to make written application thereto. When a second vacancy results from the first vacancy, posting period will be reduced to five (5) days. The Employer shall also forward a copy of such posting to the Secretary of the Union. Temporary vacancies anticipated to be less than six (6) weeks duration shall not be posted, unless otherwise agreed between the Employer and the Union. The Employer will endeavour to distribute shifts as equally as possible. The name of the successful applicant shall be posted on the Employer's main bulletin board.

b) Temporary Job Postings

A vacancy which occurs for more than six (6) weeks will be posted stating that the position is limited and shall indicate the estimated duration of the limited job. In any event, the limited job shall not exceed six (6) months. Upon termination of a limited job, the employee filling the vacancy shall be returned to the classification and job location in which he last worked. In the event that a part-time employee is the successful applicant, the said employee shall retain his part-time status during the limited full-time period. An employee filling a temporary vacancy of six (6) weeks or longer duration shall not bid on any other temporary posting until the end of his temporary position.

- c) The parties hereby agree to waive the job postings from June 1st through August 15th and December 1st through January 1st yearly. Any anticipated posting shall be posted in advance of June 1st and December 1st.

10.02 Information on Postings

Such posting shall contain the following information: nature of position, shift, wage or salary rate or range and required qualifications.

10.03 No Outside Advertising

No outside advertising for additional employees shall be made until present employees have had a full opportunity to apply as provided in Article 10.01.

10.04 Trial Period

The successful applicant shall be placed on trial for a period of two hundred and twenty-five (225) hours. Conditional on satisfactory service, such trial promotion shall become permanent after the period of two hundred and twenty-five (225) hours. In the event the successful applicant proves unsatisfactory in the position during the aforementioned trial period, or if the employee finds himself unable to perform the duties of the new job classification, he shall be returned to his former position and salary without loss of seniority. Any other employee promoted or transferred because of the rearrangement of positions shall also be returned to his former position and salary without loss of seniority.

Employees applying for positions must commit to a trial period of not less than two (2) weeks.

ARTICLE 11 – LAY-OFFS AND RECALLS

11.01 Lay-Off and Rehiring Procedure

Both parties recognize that job security should increase in proportion to length and quality of service. Therefore, in the event of a lay-off, employees shall be laid off in accordance with Article 9 – Seniority.

Employees shall be recalled in the order of their seniority, providing they are qualified and have the ability to perform the work. The Employer retains the right to determine the number of employees to be employed.

Lay-offs, under the provisions of this Collective Agreement shall include the reduction of daily or biweekly hours of any full-time or part-time employee. In the event of a proposed lay-off of a permanent or long-term nature of thirteen (13) calendar weeks or more, the Employer will:

- a) provide the Union with at least six (6) weeks notice prior to its implementation. This notice is not in addition to required notice for individual employees.
- b) provide affected employees with notice in accordance with the Employment Standards Act.
- c) meet with the Union through the Labour-Management Committee to review the reasons and expected duration of the lay-off, any realignment of service or staff and its effect on employees in the bargaining unit.

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

11.02 Lay-Off Procedure

- a) In the event of lay-off, the Employer shall lay-off employees in the reverse order of their seniority within their classification, provided that there remain on the job employees who have the ability and qualifications as required by law to perform the work
- b) An employee who is subject to lay-off shall have the right to either:
 - (i) accept the lay-off, or
 - (ii) displace an employee who has lesser bargaining unit seniority if the employee originally subject to lay-off is qualified for and can perform the duties of the classification without training other than orientation. Such employee so displaced shall be laid off.

In the event that an employee is laid off from the full-time bargaining unit and provided that no other full-time bargaining unit positions are available for which the employee is qualified and able to perform, the full-time bargaining unit employee shall then be allowed to displace a part-time bargaining unit employee with less seniority provided that the employee is qualified and able to do the work available. Part-time employees cannot displace full-time.

11.03 Recall Rights

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

ARTICLE 12 – HOURS OF WORK

12.01 The normal daily hours of work exclusive of a thirty (30) minute meal period, shall be seven and one-half (7½) hours per day.

12.02 a) The provisions contained in Article 12.01 above do not represent a guarantee of daily or weekly hour of work.

b) It is recognized that certain employees are presently working short-shift arrangements of less than the daily hours set out in Article 12.01. The practice may continue. The Union recognizes that an employee working a short shift may be asked to extend a shift to a normal shift as defined in Article 12.01. The extension must be mutually agreed to.

However, the number of employees on such short-shift arrangements which existed on October 6, 1999 may not be increased during the term of this agreement, except in cases of emergency, or for the purpose of filling short-term needs of the Home, or by mutual agreement of the Home and the Union.

12.03 Consistent with the proper management of the nursing home and provided that the scheduling of days off will not unduly affect the proper operations of the nursing home, the Employer agrees that it will schedule days off so that they may be taken consecutively and days off may be rotated so as to affect an equal distribution throughout among the employees. In no instance will an employee be required to work more than five (5) consecutive days without receiving his/her days off.

Schedules for the two (2) week pay period shall be posted in the department affected at least two (2) weeks in advance of the commencement of the two (2) week schedule period. The two (2) week scheduled period immediately following the posting of the schedule may not be changed, unless mutually agreed between the employee and the Employer, except in the instances of scheduling errors. Employees requesting specific days off must submit their requests in writing to their supervisor at least two (2) weeks in advance of the requested time off.

The Employer agrees to endeavour to arrange shift schedules such that all full-time employees will receive every second weekend off.

12.04 All employees shall be permitted a rest period of fifteen (15) consecutive minutes both in the first half and second half of a shift.

12.05 Employees must give the Employer a minimum of twenty-four (24) hours notice of intention to change shift and shall name the employee willing to exchange such shift, subject to the approval of the Employer. In any event, it is understood that such change in shift shall not result in any overtime payment.

- 12.06** Employees are to be allowed a minimum of twelve (12) hours off between the ending of one shift and the commencing of the other. Where the twelve (12) hours is not granted, the employee shall be paid such hours of work at the rate of time and one half (1½).

In the event an employee calls in to advise of his inability to work a scheduled shift, a minimum of eight (8) hours off between the ending of one shift and the commencing of the other shift will apply for purpose of calling in replacement employees. Where eight (8) hours is not granted, the employee shall be paid such hours of work at the rate of time and one half (1½).

- 12.07** The Employer shall determine the shifts to be worked. When two (2) vacancies occur for two (2) different shifts, and where there are two (2) successful applicants, the employee with the most seniority shall be given shift preference.

12.08 Shift Premium

- a) The Employer agrees to pay a shift differential of forty-three cents (43¢) per hour to all full-time and part-time employees who work a majority of their shift between the hours of 3:00 p.m. and 7:00 a.m.
- b) The midnight shift shall be defined as the shift where the majority of hours worked by an employee fall between the hours of 11:00 p.m. and 7:00 a.m. The day shift shall be defined as the shift where the majority of hours worked by an employee fall between the hours of 7:00 a.m. and 3:00 p.m. The evening shift shall be defined as the shift where the majority of hours worked by an employee fall between the hours of 3:00 p.m. and 11:00 p.m.

- 12.09** The Employer agrees that there shall be no split shifts.

- 12.10** There shall be no pyramiding of premium pay, overtime pay, holiday pay and sick leave pay.

12.11 Standard/Daylight Savings Time

At the time of change from Standard Time to Daylight Savings Time or Daylight Savings Time to Standard Time, employees shall be paid for the hours they worked at their straight time hourly rate of pay for all such hours worked.

12.12 Weekend Premium

A premium of **thirty-five cents (\$0.35)** per hour shall be paid for hours worked in the weekend between the start of the shift commencing on 23:00 hours on Friday, and the end of the shift ending on 23:00 hours Sunday. This premium shall be in addition to the regular shift premium.

ARTICLE 13 – OVERTIME

13.01 Authorized work performed in excess of seven and one-half (7 1/2) hours of work per day or seventy-five (75) hours of work in a two (2) week period or authorized work on the employee's scheduled days off will be counted as overtime and will be paid at the rate of time and one half (1 1/2) the employee's regular hourly earnings. Time necessary to finish assigned work on an irregular basis of not more than fifteen (15) minutes duration shall be deemed a "tag end" and shall not receive any overtime pay. Employees will have the options to be paid for overtime or to bank accumulated overtime not to exceed **thirty seven point five (37.5) hours**. If the total of accumulated overtime hours exceeds **thirty seven point five (37.5) hours**, arrangements shall be made with the supervisors by the employee to take this time off. Where two (2) or more employees from the same classification request the same time or dates to use the banked overtime, seniority shall govern.

13.02 Sharing of Overtime

All overtime over three (3) hours shall go to the most senior employee in each of the job classifications. An employee who has worked a night shift will not continue to work a day shift except in the case of an emergency.

Employee must advise the Employer of his intent to be available for overtime upon the posting of the new schedule.

13.03 Employees who are available and qualified to perform the work shall not be required to lay-off during regular hours to equalize any overtime.

13.04 When an employee is called back to work after leaving the nursing home upon completion of his/her shift, such employee shall be paid at time and one-half (1 1/2) his/her regular rate of pay for actual hours worked with a minimum of three (3) hours of such pay. If an employee is called in immediately prior to the commencement of his/her regular shift, he/she shall be paid at overtime rate time and one-half (1 1/2) for the actual hours worked until the commencement of the shift.

13.05 Reporting Payment

An employee who reports to work as scheduled or is called into work on his/her assigned day off and reports as requested by the Employer and no work is available, shall receive a minimum of three (3) hours pay at his/her regular straight time hourly rate. The Employer may elect to assign the employee to any other work in the nursing home which the Employer determines the employee is able to perform. This reporting allowance shall not apply in the event of an emergency which disrupts the normal operations of the nursing home or whenever an employee has received prior notice not to report to work, nor shall it apply to employees returning to work without notice after absence.

13.06 Call-In

(This Article applies to both full-time and part-time employees)

- a) Call-in shall mean the calling in to work at the Employer's request of an employee who is not scheduled to work as per the posted schedule.
- b) Where call-in is requested within one-half (½) hour of the starting time of the shift and the employee commences work within one (1) hour of the call, then the employee will be paid from the normal commencement of the shift provided that employee works the remainder of the shift.

13.07 Part-time Employees Call-in

- a) Call-in shall mean the calling in to work at the Employer's request of an employee who is not scheduled to work as per the posted schedule.
- b) Call-in shall be distributed to part-time employees by seniority in accordance with the following method:
 - firstly, six (6) shifts in total per pay period to each employee;
 - finally, four (4) further shifts giving ten (10) shifts in total per pay period to each employee.

Each telephone call will be indicated on the call-in sheet as to "worked", "no answer", or "refused". All refusals will be marked on the schedule and assumed as worked only for the purpose of counting shifts.

The following circumstances do not constitute a refusal:

1. where the employee would be working more than five (5) consecutive days in a row;
2. where the employee would be working more than two (2) weekends in a row; and
3. if called to fill a shift after the normal commencement of the shift.

An employee's first commitment is to his/her previously scheduled shift.

- c) All part-time employees must be available for replacement requirements.

ARTICLE 14 – HOLIDAYS

14.01 List of Holidays

The Employer recognizes the following as paid holidays:

| | |
|----------------|------------------------|
| New Year's Day | Good Friday |
| Easter Monday | Queen's Birthday |
| Canada Day | Civic Holiday (August) |
| Labour Day | Thanksgiving Day |
| Christmas Day | Boxing Day |

Two floating holidays to be taken on a day mutually agreed upon between the Employer and the employee.

14.02 Holidays Falling on Weekend

The above-named holidays will be celebrated on the day on which they fall regardless of any Federal, Provincial or Municipal proclamation or legislation to the contrary.

14.03 Holidays on Day Off

(Applies to full-time employees only)

When any of the above-noted holidays fall on an employee's scheduled day off, the employee shall receive another day off with pay to be taken **within a period of eight (8) weeks after the holiday and no later than December 15th of the same calendar year** except at Christmas and New Year's, at a time mutually agreed upon between the employee and the Employer provided the scheduling of such day off will not create hours of work at overtime premium for replacement employees. **When the Employer is unable to schedule the lieu day, the period of time for scheduling such days will be repeated.**

Note: This doesn't include the 2 floating holidays

14.04 Christmas or New Year's Off

(Applies to both full-time and part-time employees)

The Employer shall endeavour to provide at least five (5) consecutive calendar days off but no less than three (3) consecutive calendar days off at either Christmas or New Year's by seniority, unless otherwise arranged in accordance with Article 12.05. It is understood that the normal scheduling provisions shall be waived and that the Employer will not grant leave of absence, except in cases of emergency, during the period December 15th through January 15th, inclusive.

14.05 Holiday Pay Qualifications

In order to qualify for holiday pay, the employee must work his regular scheduled shift immediately preceding and immediately following the holiday. An employee scheduled to work on any of the qualifying days or holidays and who does not report for work without a valid reason, shall forfeit his holiday pay.

14.06 Payment for Holidays

An employee who is required to work on any of the above-named holidays will receive pay at the rate of time and one-half (1½) the employee's regular hourly rate for every hour worked on such day, in addition to pay for the holiday at the employee's regular hourly rate or the employee may be granted an alternate day off (lieu day) to be taken **within the period of eight (8) weeks after the holiday** and no later than December 15th of the same calendar year except at Christmas and New Year's at time mutually agreed upon between the employee and the Employer provided the scheduling of such day off will not create hour of work at overtime premium for replacement employees. Payment for such lieu day will be based upon the entitlement the employee otherwise would have been eligible to receive for the holiday at straight time hourly rates.

14.07 Where an employee is not entitled to holiday pay by virtue of Article 14.05 but that employee is required to work on that day, the employee will receive pay at the rate of time and one-half (1½) the employee's regular hourly rate for every hour worked on that day.

14.08 An employee who qualifies for holiday pay will be eligible for one (1) day holiday pay during any one (1) period of illness.

ARTICLE 15 – VACATIONS

15.01 Length of Vacation

Employees shall receive an annual vacation with pay in accordance with credited service prior to the commencement of the vacation period as follows:

| | | |
|------------------------------------|---|--|
| Less than one (1) year of service | - | 10/12 of a working day for each month worked at 4% of total earnings |
| One (1) year of service | - | 10 working days at 4% of total earnings |
| Two (2) years of service | - | 15 working days at 6% of total earnings |
| Eight (8) years of service | - | 20 working days at 8% of total earnings |
| Fifteen (15) years of service | - | 25 working days at 10% of total earnings |
| Twenty five (25) years of service | - | 30 working days at 12% of total earnings |
| Twenty eight (28) years of service | - | 35 working days at 14% of total earnings |

15.02 Holidays During Vacation

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

15.03 Vacation Pay on Termination

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

15.04 Preference in Vacations

The Employer will post a vacation planner chart at the workplace no later than April 15th of each year. Employees shall indicate in writing on the vacation planner chart their first and second preference in vacation by May 15th of each year.

Vacations shall be granted first on the basis of seniority.

Vacation schedules shall be posted no later than June 15th of each year and shall not be changed unless mutually agreed to by the employee and the Employer.

The Employer will consider requests received after May 15th on a first come first serve basis and in the case of two or more employees submitting their request on the same day for the same period of time, seniority shall be the governing factor. Such request shall be granted at the discretion of the Employer and once approved shall not be changed unless mutually agreed to by the employee and the Employer.

15.05 Vacation Year

For purpose of vacation entitlement, the vacation year shall extend from January 1st to December 31st.

15.06 Unbroken Vacation Period

An employee shall be entitled to receive his vacation in an unbroken period unless otherwise mutually agreed upon between the employee concerned and the Employer.

ARTICLE 16 – SICK LEAVE PROVISIONS

16.01 Sick Leave Defined

Sick leave means the period of time an employee is permitted to be absent from work with pay by virtue of being sick or disabled. Employees absent from work because of an accident for which compensation is not payable under the Worker's Compensation Act, shall be covered by these sick leave provisions.

- 16.02**
- a) No paid sick leave will be allowed to employees during their first three (3) months of employment.
 - b) On the first day in January in each year, full-time employees will be credited with five (5) days of sick leave which may be used for short-term illness paid on the basis of seventy-five percent (75%) of regular earnings. This sick leave is not accumulative.
 - c) The Employer shall pay one hundred percent (100%) of the current premium for a Weekly Indemnity Plan based on sixty percent (60%) of earnings, payment being made after the 1st day when disability is due to accident or hospitalization and on the 4th day when disability is due to illness to a maximum of seventeen (17) weeks.

The terms and conditions governing the plan will be contained in the insurance policy.
 - d) The Employer will pay employees with remaining days of sick leave at December 31 of each year at 50% of regular earnings, in the second pay period in the month of January of the next year.

16.03 Proof of Illness

An employee shall be entitled to sick leave pay for those days the employee was scheduled to work, but did not work because the employee was ill, provided that upon return to work after illness, the employee shall complete the sick leave certificate as required. An employee may be required to produce a certificate from a doctor for any illness in excess of three (3) working days, certifying that such employee is unable to carry out his/her duties due to illness. The Employer shall have the right to require an employee to produce a doctor certificate for a period of less than three (3) days absence due to illness if an employee's record indicates a pattern of intermittent absenteeism.

- 16.04** An employee who will be absent due to personal illness will endeavour to notify the Employer at least four (4) hours prior to the commencement of the shift. Failure to give such notice may result in loss of sick leave benefits.

ARTICLE 17 – LEAVE OF ABSENCE

17.01 Union Business

Representatives of the Union shall not suffer any loss of pay when required to leave their employment temporarily in order to attend grievance meetings.

17.02 Leave for Union Function

Upon notification to the Employer, an employee elected or appointed to represent the Union at Union functions, shall be allowed leave of absence with pay and benefits and without loss of seniority. The Union shall reimburse the Employer for receipt of such pay and benefits.

In calculating payment for part-time employees under Article 17.02, payment shall include the percentage in lieu of benefits as defined under Article 21.01 d), Health and Welfare Fringe Benefits.

17.03 Bereavement Leave

Upon the death of an employee's spouse, child or step-child, an employee shall be granted leave up to a maximum of five (5) days without loss of pay, ending with the day following the day of the funeral or **commemorative service**.

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

It is agreed that this leave is to apply only where the employee is in attendance at the funeral or **commemorative service** and pay for such days of absence is limited to the days actually missed from work as per the employee's scheduled working days. If the funeral is not attended, the paid leave shall be limited to two (2) days ending not later than the day of the funeral.

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

An employee will not be eligible to receive payment under the terms of Bereavement Leave for any period in which he/she is receiving payments for holiday pay or vacation pay.

Note: It is understood that if an employee is on sick leave and attends the funeral or **commemorative service**, the bereavement leave will not be charged against sick leave accumulated.

Where it is necessary because of distance, the employee may be provided up to four (4) days additional unpaid leave.

17.04 Pregnancy and Parental Leave

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

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

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

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

Additional leave of absence may be taken under 17.04 h) Parental Leave.

- b) Effective on the first full pay period following ratification, an employee who is on pregnancy leave as provided under this Agreement, who has completed ten (10) months of continuous service and has applied for and is in receipt of Unemployment Insurance pregnancy/parental benefits pursuant to sections 18 and 20 of the Unemployment Insurance Act, 1971, shall be paid a supplemental unemployment benefit. That benefit will be equivalent to the difference between seventy-five percent (75%) of her regular weekly earnings and the sum of her weekly rate of Unemployment Insurance benefits and any other earnings.

Such payment shall commence following completion of the two (2) week Unemployment Insurance waiting period and receipt by the Employer of the employee's Unemployment Insurance cheque stub as proof that she is in receipt of Unemployment Insurance pregnancy/parental benefits, and shall continue while the employee is in receipt of such benefits for a maximum period of fifteen (15) weeks. The employee's regular weekly earnings shall be determined by multiplying her regular hourly rate on her last day worked prior to the commencement of the leave times her normal weekly hours.

The employee does not have any vested right except to receive payment for the covered unemployment period. The plan provides that payments in respect of

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

- c) An employee who does not apply for leave of absence under 17.04 a) (i) and who is otherwise entitled to pregnancy leave, shall be entitled to and shall be granted leave of absence in accordance with 17.04 a) (i) upon providing the Employer, before the expiry of two (2) weeks after she ceased to work, with a certificate of a legally qualified medical practitioner stating that she was not able to perform the duties of her employment because of a medical condition arising from her pregnancy, and giving the estimated day upon which, in his opinion, delivery will occur or the actual date of her delivery.
- d) An employee who intends to resume her employment on the expiration of the leave of absence granted to her under this article shall so advise the Employer when she requests the leave of absence. If a full-time employee returns to work at the expiry of the normal pregnancy or parental leave, and the employee's former permanent position still exists, the employee will be returned to her former job, and former shift if her shift was designated.

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

- e) When the Employer has suspended or discontinued operations during the leave of absence and has not resumed operations upon the expiry thereof, the Employer shall upon resumption of operations, reinstate the employee to her employment or to alternate work in accordance with the established seniority system or practice of the Employer in existence at the time the leave of absence began and in the absence of such a system or practice shall reinstate the employee in accordance with the provisions of 17.04 d).
- f) Such absence is not an illness under the interpretations of this agreement, and sick leave benefits cannot be used.
- g) Credits for service for the purpose of salary increments, vacations, or any other benefit included and prescribed under the Employment Standards Act shall continue and seniority shall accumulate during the leave.
- h) Upon expiry of seventeen (17) weeks pregnancy leave, an employee may immediately commence parental leave, as provided under the Parental Leave provisions of this agreement. The employee shall give the Employer at least two (2) weeks notice, in writing, that she intends to take parental leave.
- i) **Parental Leave**
 - (i) An employee who becomes a parent, and who has been employed for at least thirteen (13) weeks immediately preceding the date of the birth of child or the date the child first came into care or custody of the employee, shall be entitled to parental leave.

- (ii) A "parent" includes: the natural mother or father of the child, a person with whom a child is placed for adoption and a person who is in a relationship with the parent of the child and who intends to treat the child as his/her own.
- (iii) Parental leave must begin within thirty-five (35) weeks of the birth of the child or within thirty-five (35) weeks of the day the child first came into the custody, care and control of the parent. For employees on pregnancy leave, parental leave will begin immediately after pregnancy leave expires. Parental leave shall be granted for up to thirty-five (35) weeks in duration and shall, in all cases, be completed within fifty-three (53) weeks of the date the child is born, or comes into the custody, care and control of a parent for the first time.
- (iv) An employee not on pregnancy leave requesting parental leave, shall give the Employer four (4) weeks written notice of the date the leave is to begin.

Parental leave ends eighteen (35) weeks after it began or on an earlier day if the employee gives the Employer at least four (4) weeks written notice of the day.
- (v) For the purposes of Parental Leave, the provisions under 17.04 a), d), e), f), g) and h) shall also apply.

17.05 Education Leave

Where employees are required by the Employer to take courses to upgrade or acquire new employment qualifications, the Employer shall pay the full cost associated with the courses.

The Administrator may grant a request for unpaid leave of absence to upgrade employment qualifications, provided that he receives at least one (1) month's notice in writing unless impossible and provided that such leave may be arranged without undue inconvenience to the normal operation of the Home. When applying, applicants must indicate the date of departure and specific date of return.

17.06 General Leave

The Employer may grant leave of absence without pay and without loss of seniority to any employee requesting such leave and such request shall be in writing and approved by the Employer.

All accumulated paid holidays and vacation time must be used before a general leave of absence will be granted. Employees will not be granted general leaves in order to receive extended vacation time or for the purpose of extra vacation. Such leave shall not be unreasonably withheld.

17.07 Paid Jury or Court Witness Duty Leave

The Employer shall grant leave of absence without loss of seniority and benefits to an employee who serves as a juror or witness in any Court. The Employer shall pay such an employee the difference between normal earnings and the payment received for jury service or court witness, excluding payment for travelling, meals or other expenses. The employee shall present proof of service and the amount of pay received. Time spent by an employee required to serve as a court witness in any matter arising out of his employment shall be considered as time worked at the appropriate rate of pay.

17.08 Pre-paid leave plan

Effective April 19, 2006, the Employer agrees to introduce a pre-paid leave program, funded solely by the employee subject to the following terms and conditions:

- a) The plan is available to employees wishing to spread two (2) years salary over a two and a half (2.5) year period, in accordance with Part LXVIII of the Income Tax Regulations, Section 6801, to enable them to take six (6) month leave of absence following the two (2) years of salary deferral.
- b) The employee must make written application to the Employer at least six (6) months prior to the intended commencement date of the program (i.e. the salary deferral portion), stating the intended purpose of the leave.
- c) The number of employees that may be absent at any one time shall be determined between the local parties. The year for purposes of the program shall be September 1 of one year to August 31 the following year or such other (12 months) period as may be agreed upon by the employee, the local union and the Employer.
- d) Where there are more application than spaces allotted, seniority shall govern.
- e) During the two (2) years of salary deferral, 20% of the employee's gross annual earnings will be deducted and held for the employee and will not be accessible to the employee until the year of the leave or upon withdrawal from the plan.
- f) The manner in which the deferred salary is held shall be at the discretion of the Employer.

- g) All deferred salary, plus accrued interest, if any, shall be paid to the employee at the commencement of the leave or in accordance with such other payment schedule as may be agreed upon between the Employer and the employee.
- h) All benefits shall be kept whole during the two (2) years of salary deferral. During the year of the leave, seniority will accumulate. Service for the purpose of vacation and salary progression and other benefits will be retained but will not accumulate during the period of leave. The employee shall become responsible for the full payment of premiums for any health and welfare benefits in which the employee is participating. Contributions to the Nursing Homes and Related Industries Pension Plan will be in accordance with the Plan. The employee will not be eligible to participate in the disability income plan during the year of the leave.
- i) An employee may withdraw from the plan at any time during the deferral portion provided three (3) months notice is given to the Employer. Deferred salary, plus accrued interest, if any, will be returned to the employee within a reasonable period of time.
- j) If the employee terminates employment, the deferred salary held by the Employer plus accrued interest, if any, will be returned to the employee within a reasonable period of time. In case of the employee's death, the funds will be paid to the employee's estate.
- k) The Employer will endeavour to find a temporary replacement for the employee as far in advance as practicable. If the Employer is unable to find a suitable replacement, it may postpone the leave. The Employer will give the employee as much notice as is reasonably possible. The employee will have the option of remaining in the Plan and rearranging the leave at a mutually agreeable time or of withdrawing from the Plan and having the deferred salary, plus accrued interest, if any, paid out to the employee within a reasonable period of time.
- l) The employee will be reinstated to his or her former position unless the position has been discontinued, in which case the employee shall exercise his seniority rights.
- m) Final approval for entry into the pre-paid leave program will be subject to the employee entering into a formal agreement with the Employer in order to authorize the Employer to make the appropriate deductions from the employee's pay. Such agreement will include:
 - i) A statement that the employee is entering the pre-paid leave program in accordance with this Article of the Collective Agreement.
 - ii) The period of salary deferral and the period for which the leave is requested.
 - iii) The manner in which the deferred salary is to be held.

The letter of application from the employee to the Employer to enter the pre-paid leave program will be appended to and form part of the written agreement.

ARTICLE 18 – PAYMENT OF WAGES AND ALLOWANCES

18.01 Pay Days

Pay Days shall be every second Thursday to be deposited in the employee's bank account by the end of the scheduled day shift except when a holiday falls on that day in which case the following day shall be deemed to be the Pay Day. The Employer reserves the right to hold back one (1) week's pay from each employee.

18.02 Equal Pay for Equal Work

The principle of equal pay for equal work shall apply, regardless of sex.

18.03 Pay During Temporary Transfers

When an employee temporarily substitutes in, or performs the principal duties of, a higher paying position at a flat rate of pay, he shall receive the rate for the job. When an employee is temporarily assigned to a posting paying a lower rate, his rate shall not be reduced.

- 18.04** When a new classification in the bargaining unit is established by the Employer, the Employer shall determine the rate of pay of such new classification and shall advise the Union of the same. If the Union disagrees with the rate established by the Employer, the Union may request a meeting with the Employer to endeavour to negotiate a mutually satisfactory rate of pay. Such request shall be made within two (2) calendar weeks after receipt of notice from the Employer of such new classification and the rate of pay. Where the Union and the Employer are unable to agree to a new rate, the matter may be referred to arbitration as provided in the Agreement within three (3) calendar weeks following the meeting. The decision of the Board of Arbitration shall be based on the relationship established by comparison with the rates of other classifications in the bargaining unit having regards to the duties and responsibilities involved.

Any change in the rate established by the Employer as mutually agreed by the parties or awarded by a Board of Arbitration shall be retroactive to the date that the Union raised the issue with the Employer.

18.05 Responsibility Allowance

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

ARTICLE 19 – EMPLOYEE BENEFITS

19.01 Insurance

In accordance with the terms and conditions of the existing Group Insurance Plan, the Employer agrees to pay one hundred percent (100%) of the billed premiums for each employee in the Group Insurance Plan, and that the life insurance coverage for each employee will be at two (2) times the employee's annual salary.

19.02 Legislation

If the premiums paid by the Employer for any employee benefit are reduced as a result of any legislative or other action, the amount of the saving shall be used to increase other benefits available to the employees, as may be mutually agreed between the parties, or shall be passed on to the employees in the form of increased wage or salary rates.

19.03 Dental Plan

The Employer agrees to pay fifty percent (50%) of the billed premiums for Blue Cross Dental Plan #9 or its equivalent at current ODA rates, as adjusted from time to time, conditional on the parties being able to meet the insurer's enrolment requirements, if any. It is understood that the balance of the premium costs for the Dental Plan will be paid by the employee through payroll deductions.

19.04 The Employer will provide a Vision Care Plan allowing for benefits in the amount of two hundred and fifteen dollars (215.00\$) every twenty-four (24) months paid for by the Employer. Said benefits to include the cost of eye wear and/or eye exam up to the \$215.00 maximum.

Effective January 1st, 2019, the Employer will provide a Vision Care Plan allowing for benefits in the amount of **two hundred and thirty-five dollars (\$235.00)** every twenty-four (24) months paid for by the employer. Said benefits to include the cost of eye wear and/or eye exam up to the **\$235.00** maximum.

Effective January 1st, 2020, the Employer will provide a Vision Care Plan allowing for benefits in the amount of **two hundred and fifty dollars (\$250.00)** every twenty-four (24) months paid for by the employer. Said benefits to include the cost of eye wear and/or eye exam up to the **\$250.00** maximum.

There shall be generic substitution of drugs unless otherwise prescribed by the attending health-care professional.

19.05 The Employer shall continue to pay its portion of premiums for insured benefit plans, provided employees continue to pay their portion, as follows:

- (i) while on paid leave of absence
- (ii) while on pregnancy and parental leave as required by the Employment Standards Act
- (iii) while receiving workers' compensation for injury while in the employ of the Employer for up to twelve (12) months from the date of the injury
- (iv) while absent due to illness for up to a maximum of six (6) months
- (v) while on lay-off, for the month in which the lay-off occurs.

19.06 It is understood that the Employer may at any time substitute another carrier for any plan, provided the benefits conferred thereby in total are not decreased. Before making such a substitution, the Employer shall notify the Union to explain the proposed change and to ascertain the views of the employees. Upon request by the Union, the Employer shall provide to the Union full specification of the Benefit Programs contracted for and in effect for employees covered herein.

19.07 Uniform Allowance

Full-time bargaining unit employees shall receive a uniform allowance of \$10.00 per month towards the purchase of uniforms as designated by the Employer.

Part-time bargaining employees shall receive a uniform allowance of six cents (6¢) per hour worked towards the purchase of uniforms as designated by the Employer.

Payment for uniform allowance shall be made twice per calendar year in January and July for the six (6) month periods coinciding with the pay periods ending around December 31st and June 30th.

19.08 Pension Plan

- a) It is understood and agreed that the Employer will have no responsibility for managing the Nursing Homes and Related Industries Multi-Employer Pension Plan (hereinafter called the "Plan"), and the Employer's financial obligation is limited to making contributions and deductions in accordance with the Collective Agreement and forwarding these to the Plan. The Employer shall provide the Plan Administrator with all information required pursuant to the Pension Benefits Act, R.S.O. 1990, Ch. P-8, on a timely basis, in line with point i) below.

- b) The conditions precedent to the Employer agreeing to participate in the Plan are as follows:
1. The Union and the Employer understand and agree that under current pension legislation and/or regulations the Employer has no requirement to fund any deficit in the Plan but is required to contribute only that amount as required by the Collective Agreement then in force between the parties.
 2. It is understood and agreed by the Parties that should the current Pension legislation and/or regulations be changed to the extent 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 his increased obligation to the extent that any such obligation exceeds that which the Employer would have if the Plan were a defined contribution plan.
 3. The Union agrees that the Trustees appointed by them shall ensure that the funds transferred from the Employer's, for and on behalf of their employees, to the Plan will be invested in accordance with the applicable legislations. The Union further undertakes to provide actuarial valuation and investment performance statement to the Employer as they become available to the Union or as is required by law, whichever is more frequent.
- c) "Plan" means the Nursing Homes and Related Industries Pension Plan, being a multi-employer plan. "Applicable Wages" means the basic straight time wages for all hours worked and in addition:
- i) the straight time component of hours worked on a holiday,
 - ii) holiday pay, for the hours not worked,
 - iii) vacation pay,
 - iv) paid sick leave,
 - v) bereavement leave,
 - vi) jury duty,
 - vii) negotiations and grievance meetings

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

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

- d) Effective December 31, 1995, each eligible employee covered by this Collective Agreement shall contribute for each pay period an amount equal to four percent (4%) of applicable wages to the Plan. The Employer shall contribute on behalf of each eligible employee for each pay period, an amount equal to four percent (4%) of applicable wages to the Plan.

- e) Notwithstanding the foregoing, where an error has been made in deduction, the Employer shall, upon request, make full payment on any outstanding Employer contribution irrespective of whether the Employee pays the matching amount.
- f) 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.
- g) The Employee and the Employer contributions shall be remitted by the Employer to the Plan within thirty (30) days after the end of the calendar month in which the pay period ends for which the contributions are attributable.
- h) 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 toward the costs of benefits provided by the Plan or be responsible for providing any such benefits.
- i) The Employer agrees to provide the Plan Administrator on a timely basis with all information required pursuant to the Pension Benefits Act, R.S.O. 1990, Ch P-8, as amended, which the Administrator may reasonably require in order to properly record and process pension contributions and pension benefits.

The information pursuant to 19.09 of the Collective Agreement may be provided by the Employer in the form normally maintained by the Employer, whether on computer disc, manual record or otherwise. In the event such information is not readily available without review of other information not relevant to the Plan, the Plan shall make arrangements with the Employer for access to the required information.

This may include the Employer providing such information at reasonable cost to the Plan. If the Plan and the Employer are unable to agree on the form of such access, a mutually acceptable third party (such as a firm of accountants or auditors) shall be retained at the expense of the Plan to obtain such information from the Employer's files and the cost of such third party shall be borne by the Plan.

Such information shall be provided only on enrolment of an employee or with the monthly remittances.

Any additional information requests beyond that noted above may be provided, if possible, by the Employer, it being understood that any additional costs of such requests shall be borne by the Plan.

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

i) to be provided once only at Plan commencement:

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

ii) to be provided with each remittance:

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

iii) to be provided once, and if status changes:

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

iv) to be provided once if they are really available:

Gender
Marital Status

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

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

ARTICLE 20 – GENERAL CONDITIONS

20.01 Bulletin Board

The Employer shall provide a bulletin board which shall be placed so that all employees will have access to it and upon which the Union shall have the right to post notices of regular meetings, special meetings, seminars or Union activities.

Material other than the above must be approved and initialled by the Administrator.

20.02 Overtime Meal Allowance

Employees required to work more than two (2) hours overtime consecutive with a shift shall be provided with a meal by the Employer.

20.03 Copies of Agreement

The Union and the Employer desire every employee to be familiar with the provisions of this Agreement and his rights and duties under it. For this reason, the Employer shall print sufficient copies of the Agreement. The Employer shall supply to all employees a copy of the current Collective Agreement within sixty (60) days following the signing of the Collective Agreement.

20.04 Payment for In-Service

The Employer agrees to pay employees who are required by the Employer to attend in-service sessions at their straight time hourly rate for all hours in attendance at such sessions. Such payment shall not be subject to the overtime provisions of the Collective Agreement.

20.05 Technological Change

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

20.06 Professional Responsibilities & Development

A registered practical nurse is to present to the Employer before January 1st of each year his current license.

20.07 Communicable Diseases

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

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

ARTICLE 21 – REGULAR PART-TIME EMPLOYEES CLAUSES

21.01 The following clauses shall apply to employees who are regularly employed for not more than twenty-four (24) hours per week and students employed during the school vacation period:

a) **Seniority List**

A seniority list for part-time employees shall be posted and dated as at the end of the last pay period ending in March and last pay ending in September of each year. This list shall show the employee's seniority in terms of total number of hours worked. During the first thirty (30) calendar days of the posting, the employees shall have an opportunity of questioning their own individual seniority standing, and after this time, the seniority list as posted or amended as the case may be, shall not be open to question by the employees or the Union. A copy of such list shall be forwarded to the Union. The seniority of each part-time employee shall be shown in terms of the total number of hours worked by that employee.

Employees who have transferred from full-time to part-time, or part-time to full-time shall have thirty (30) days from the date of their transfer to challenge the conversion of seniority established in determining their appropriate full-time or part-time equivalent seniority and if the employee fails to do so, the seniority as determined by the Employer shall be deemed to be correct.

b) **Paid Holidays**

The Employer recognizes the following as paid holidays:

| | |
|----------------|------------------------|
| New Year's Day | Good Friday |
| Easter Monday | Queen's Birthday |
| Canada Day | Civic Holiday (August) |
| Labour Day | Thanksgiving Day |
| Christmas Day | Boxing Day |

Two (2) floating holidays to be taken on a day mutually agreed upon between the Employer and the employee.

The employee shall receive pay for the above noted holidays based on their average regular hours of work, whether they work or not, provided:

- (i) The employee has earned wages for at least eight (8) working days prior to the thirty (30) calendar days immediately preceding the holiday; and
- (ii) The employee works on his regular day of work preceding and following the holiday.
- (iii) The formula to be used to calculate payment for part-time paid holidays will be as follows:

The formula to be used to calculate payment for part-time paid holidays in Article 21.01 b) will be as follows:

$$\frac{\text{Total hours worked in the past four (4) weeks} \times 7.5}{150}$$

An employee who is required to work on any of the above-named holidays will receive pay at the rate of time and one-half (1 1/2) the employee's regular hourly rate for every hour worked on such day. In addition, employees who qualify for holiday pay under this section will receive pay for the holiday at the employee's regular hourly rate. An employee scheduled to work on one of the above mentioned holidays and who does not report for work without a valid reason, shall forfeit his holiday pay.

c) **Vacations**

Part-time employees shall receive vacations with pay on the same basis as full-time employees, as referred to in clause 15.01. For the purposes of this clause, 1680 paid hours shall equal one (1) year of service.

Part-time employees shall receive vacation pay on a bi-weekly basis.

Part-time employees shall schedule vacation in seven (7) consecutive calendar days which shall be interpreted as five (5) working days and two (2) days off.

Part-time employees entitled to ten (10) or more days of vacation have the option of taking five (5) of their vacation days broken.

d) **Health And Welfare – Fringe Benefits**

Employees shall receive 11% of their regular rate of pay per hour worked above their regular rates of pay as set out in Schedule "A" hereto attached in lieu of all forms of health and welfare and fringe benefits.

e) The following articles of this Agreement do not apply to employees who are regularly employed for not more than twenty-four (24) hours per week and students employed during the school vacation period.

Article 9.02
Article 12.01, 12.02, 12.03
Article 13 through 13.05
Article 14.01, 14.03, 14.05, 14.06, 14.07
Article 15.02, 15.03, 15.06
Article 16.01, 16.02, 16.03
Article 19.01 through 19.06

f) **Hours of Work and Overtime**

The normal daily hours of work exclusive of a thirty (30) minute meal period shall be seven and one-half (7½) hours per day. The provisions contained herein do not represent a guarantee of daily hours of work.

Overtime

Overtime at time and one-half (1½) the employee's regular rate of pay shall be paid for all authorized hours worked in excess of seven and one-half (7½) hours in any one day or seventy-five (75) hours of work in the two (2) week pay period.

Reporting Payment

An employee who reports to work as scheduled or is called into work on his/her assigned day off and reports as requested by the Employer and no work is available, shall receive a minimum of three (3) hours pay at his/her regular straight time hourly rate. The Employer may elect to assign the employee to any other work in the nursing home which the Employer determines the employee is able to perform. This reporting allowance shall not apply in the event of an emergency which disrupts the normal operations of the nursing home or whenever an employee has received prior notice not to report to work, nor shall it apply to employees returning to work without notice after absence.

g) **Progression**

Employees will progress from the start rate to the one year rate and so on, on the basis of 1680 paid hours.

Hours worked and paid for, hours not worked and paid for by the Employer, and hours not worked and paid under the Worker's Compensation Act shall be considered as hours paid for the purpose of advancement on the wage grid.

h) **Part-time Commitment**

A regular part-time employee must make the following commitment to be available for work on a regular predetermined basis as referred to in the Agreement.

- a) Available to work two (2) weekends out of three (3);
- b) Available to work days, evenings and/or nights as required, subject to scheduling guidelines included with this Collective Agreement.
- c) Available to work over either the Christmas or New Year's period;
- d) Available to work at least six (6) full shifts per two (2) weeks;

The commitment that a regular part-time employee must make as specified herein is not a guarantee that the employee will be scheduled to work according to this commitment.

No commitment will be required for casual employees.

ARTICLE 22 – TERM OF AGREEMENT

22.01 Effective Date

The term of this Agreement shall be from **January 1st, 2018 to December 31st, 2020**, and shall continue from year to year upon the expiration of that term unless either party gives to the other party notice in writing at least ninety (90) days prior to the expiration date in each year that it desires its termination or amendment.

22.02 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.

22.03 Notice of Changes

Either party desiring to propose changes or amendments to this Agreement shall, between the period of thirty (30) and ninety (90) days prior to the termination date, give notice in writing to the other party of the changes or amendments proposed. Within five (5) working days of receipt of such notice by one party, the other party is required to enter into negotiations for a renewal or revision of the Agreement, and both parties shall thereupon enter into such negotiations in good faith and make every reasonable effort to consummate a revised or new agreement.

- Wage Grid -

Canadian Union of Public Employees (CUPE) Local 1771

| CLASSIFICATION | LEVEL | JAN.1, 2018 | JAN. 1, 2019 | JAN. 1, 2020 |
|---|-----------|-------------|-----------------|-----------------|
| | | 1.4% | 1.4% | 1.65% |
| General Aides (Housekeeping, Dietary, Laundry) (Housekeeping, Dietary, Laundry) | Probation | \$19.20 | \$19.46 | \$19.78 |
| | Start | \$19.48 | \$19.75 | \$20.08 |
| | 1 year | \$20.02 | \$20.30 | \$20.63 |
| | 2 years | \$20.46 | \$20.75 | \$21.09 |
| Janitor | Probation | \$19.20 | \$19.46 | \$19.78 |
| | Start | \$19.48 | \$19.75 | \$20.08 |
| | 1 year | \$20.02 | \$20.30 | \$20.63 |
| | 2 years | \$20.46 | \$20.75 | \$21.09 |
| Handyman | Probation | \$19.42 | \$19.69 | \$20.01 |
| | Start | \$19.70 | \$19.98 | \$20.31 |
| | 1 year | \$20.23 | \$20.51 | \$20.85 |
| | 2 years | \$20.68 | \$20.96 | \$21.31 |
| Nurse Aides/ Activity Aides | Probation | \$19.42 | \$19.69 | \$20.01 |
| | Start | \$19.70 | \$19.98 | \$20.31 |
| | 1 year | \$20.23 | \$20.51 | \$20.85 |
| | 2 years | \$20.68 | \$20.96 | \$21.31 |
| Health Care Aides/Certified Activity Aides | Probation | \$19.65 | \$19.93 | \$20.26 |
| | Start | \$19.94 | \$20.21 | \$20.55 |
| | 1 year | \$20.47 | \$20.76 | \$21.10 |
| | 2 years | \$20.97 | \$21.26 | \$21.61 |

| | | | | | |
|-----------------------------|-----------|---------|---------|---------|---------|
| Cook | Probation | \$21.76 | \$22.07 | \$22.43 | |
| | Start | \$22.04 | \$22.35 | \$22.72 | |
| | 1 year | \$22.22 | \$22.53 | \$22.90 | |
| | 2 years | \$22.69 | \$23.01 | \$23.39 | |
| Maintenance | Probation | \$21.76 | \$22.07 | \$22.43 | |
| | | \$22.04 | \$22.35 | \$22.72 | |
| | | \$22.22 | \$22.53 | \$22.90 | |
| | | \$22.69 | \$23.01 | \$23.39 | |
| Registered Practical Nurses | Probation | \$24.16 | \$24.50 | \$24.84 | \$25.25 |
| | Start | \$24.47 | \$24.81 | \$25.16 | \$25.58 |
| | 1 year | \$24.95 | \$25.30 | \$25.65 | \$26.08 |
| | 2 years | \$25.47 | \$25.83 | \$26.19 | \$26.62 |

RPN wage adjustment - January 1st, 2018 = \$0.35 wage adjustment prior to negotiated wage increase

DATED AT Memot, ON THIS 12th DAY OF October, 2018

For the Employer

For the Union

Jill Lewis

Amythe Hillard

Nathalie Mor

Francine Blais

Conrad Florin

Vicky Michaud

N. Hillard